



Bharat PetroResources Limited  
(A wholly owned subsidiary of Bharat Petroleum Corporation Ltd)

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Bharat PetroResources Limited  
(A wholly owned subsidiary of Bharat Petroleum Corporation Limited,)

## **Procurement of Virtualized Work Station solution with Unified Storage.**

**Tender No : 1000339738**

**e-Tender Id : 64659**

**DOMESTIC OPEN TENDER**



**PART - 1**

**INSTRUCTIONS TO BIDDERS**

Dear Sir/Madam,

**Subject : Procurement of Virtualized Work Station solution with Unified Storage.**

You are invited to submit your offer as E-bid in two-part (Bid Qualification cum techno-commercial and Price Bid) for the above work on the terms and conditions contained in this tender document.

1. This is a Domestic Open two part bid tender consisting of Techno-commercial bid (PART-A) and Price Bid (PART-B) for the following three sets:

| <b>Part</b>     | <b>Description</b>  |
|-----------------|---|
| <b>Part-I</b>   | <b>Hyper Converged Infrastructure (HCI) Hardware and Virtualization Soft-Ware</b>         |
| <b>Part-II</b>  | <b>Integration Of G&amp;G Application Software With HCI Solution &amp; Data Migration</b> |
| <b>Part-III</b> | <b>D2D Backup Solution and Its Replication</b>  |

- a. **Techno-commercial bid (PART – A)** consists of following:

- i. Instructions to Bidders -Part 1
- ii. General Instructions for e-Tendering -Part 2
- iii. Bid Qualification Criteria -Part 3
- iv. General Purchase Conditions & Policy for Holiday Listing -Part 4
- v. General Conditions of Contract -Part 5
- vi. Scope of Work -Part 6
- vii. Special Conditions of Contract -Part 7
- viii. Standard Formats/Annexures -Part 8
- ix. Integrity Pact -Part 9

- b. **Price bid (PART-B)**: Price bid shall have to be submitted **online** in the appropriate form provided for each Line Item. Price Bid of those bidders which qualify PART A would be opened.

2. The entire bid shall be online only.

3. Offers should strictly be in accordance with the tender terms & conditions and our



specifications. Vendors are requested to carefully study all the documents/annexure and understand the conditions and specifications, before quoting the rates and submitting this tender. In case of doubt, written clarifications should be obtained, but this shall not be a justification for request for extension of due date for submission of bids.

4. Please visit the website <https://bpcleproc.in> for participating in the tender and submitting your bid online.
5. Bids submitted after the due date and time of closing of tender or not in the prescribed format is liable to be rejected. BPRL does not take any responsibility for any delay in submission of online bid due to connectivity problem or non-availability of site. No claims on this account shall be entertained.
6. It shall be understood that every endeavour has been made to avoid errors which can materially affect the basis of the tender and the successful vendor shall take upon himself and provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
7. Price bid of only those vendors shall be opened whose techno-commercial terms are found to be acceptable to us. Price bid shall have to be submitted online in the appropriate form provided as per line Items.
8. It is advisable that bidders should review Part-6 (Special Purchase Conditions) before reviewing Part-4 (General Purchase Conditions).
9. **Earnest Money Deposit:** Vendors must submit an interest free EMD for participating in this tender as mentioned in the Special Purchase Conditions (Part-6) of the tender document.
10. **Pre-bid meeting will be held on 14.10.2019 @ 1100 HRS (IST) at below mentioned address:**  
  
Bharat Petro Resources Ltd., 12th Floor,  
Maker Towers-F Wing,  
Cuffe Parade, Mumbai- 400005.
11. You may please send your pre-bid queries, if any, on or before **11.10.2019 @ 13:00 hrs (IST)** through e-mail to [rakesh.ujjawal@bharatpetroresources.in](mailto:rakesh.ujjawal@bharatpetroresources.in) and [ravikumar.b@bharatpetroresources.in](mailto:ravikumar.b@bharatpetroresources.in), K/A: Mr. Rakesh Ujjawal / Mr. Ravi Kumar Bura.
12. Your pre-bid queries should be in **MS-Word** format as per the format given below with the email Subject "**Pre bid queries – Tender Title & Tender Ref No**":



| . No. | BPRL Tender Clause No. | BPRL Tender Clause Description | Query (if any) | Justification |
|-------|------------------------|--------------------------------|----------------|---------------|
|       |                        |                                |                |               |

13. Interested bidders, who are participating in the tender, are welcome to witness the techno-commercial opening of the bids at our office on bid opening date/time.
14. BPRL reserves the right to seek clarification / ask for additional documents/ verification of original documents from vendors and verify the credentials of the vendors with clients, if required.
15. For any clarification on e-tendering / training / uploading of document on e-procurement site, please contact our service provider M/s ETL on below numbers.

Contact Details: Tel Phone: +91-22-24176419, +91-79-68136861, +91-79-68136871, +91-120-2474951, +91-33-24293447, +91-44-26142669.

E-mail: satyanarayan@abcprocure.com; [support@bpclproc.in](mailto:support@bpclproc.in).

16. **FOR ANY QUERIES / CLARIFICATIONS ON TENDER TECHNICAL SPECIFICATIONS / COMMERCIAL POINTS AND OTHER TERMS AND CONDITIONS OF THE TENDER PLEASE CONTACT AS UNDER:**

|                       |   |   |
|-----------------------|---|---|
| <b>Name</b>           | <b><u>RAKESH UJJAWAL</u></b>  | <b><u>RAVI KUMAR BURA</u></b>   |
| <b>Contact No</b>     | <b>+91-22-22175665,<br/>+919929095701</b>   | <b>+91-22-22175672,<br/>+919892269446</b>   |
| <b>Email Id</b>       | <b><a href="mailto:rakesh.ujjawal@bharatpetrorresources.in">rakesh.ujjawal@bharatpetrorresources.in</a></b>                               | <b><a href="mailto:ravikumar.b@bharatpetrorresources.in">ravikumar.b@bharatpetrorresources.in</a></b> |
| <b>Office Address</b> | <b>12<sup>th</sup> Floor, Maker Tower-F wing, Cuffe Parade,<br/>Mumbai-400 005<br/>Board No : 022 -22175600<br/>Fax No : 022-22154364</b> |   |



**17. Only in case of any complaints regarding the Tender/ Tender Conditions , please contact following Independent External Monitors (IEM) :**

- Shri Vikram Srivastava, Address: E -202, Second Floor, Greater Kailash Part -2, New Delhi-110048, Mobile : 09810642323, Email : [vikramsrivastava1973@gmail.com](mailto:vikramsrivastava1973@gmail.com).
- Shri Virendra Bahadur Singh, Address: N. No. B-5/64, Vineet Khand, Gomti Nagar, Lucknow – 226010, Mobile : 08853760730, Email: [vbsinghips@gmail.com](mailto:vbsinghips@gmail.com).

Thanking you,  
Yours faithfully,

**For Bharat PetroResources Ltd.**

**Ravi Kumar Bura**  
**Asst. Vice President (P&C)**

**End of Part 1**



## **Part -2**

### **General Instructions to vendors for e-tendering**

1. Interested parties may download the tender from BPCL website (<http://www.bharatpetroleum.in>) or the CPP portal (<http://eprocure.gov.in>) or from the e-tendering website (<https://bpclproc.in>) and participate in the tender as per the instructions given therein, on or before the due date of the tender. The tender available on the BPCL website and the CPP portal can be downloaded for reading purpose only. For participation in the tender, please fill up the tender online on the e-tender system available on <https://bpclproc.in>.
2. For registration on the e-tender site <https://bpclproc.in>, one can be guided by the "Instructions to Vendors" available under the download section of the homepage of the website. As the first step, bidder shall have to click the "Register" link and fill in the requisite information in the "Bidder Registration Form". Kindly remember your e-mail id (which will also act as the login ID) and the password entered therein. Once you complete this process correctly, you shall get a system generated mail. Thereafter, login in to the portal using your credentials. When you log in for the first time, system will ask you to add your Digital Signature. Once you have added the Digital Signature, please inform [rakesh.ujjawal@bharatpetroresources.in](mailto:rakesh.ujjawal@bharatpetroresources.in) for approval. Once approved, bidders can login in to the system as and when required.
3. As a pre-requisite for participation in the tender, vendors are required to obtain a valid Digital Certificate of Class IIB and above (having both signing and encryption certificates) as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCIA), Controller of Certifying Authorities (CCA). The cost of obtaining the digital certificate shall be borne by the vendor.

In case any vendor so desires, he may contact our e-procurement service provider M/s. E-Procurement Technologies Ltd., Ahmedabad (Contact no. Tel: +91 79 40270573) for obtaining the digital signature certificate.

4. Corrigendum/amendment, if any, shall be notified on the site <https://bpclproc.in>. In case any corrigendum/amendment is issued after the submission of the bid, then such vendors who have submitted their bids, shall be intimated about the corrigendum/amendment by a system-generated email. It shall be assumed that the information contained therein has been taken into account by the vendor. They have the choice of making changes in their bid before the due date and time.
5. Vendors are required to complete the entire process online on or before the due



date/time of closing of the tender.

6. Directions for submitting online offers, electronically, against e-procurement tenders directly through internet:
  - I. Vendors are advised to log on to the website (<https://bpclproc.in>) and arrange to register themselves at the earliest.
  - II. The system time (IST) that will be displayed on e-Procurement web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.
  - III. Vendors are advised in their own interest to ensure that their bids are submitted in e-Procurement system well before the closing date and time of bid.
  - IV. If the vendor intends to change/revise the bid already submitted, they shall have to withdraw their bid already submitted, change / revise the bid and submit once again. However, if the vendor is not able to complete the submission of the changed/revise bid within due date & time, the system would consider it as no bid has been received from the vendor against the tender and consequently the vendor will be out of contention. The process of change / revise may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.
  - V. Once the entire process of submission of online bid is complete, they will get an auto mail from the system stating you have successfully submitted your bid in the following tender with tender details.
  - VI. Bids / Offers shall not be permitted in e-procurement system after the due date / time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed.
  - VII. No manual bids/offers along with electronic bids/offers shall be permitted.
7. For tenders whose estimated procurement value is more than Rs. 10 lakhs, vendors can see the rates quoted by all the participating bidders once the price bids are opened. For this purpose, vendors shall have to log in to the portal under their user ID and password, click on the “dash board” link against that tender and choose the “Results” tab.
8. No responsibility will be taken by BPRL and/or the e-procurement service provider for any delay due to connectivity and availability of website. They shall not have any liability to vendors for any interruption or delay in access to the site irrespective of the cause. It is



advisable that vendors who are not well conversant with e-tendering procedures, start filling up the tenders much before the due date /time so that there is sufficient time available with him/her to acquaint with all the steps and seek help if they so require. Even for those who are conversant with this type of e-tendering, it is suggested to complete all the activities ahead of time. It should be noted that the individual bid becomes viewable only after the opening of the bid on/after the due date and time. Please be reassured that your bid will be viewable only to you and nobody else till the due date/ time of the tender opening. The non availability of viewing before due date and time is true for e-tendering service provider as well as BPRL officials.

9. BPRL and/or the e-procurement service provider shall not be responsible for any direct or indirect loss or damages and or consequential damages, arising out of the bidding process including but not limited to systems problems, inability to use the system, loss of electronic information etc.

In case of any clarification pertaining to e-procurement process, the vendor may contact the following agencies / personnel:

For system related issues:

Contact Details: Tel Phone: +91-22-24176419, +91-44-26142669, +91-33-24293447, +91-79-40270573 E-mail: [satyanarayan@abcprocure.com](mailto:satyanarayan@abcprocure.com) ; [support@bpclproc.in](mailto:support@bpclproc.in)

*End of Part -2*





**PART-3**  
**Bid Qualification Criteria**

**1. PART-I : HYPER CONVERGED INFRASTRUCTURE (HCI) HARDWARE AND VIRTUALIZATION SOFTWARE:**

HCI Infrastructure hardware Original Equipment Manufacturer (OEM) vendors are allowed to participate in the tender. In case HCI OEM is not quoting directly then maximum three number of system integrators (SI) authorized by HCI OEM, may participate in the tender. The system integrator should submit a valid manufacturer authorization form (MAF) as per the format given in the tender document, on the OEM letter head duly signed and stamped by OEM authorized signatory as well as acknowledged by the concern SI towards acceptance of the same. It will be responsibility of SI to keep authorization of the OEM valid till execution of the supply, installation and support period.

The OEM vendor should be a Leader as per last available Gartner Magic Quadrant for Hyper Converged Infrastructure (HCI).

**A. TECHNICAL CRITERIA**

The bidder must have successfully supplied at least one “HCI solution with Virtual desktop infrastructure (VDI) project running on VMware hypervisor technology” in the last five (05) years as on bid closing date.

Bidder is allowed to participate in the tender by using the credentials of parent/holding/subsidiary/sister concerns. In case bidder submits the bid based on parent/holding/subsidiary/sister concerns credentials, such parent/holding/subsidiary/sister company has to provide performance guarantee to guarantee the performance of the contract by the bidder in their letter head till the completion of the job in all respects by authorized person of the company.

**Documents Required with Bid for Technical Criteria:**

- In compliance of Technical Criteria of BQC, Bidder has to compulsorily submit copy of Purchase Order / Contract/LOA along with scope of works and Tax invoice /Completion certificate etc. only in English Language to prove technical criteria.
- The bidder should provide the supporting document to prove that OEM vendor is a Leader as per last available Gartner Magic Quadrant Hyper Converged Infrastructure.

**B. FINANCIAL CRITERIA**

- i. The bidder should have achieved a minimum average annual financial turnover of as mentioned below, as per the Audited Financial Statements (including Balance Sheet and Profit and Loss Account), during the last available three consecutive accounting years (English Language only) ending Dec’18/March’18.

|  |                |
|--|----------------|
| Minimum average annual turnover for the last three consecutive accounting years. | Rs. 74.74 Lacs |
|--|----------------|



- ii. The vendor's net worth should be positive as per the audited balance sheet of the latest accounting financial year or the latest calendar year as the case may be. The net worth is defined as Paid up Capital plus Free Reserves.

**Note:** Bidder may submit bid based on the financial credentials of Parent / holding company. In case of bidder submits the bid based on Parent / holding company financial credentials, parent / holding company has to provide guarantee on their letter head stating that they will support the bidder till the completion the job in all respects. Bidder has to justify the reason for not having its own financial credentials as per the tender conditions.

**Documents required with Bid for Financial Criteria:**

- Latest available audited Balance Sheets & Profit & Loss account along with auditor's report of the bidder for the last three consecutive accounting years (English language only) ending Mar'18/Dec'18.
- In addition to above mentioned financial documents in sl. no i, bidder to submit a Certificate from a Practicing Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) or Statutory Auditors of the bidder, certifying year wise turnover and net worth figure of above financial documents.
- In case audited accounts are not mandatory as per law in Bidder's country, bidder to submit financial statements certified by a Practicing Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm). Bidder is required to submit supporting documents conforming that audit not mandatory as per law in Bidder's country.

**C. OTHER CRITERIA**

- i. The bidder should not be barred/holiday listed by BPRL/Ministry of Petroleum and Natural Gas, India (MoPNG) debaring them form carrying on business dealings with BPRL /MoPNG or serving a banning order by another Oil PSE.
- ii. The bidder should not be under liquidation, court receivership or similar proceedings. At a later date, if it is found that the bidder has submitted false declaration, the offer will be liable to be rejected.

**Documents Required**

- i. An undertaking in support of not being barred / holiday listed by any of the mentioned Organization on their letter head.
- ii. An undertaking in support of not under liquidation, court receivership or similar proceedings on the letter head.



## 2. PART-II : INTEGRATION OF G&G APPLICATION SOFTWARE WITH HCI SOLUTION & DATA MIGRATION:

### A. TECHNICAL CRITERIA

The bidder must have successfully executed similar work of at least one “G&G software integration and data migration for upstream oil & gas companies with similar private cloud based VDI project running on VMWare or equivalent virtualization technology in HCI architecture” during last five (05) years as on bid closing date.

Bidder is allowed to participate in the tender by using the credentials of parent/holding/subsidiary/sister concerns. In case bidder submits the bid based on parent/holding/subsidiary/sister concerns credentials, such parent/holding/subsidiary/sister company has to provide performance guarantee to guarantee the performance of the contract by the bidder in their letter head till the completion of the job in all respects by authorized person of the company.

#### Documents Required with Bid for Technical Criteria:

In compliance of Technical Criteria of BQC, Bidder has to compulsorily submit copy of Purchase Order / Contract/LOA along with scope of works and Tax invoice /Completion certificate (clearly indicating value of executed work) etc. only in English Language to prove technical criteria. If the bidder desires, the price part of the document can be blanked/stroked out.

### B. FINANCIAL CRITERIA

- i. The bidder should have achieved a minimum average annual financial turnover of as mentioned below, as per the Audited Financial Statements (including Balance Sheet and Profit and Loss Account), during the last available three consecutive accounting years (English Language only) ending Dec’18/March’18.

|  |                |
|--|----------------|
| Minimum average annual turnover for the last three consecutive accounting years. | Rs. 17.32 Lacs |
|--|----------------|

- ii. The vendor's net worth should be positive as per the audited balance sheet of the latest accounting financial year or the latest calendar year as the case may be. The net worth is defined as Paid up Capital plus Free Reserves.

**Note:** Bidder may submit bid based on the financial credentials of Parent / holding company. In case of bidder submits the bid based on Parent / holding company financial credentials, parent / holding company has to provide guarantee on their letter head stating that they will support the bidder till the completion the job in all respects. Bidder has to justify the reason for not having its own financial credentials as per the tender conditions.

#### Documents required with Bid for Financial Criteria:

- Latest available audited Balance Sheets & Profit & Loss account along with auditor’s report of the bidder for the last three consecutive accounting years (English language only) ending Mar’18/Dec’18.



- In addition to above mentioned financial documents in sl. no i, bidder to submit a Certificate from a Practicing Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) or Statutory Auditors of the bidder, certifying year wise turnover and net worth figure of above financial documents.
- In case audited accounts are not mandatory as per law in Bidder's country, bidder to submit financial statements certified by a Practicing Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm). Bidder is required to submit supporting documents conforming that audit not mandatory as per law in Bidder's country.

### **C. OTHER CRITERIA**

- i. The bidder should not be barred/holiday listed by BPRL/Ministry of Petroleum and Natural Gas, India (MoPNG) debarring them from carrying on business dealings with BPRL /MoPNG or serving a banning order by another Oil PSE.
- ii. The bidder should not be under liquidation, court receivership or similar proceedings. At a later date, if it is found that the bidder has submitted false declaration, the offer will be liable to be rejected.

#### **Documents Required**

- i. An undertaking in support of not being barred / holiday listed by any of the mentioned Organization on their letter head.
- ii. An undertaking in support of not under liquidation, court receivership or similar proceedings on the letter head.

### **3. PART-III : D2D BACKUP SOLUTION AND ITS REPLICATION (OPTIONAL):**

Hardware OEM vendors are allowed to participate in this part of the tender. In case OEM is not quoting directly then maximum three number of system integrators (SI) authorized by OEM, may participate in the tender. The system integrator should submit a valid manufacturer authorization form (MAF) as per the format given in the tender document, on the OEM letter head duly signed and stamped by OEM authorized signatory as well as acknowledged by the concern SI towards acceptance of the same. It will be responsibility of SI to keep authorization of the OEM valid till execution of the supply, installation and support period.

#### **A. TECHNICAL CRITERIA**

The bidder must have successfully supplied at least one "D2D backup solution" during last five (05) years as on bid closing date.

Bidder is allowed to participate in the tender by using the credentials of parent/holding/subsidiary/sister concerns. In case bidder submits the bid based on parent/holding/subsidiary/sister concerns credentials, such parent/holding/subsidiary/sister company has to provide performance guarantee to



guarantee the performance of the contract by the bidder in their letter head till the completion of the job in all respects by authorized person of the company.

**Documents Required with Bid for Technical Criteria:**

- In compliance of Technical Criteria of BQC, Bidder has to compulsorily submit copy of Purchase Order / Contract/LOA along with scope of works and Tax invoice /Completion certificate etc. only in English Language to prove technical criteria.

**B. FINANCIAL CRITERIA:**

- i. The bidder should have achieved a minimum average annual financial turnover of as mentioned below, as per the Audited Financial Statements (including Balance Sheet and Profit and Loss Account), during the last available three consecutive accounting years (English Language only) ending Dec'18/March'18.

|  |                |
|--|----------------|
| Minimum average annual turnover for the last three consecutive accounting years. | Rs. 21.60 Lacs |
|--|----------------|

- ii. The vendor's net worth should be positive as per the audited balance sheet of the latest accounting financial year or the latest calendar year as the case may be. The net worth is defined as Paid up Capital plus Free Reserves.

**Note:** Bidder may submit bid based on the financial credentials of Parent / holding company. In case of bidder submits the bid based on Parent / holding company financial credentials, parent / holding company has to provide guarantee on their letter head stating that they will support the bidder till the completion the job in all respects. Bidder has to justify the reason for not having its own financial credentials as per the tender conditions.

**Documents required with Bid for Financial Criteria:**

- Latest available audited Balance Sheets & Profit & Loss account along with auditor's report of the bidder for the last three consecutive accounting years (English language only) ending Mar'18/Dec'18.
- In addition to above mentioned financial documents in sl. no i, bidder to submit a Certificate from a Practicing Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) or Statutory Auditors of the bidder, certifying year wise turnover and net worth figure of above financial documents.
- In case audited accounts are not mandatory as per law in Bidder's country, bidder to submit financial statements certified by a Practicing Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm). Bidder is required to submit supporting documents conforming that audit not mandatory as per law in Bidder's country.

**C. OTHER CRITERIA**

- i. The bidder should not be barred/holiday listed by BPRL/Ministry of Petroleum and Natural Gas, India (MoPNG) debarring them form carrying on business dealings with BPRL /MoPNG or serving a banning order by another Oil PSE.



- ii. The bidder should not be under liquidation, court receivership or similar proceedings. At a later date, if it is found that the bidder has submitted false declaration, the offer will be liable to be rejected.

**Documents Required**

- i. An undertaking in support of not being barred / holiday listed by any of the mentioned Organization on their letter head.
- ii. An undertaking in support of not under liquidation, court receivership or similar proceedings on the letter head.

**4. General Requirements (Common for all the parts i.e. Part-I, Part-II & Part-III)**

- i. In case of any bidder participating in more than one part i.e. Part- I, Part-II & Part-III, the bidder has to meet the cumulative turnover criterion of respective part mentioned above.
- ii. All documents furnished by the bidder in support of meeting the Technical / Financial criteria of BQC to be duly certified by Third Party Inspection Agencies (TPIA) accredited for verification of documents under “NABCB accredited bodies as per requirements of ISO/ IEC 17020 as Type-A” in QCI’s NABCB website given here as on due date of bid submission.

[http://nabcb.qci.org.in/accreditation/reg\\_bod\\_inspection\\_bodies.php](http://nabcb.qci.org.in/accreditation/reg_bod_inspection_bodies.php).

- iii. Bidder to submit the Certificate of Genuineness from TPIA as per **Annexure- F**.
- iv. Bidder has to submit the undertaking as per the **Annexure – G**.
- v. Bidder shall furnish necessary documentary evidence as mentioned above along with the bid in absence of such documents. BPRL reserves the right to reject the bid without making any reference to the bidder or assigning any reason whatsoever.
- vi. In case of BPRL Purchase Order / Contract/LOA along with scope of works and Tax invoice /Completion certificate, certification by TPIA is not mandatory.
- vii. BPRL reserves the right of getting the document cross verified, at their discretion from the document issuing authority.
- viii. All the charges for verification/ attestation will be borne by the bidders.

**End of Part -3**



## **Part -5**

### **SCOPE OF WORK & TECHNICAL SPECIFICATIONS**

#### **1. Technical Specifications for Hardware and Software infrastructure required for G&G Data Center and Virtualized Work Station solution with Unified Storage:**

To supply, configure and implement complete solution in a high available, scalable, load balanced fail-over configuration, hosting G&G applications and work stations in a virtualized environment, on turnkey basis. Proposed solution should be based on Hyper-Converged enterprise IT infrastructure solution that integrates storage, compute, networking and hypervisor with single system management software. The storage system will be provided with de-duplication, compression, and optimization features along with powerful data management, data protection, and disaster recovery capabilities. The complete solution shall be designed and configured to provide seamless, optimal G&G application performance on LAN and across WAN/Internet with all security features as per the best industry practices. The G&G applications which need to be integrated with the HCI are products of M/s Schlumberger, Halliburton, M/s Paradigm & M/s CGG etc. (Petrel, Techlog, Petromod, Seisearch XV, VoxelGeo, Geolog, Stratimagic, HRS for AVO & seismic inversion etc.).

The successful bidder will design the solution as a separate G&G network with a well-defined security policy to allow access to G&G applications/data only from authenticated/registered users/devices. He will configure and implement various features asked in technical specification, as per the requirement of BPRL.

The implemented solution shall provide to user computing power of 4 HCI nodes with not less than 10TB flash SSD based usable storage equally distributed inside nodes and 50TB usable on all flash SSD Network Attached Storage (NAS) for storing project files/data and all required Networking hardware and associated Virtualization Software, Operating System Software, System Management Software etc.

The complete solution will comprise of HCI hardware, virtualization software and integration of G&G application software. Either HCI Infrastructure hardware OEM vendors or G&G application vendors having successfully supplied, commissioned and integrated similar





solution for Upstream Oil & Gas companies are only allowed to participate in the tender. In case HCI OEM is not quoting directly then they can quote maximum three number of system integrators (SI) authorized by HCI OEM. However, SI should submit bid only for one OEM. The system integrator should submit a valid manufacturer authorization form (MAF) as per the format given in the tender document, on the OEM letter head duly signed and stamped by OEM authorized signatory as well as acknowledged by the concern SI towards acceptance of the same. It will be responsibility of SI to keep authorization of the OEM valid till execution of the supply, installation and support period.

**Scope of Work:**

The tender is in three parts namely Part-1, II & III as follow:

**Part-I:** Supply, commissioning, sizing and execution of HCI infrastructure hardware including associated software.

- Supply of HCI infrastructure hardware including associated software including 3 years warranty.
- Installation, Commissioning, Sizing & execution of supplied items.
- Next 3 years Comprehensive AMC Charges.

OEM onsite support for supplied hardware and software for six years (3 years warranty + 3 years comprehensive AMC) with 24x7 telephone support. The comprehensive hardware warranty support will include onsite repair/replacement of parts with 6 hours CTR SLA, updates and patches for all system software, drivers etc. The software support will include 5-year subscriptions for updates, new releases etc., for supplied Virtualization Software, System Management Software and application software.

Training on configuring, managing and day to day operations of supplied HCI solution including VMWare software, VPN etc. The training will be provided at BPRL premises or OEM's training facility. Bidder need to provide training material.





**Part-II:** Integration of HCI infrastructure with G&G application software, fine tune the solution for optimal performance and G&G data migration.

- Integration of HCI infrastructure with G&G application software including 1 year onsite support.
- Next 3 years Comprehensive AMC Charges.

G&G vendor need to provide onsite support for four years (1+3 years AMC) for fine tuning, trouble shooting and management of VMs for smooth running of the G&G application software. The support is required for four years with 12x7 (0900-2100 hrs IST) telephone support. The detail of the annual maintenance contract is provided in AMC section of the tender.

**Part-III (optional):** D2D backup solution and its replication at remote location. This part of the tender has been kept optional.

- Supply of D2D backup solution and its replication at remote location including 3 years warranty.
- Installation, Commissioning, Sizing & execution of supplied items.
- Next 3 years Comprehensive AMC Charges.

OEM onsite support for supplied hardware and software for six years (3 years warranty + 3 years comprehensive AMC) with 24x7 telephone support. The comprehensive hardware warranty support will include onsite repair/replacement of parts with 6 hours CTR SLA, updates and patches for all system software, drivers etc.

The detailed technical Scope of Work (SOW) and specifications for different items required under each Part of the solution are given below. The techno-commercial evaluation of each part of the tender will be carried out independently. Part-I & II are kept as firm and Part-III as optional. The award of Part-III job is sole discretion of BPRL and may be awarded within the bid validity period.

#### **Part-I**

Detailed technical Scope of Work (SOW) and specifications for different items under Part-I are as follow:



| Technical Specifications and Feature Requirement  | Compliance (Yes/No) | Remarks |
|---|---------------------|---------|
| <b>01. HCI Nodes - 04 Numbers</b>   |                     |         |
| <ul style="list-style-type: none"> <li>Proposed solution must be “Hyper Converged Infrastructure” listed in the Leaders’ quadrant of last available Gartner’s Magic Quadrant for Hyper Converged Infrastructure. Every HCI node should be an HCI APPLIANCE. Node should be having Hyper Converged Software that allow delivery of enterprise class storage services using latest x86 Server Virtualization Infrastructure.</li> </ul>   |                     |         |
| <ul style="list-style-type: none"> <li>Hyper converged Infrastructure appliance, which comes Factory Installed with various software including Software Defined Storage and hypervisor. SDS should NOT be top-up or add-on software license bundled on generic x86 server. It should be an integral part of appliance. Should be based on modular scalable architecture having the ability to add auto-discoverable Nodes, It must support automated cluster deployment, configuration and non-disruptive updates. Automate and simplify the task of managing hypervisor installation, configuration and upgrade on multiple physical servers.</li> </ul> |                     |         |
| <ul style="list-style-type: none"> <li>Fully Software Defined Infrastructure (Compute, Network, Storage and Management). Technology must be software defined, so that the technology is, in essence, all integrated and cannot be broken out into separate components of Server and functional Storage on its own.</li> </ul>   |                     |         |
| <ul style="list-style-type: none"> <li>Solution should also have capability to use Software Defined Networking.</li> </ul>  |                     |         |



| Technical Specifications and Feature Requirement  | Compliance (Yes/No) | Remarks |
|---|---------------------|---------|
| <ul style="list-style-type: none"> <li>• The planned each rack mounted server node should comprise a minimum of: -               <ul style="list-style-type: none"> <li>a). Dual CPU per node- Intel Xeon Skylake (gold series) or later with minimum 18 cores and 2.7GHz clock speed per CPU.</li> <li>b). Solution must be sized with Min 1 x Tesla P40 Nvidia GPU card per node and should be capable to populate 2 GPU cards per node for future scalability.</li> <li>c). Proposed HCI should be configured with dedicated Cache SSD per node for improved write performance. In case HCI OEM does not support dedicated Cache SSD, then HCI OEM need to ensure the cache capacity required is provisioned as per their standard proposed architecture.</li> <li>d). 768GB of RAM with 12 * 64 GB DIMM modules</li> <li>e). Min. 10TB usable capacity through SSD Disks without De-duplication and Compression.</li> <li>f). Redundant Power supplies and cooling of adequate sizing to meet optimal peak performance requirement of the designed solution.</li> </ul> </li> </ul> |                     |         |
| <ul style="list-style-type: none"> <li>• HCI appliance should be sized with 6 x 10 GB SFP+ network ports. Solution should be capable to add additional NICs to HCI nodes for future expansion. Required SFP+ transceivers, Fiber patch cords etc. shall be included for connection to the TOR switches.</li> </ul>  |                     |         |
| <ul style="list-style-type: none"> <li>• No Single Point of Failure with complete redundancy at all levels. HCI Nodes should be configured to support data &amp; cluster availability in event of One Node Failure. Solution should be sized for one node failure.</li> </ul>   |                     |         |



| Technical Specifications and Feature Requirement   | Compliance (Yes/No) | Remarks |
|--|---------------------|---------|
| <ul style="list-style-type: none"> <li>Proposed solution should support synchronous and asynchronous, local and remote replication to any x86 platform as long as hypervisor is same. Proposed solution also should support hypervisor-based replication so that there is no dependency to have same HCI solution at DR</li> <li>The Proposed HCI Solution should include replication licenses for at least 20 VMs. The replication software should support automated failover and failback and should be platform independent i.e. should support HCI to non-HCI platform (traditional Server, storage and virtualization) replication with the virtualization layer being same for both HCI and Non-HCI platform.</li> </ul> |                     |         |
| <ul style="list-style-type: none"> <li>Should support Deduplication, Compression and Erasure coding/RAID+RAIN/RF2/RF3.</li> </ul> <p>If any additional Hardware is needed to be considered for the same as part of the node, it should be provided in redundancy per node or additional node (with same GPU, CPU and Memory) needs to be considered in addition to the requested configuration to take care of single point of failure.</p>  |                     |         |
| <ul style="list-style-type: none"> <li>Storage policies should be enforced directly from hypervisor and managed directly from hypervisor.</li> </ul>   |                     |         |
| <ul style="list-style-type: none"> <li>Single Web Interface Central Management for Compute, Network, Storage and Clustering.</li> </ul>  |                     |         |
| <ul style="list-style-type: none"> <li>Single Click Upgrade for all components of compute (including network adapter, BIOS), hypervisor and SDS.</li> </ul>  |                     |         |



| Technical Specifications and Feature Requirement   | Compliance (Yes/No) | Remarks |
|--|---------------------|---------|
| <ul style="list-style-type: none"> <li>Separate SSD apart from the capacity SSD requested needs to be considered (in redundancy) for Booting the Virtualization OS.<br/><br/>In case Separate SSD for booting cannot be configured, additional capacity SSD's needed to be provided apart from the requested above.</li> </ul>   |                     |         |
| <ul style="list-style-type: none"> <li>HCI Solution should be able to provide Quality of Service measures on Storage and Network Operations. This is to ensure minimum IOPS (performance) and minimum bandwidth (throughput) to critical applications.</li> </ul>  |                     |         |
| <ul style="list-style-type: none"> <li>Proposed solution should be based on modular scalable architecture having the ability to add auto-discoverable Nodes. Node addition should be non-disruptive &amp; seamless; and should allow simple ONE node scaling.</li> </ul>   |                     |         |
| <ul style="list-style-type: none"> <li>The solution should support non-disruptive Scale-Up (Upgrade by inserting additional drives in existing empty drive-slots &amp; increasing the RAM) whenever required and Scale-Out (Upgrade by adding nodes) upgrades to grow capacity and/or performance with no disruption to the workloads already running on the platform.</li> </ul>                              |                     |         |
| <ul style="list-style-type: none"> <li>Proposed solution must support cluster deployment, configuration and non-disruptive updates and migration</li> </ul>  |                     |         |
| <ul style="list-style-type: none"> <li>Proposed hypervisor should support following features:               <ol style="list-style-type: none"> <li>Should be certified by G&amp;G Application vendor like Schlumberger or Halliburton.</li> <li>Should be certified by Windows and RHEL.</li> <li>Should support features like encryption during vMotion, dynamic load balancing of VMs</li> </ol> </li> </ul> |                     |         |



| Technical Specifications and Feature Requirement  | Compliance (Yes/No) | Remarks |
|---|---------------------|---------|
| <p>automatically across the nodes to maintain optimum node utilization.</p>   |                     |         |
| <ul style="list-style-type: none"> <li>• Solution must provide quality of service on a per-VM basis.</li> </ul>   |                     |         |
| <b>02. Storage System (NAS storage) – 1 No</b>  |                     |         |
| <ul style="list-style-type: none"> <li>• The vendor will design a high available, scalable all flash Storage solution with no single point of failure, fully compatible and certified with the offered virtual server environment.</li> <li>• The proposed storage should be an All Flash Storage array and should be from an OEM as part of latest Gartner’s leaders Quadrant for Solid-State arrays</li> <li>• Offered Storage shall support all well-known protocols like FC, ISCSI, CIFS/SMB, NFS, etc</li> <li>• Shall be offered with Dual redundant, active-active storage controllers with minimum <b>96GB</b> DRAM Cache memory across the controller. (Higher Cache is accepted)</li> <li>• The Unified Storage shall be offered with all flash SSD drives to provide minimum 50TB usable capacity in RAID 6 configuration or equivalent</li> <li>• 50TB usable storage must be without De-duplication and Compression. System should support minimum <b>150</b> Drives.</li> <li>• The supplied SSD drive size should not be less than 4 TB each.</li> <li>• At least 4 Nos. of 10 Gb SFP+ front end ports per controller for NAS connectivity.</li> </ul> |                     |         |



| <b>Technical Specifications and Feature Requirement</b>   | <b>Compliance (Yes/No)</b> | <b>Remarks</b> |
|---|----------------------------|----------------|
| <ul style="list-style-type: none"><li>• At least 2 nos. of 16 Gbps FC front end ports per controller for connectivity to SAN switch</li><li>• Storage should be able to add additional 4 * 10 Gb SFP+ ports per controller in future</li><li>• Fully automatic de-staging of cache contents to disks/flash drive in order to prevent possible data loss during extended power outage.</li><li>• Proposed storage should support WORM capabilities for file data and license for the same needs to be considered</li><li>• The proposed storage should support Data at Rest Encryption and licenses for same needs to be considered for entire capacity</li><li>• The proposed storage should support NDMP direct (LAN-free backup) and licenses for same needs to be included.</li><li>• Redundant hot plug power supplies Hot spare disk modules should be a standard feature. At least 1 Global Hot spare disk should be configured, or equivalent spare space should be reserved in the disk pool in addition to the capacity asked for in the tender.</li><li>• The Storage should support industry-leading Operating System platforms including: Windows, VMware and Redhat Linux.</li><li>• The Storage should have the capability to provide Quality of Service (QoS) for the LUNs/volumes configured in the system to ascertain desired performance level for applications</li><li>• Thin provisioning for efficient utilization of available storage capacity and for accurate planning of capacity.</li></ul> |                            |                |



| Technical Specifications and Feature Requirement   | Compliance (Yes/No) | Remarks |
|--|---------------------|---------|
| <ul style="list-style-type: none"> <li>• Offered Storage shall be provided with features like de-duplication and compression, Snapshots for instant point-in-time copies of data on per volume basis, replication to remote site. Licenses for same needs to be considered</li> <li>• Storage must be configured with capability of application consistent snapshots for MS SQL/Oracle Database, VMware and Microsoft exchange.</li> <li>• The Storage array should support upgrade to higher model with Data-in-place protection in the offered array family to meet future data growth and lower TCO.</li> <li>• Dynamic array expansion/online disk upgrade within array, dynamic Volume/LUN expansion.</li> <li>• The Storage array must provide end-to-end data protection using industry standard mechanism such as parity checking, checksum and background disk scrubbing etc.</li> <li>• Storage OEM shall provide management dashboard that provides Basic performance characteristics like IOPS, Throughput, configuration related analytics and Storage health reporting for trending analysis along with remediation suggestions</li> <li>• Vendor to provide software licenses for implementing, configuring, managing &amp; monitoring above mentioned features for the designed storage capacity.</li> </ul> |                     |         |
| <p><b>03. Access / Core Switch and Top of Rack (TOR) Switches (2Nos. each)</b></p>   |                     |         |
| <ul style="list-style-type: none"> <li>• Access / Core Switches and Top of Rack (TOR) switches must be from the proposed HCI OEM only. In case the HCI</li> </ul>  |                     |         |





| <b>Technical Specifications and Feature Requirement</b>   | <b>Compliance (Yes/No)</b> | <b>Remarks</b> |
|---|----------------------------|----------------|
| <p>OEM does not have a TOR solution, same should be offered from the leading technologies which are listed in the Gartner's Leader's Quadrant in the latest Magic Quadrant for Network.</p> <ul style="list-style-type: none"><li>Proposed Switches should be Data Center Class Switches and not Campus Switches</li></ul> <p><b><u>Core/ Access Switch Specification (2 Qty):</u></b></p> <p>Ports per TOR switch shall be configured with required licenses and compatible cables as below:</p> <ol style="list-style-type: none"><li>Minimum 48 x 1G Copper with 48 nos of cables minimum 5m in length per switch.</li><li>Minimum 2 x 100G QSFP+ with required no of DAC's minimum 3m in length per switch for Core to TOR and Core to Core interlink.</li></ol> <p><b><u>TOR Switch Specification (2 Qty):</u></b></p> <p>Ports per TOR switch shall be configured with required licenses and compatible cables as below:</p> <ul style="list-style-type: none"><li>Minimum 24 x 10G Short Range SFP+ with 24 nos of cables minimum 5m in length per switch for connectivity of HCI nodes and unified Storage to TOR switches.</li><li>Minimum 2 x 100G QSFP+ with required no of DAC's minimum 3m in length per switch for Core to TOR and Core to Core interlink.</li><li>Each Switch must be capable of delivering minimum back plane bandwidth of 1.40 Tbps.</li></ul> |                            |                |



| Technical Specifications and Feature Requirement   | Compliance (Yes/No) | Remarks |
|--|---------------------|---------|
| <ul style="list-style-type: none"> <li>• Support for minimum 2000 Active VLANs</li> <li>• Should support IPV6 routing protocols</li> <li>• Should support Jumbo frames on all ports</li> <li>• Each Switch must be provisioned with adequate hot swappable power supplies and cooling in redundant mode for the optimal system performance.</li> <li>• Each Switch should support non-blocking, wire speed performance.</li> <li>• Switch and optics must be from the same OEM.</li> </ul> <p>Any software licenses required for above functionalities/features shall be provided.</p> |                     |         |

| MONITORS, SOFTWARE & PRINTERS   |  |  |
|---|--|--|
| <b>04. Thin Clients with Dual Monitors - 10 Nos (20 Monitors)</b>   |  |  |
| <ul style="list-style-type: none"> <li>• 32-inch Monitor supporting 3840 x 2160 resolution with DP ports.</li> <li>• OS – Windows 10 (64bit) or higher</li> <li>• CPU – Intel® Celeron J4105 (Quad core 2.0 GHz or higher)</li> <li>• Memory – 32 GB SD or higher / 8GB RAM DDR4</li> <li>• Graphics – Built-in Graphics controller</li> <li>• I/O – 3 x USB 2.0, 6 x USB 3.2, universal headset jack, 1 x RJ-5, 2 x Display Ports</li> <li>• Integrated Realtek® Ethernet LAN 10Mb/100Mb/1Gb Copper RJ45 (Optional Intel® Wireless-AC 2x2 802.11ac with Bluetooth 4.0, external antennas), Wake On LAN.</li> </ul> |  |  |
| <b>05. Colour Printer - 1 No</b>  |  |  |
| <ul style="list-style-type: none"> <li>a. Size: A3 and A4 size color printer</li> <li>b. Resolution in dpi: Up to 2400 x 1200 optimized dpi from 1200 x1200</li> </ul>  |  |  |



|   |  |  |
|---|--|--|
| <p>c. input dpi</p> <p>d. Minimum 128 MB memory</p> <p>e. Interfaces : Network Ethernet</p>   |  |  |
| <b>06. Software Licenses for Virtualization</b>   |  |  |
| <ul style="list-style-type: none"> <li>• VMware Horizon View 7/Citrix – 10 concurrent users</li> <li>• VMware vCenter server 6 standard for vSphere 6 – 1 Number</li> <li>• Microsoft Server (Data Center edition) 2012 or later – 2 Number</li> <li>• Window 10 professional for VDI including Antivirus– 10 number</li> <li>• RedHat Enterprise Linux - 4 numbers</li> <li>• NVIDIA GRID SW- 10 concurrent users</li> </ul> |  |  |

The vendor participating in Part-I must have to consider the buyback of following items:

| Serial No. | Year of Procurement | Asset Description          | Make | Model             | Specification   |
|------------|---------------------|----------------------------|------|-------------------|---|
| 1.         | March-2009          | Workstation                | HPE  | HP Z800           | 2 processor, 64GB RAM & 600GB ROM, 64bit OS, 24" CPU                                |
| 2.         | March-2011          | Workstation                | HPE  | HP Z800           | 2 processor, 32GB RAM & 600GB ROM, 64bit OS   |
| 3.         | Dec-2010            | HP storage server          | HPE  | M 6412            | FC disk with 30TB usable storage capacity (89x558 GB of each FC disk, 8 enclosures) |
| 4.         | May-2011            | Server for Linux -Paradigm | HPE  | Proliant DL380 G7 | 2 Processor, 32GM RAM, 6x146GB HDD 64bit OS, Redhat Linux 5.6                       |



**Part-II:**

The detailed Scope of Work (SOW) under Part-II of the tender are given as below: -

| Specification   | Compliance (Yes/No) | Remarks |
|---|---------------------|---------|
| <ul style="list-style-type: none"><li>Integration, fine-tune and sizing of VMs with G&amp;G application Software and HCI infrastructure provided as per the specification mentioned in PART-I.</li></ul>    |                     |         |
| <ul style="list-style-type: none"><li>Seamless functioning of all G&amp;G Applications (Petrel, Techlog, PetroMod, SeisEarth, VoxelGeo, Geolog, HRS , ArcGIS &amp; OpendTect) in VDI environment.</li></ul> |                     |         |
| <ul style="list-style-type: none"><li>G&amp;G data migration (25TB) from old storage to new HCI infrastructure.</li></ul>   |                     |         |

**Part-III**

This part of the tender is optional and BPRL may place the award of job within one year from bid validity period. The award of job is based on the requirement and sole discretion of BPRL. The techno-commercial evaluation for this part will also be carried out independently. The scope of work for Part-III is given as follow:

| Technical Specifications and Feature Requirement  | Compliance (Yes/No) | Remarks |
|---|---------------------|---------|
| <b>01. Backup Software and Disk Based Appliance</b>   |                     |         |
| <ul style="list-style-type: none"><li>Proposed backup software should be available on various OS platforms like Windows, Linux, HP-UX, IBM AIX, Solaris etc. The backup server should be compatible to run on both Windows and Linux OS platforms</li><li>Proposed Backup Software should be able to backup minimum 50 TB NAS Data using NDMP</li></ul> |                     |         |



| Technical Specifications and Feature Requirement  | Compliance (Yes/No) | Remarks |
|---|---------------------|---------|
| <p>protocol or any alternative way to the proposed Disk Based Appliance.</p> <ul style="list-style-type: none"><li>• The solution must support client-direct backup feature for file system, applications and databases to reduce extra hop for backup data at backup/media server to cater stringent backup window.</li><li>• Backup Solution must support multi tenancy feature for creation of distinct data zones where the end users have access without being able to view data, backups, recoveries, or modify in other data zones.</li><li>• The proposed backup software should support restore a single VM, single file from a VM, a VMDK restore from the same management console for ease of use.</li><li>• Proposed backup software should not need a physical proxy server for VMWare backups and should have a minimum of 24 concurrent sessions capability for the VMWARE VM machines image-based backups with single virtual proxy. It should support instant access of a VM machine.</li><li>• The proposed backup solution should provide search capability from a web portal to allow search for a single file from complete backup store.</li><li>• All existing G&amp;G data in LTO-4 tapes (existing backup solution using Tivoli software) to be migrated to D2D backup solution.</li></ul> |                     |         |



| Technical Specifications and Feature Requirement   | Compliance (Yes/No) | Remarks |
|--|---------------------|---------|
| <p><b><u>Disk Based Backup Appliance (2 Qty-1 in DC and 2<sup>nd</sup> in DR with replication):</u></b></p> <ul style="list-style-type: none"><li>• Proposed disk based backup appliance should be a Purpose Built Backup Appliance and should be able to interface with various industry leading server platforms, operating systems and Must support LAN/SAN based D2D backup and VTL backup simultaneously via NFS v3, CIFS, FC , OST/Catalyst protocols with global de-duplication for data ingested across all of them.</li><li>• Proposed appliance should support industry leading backup software like EMC Networker, Symantec Netbackup, Commvault and HP Data Protector etc and should Support deduplication at backup server/ host / application level so that only changed blocks travel through network to backup device (any additional hardware required for the same needs to be provided as part of the solution)</li><li>• Proposed appliance should be sized as per the following parameters:<ul style="list-style-type: none"><li>iii. Source as Geo-Seismic File Data of 50 TB usable capacity</li><li>iv. 10 % YOY on Growth for 3 Years</li><li>v. Daily Rate of Change 5 %</li><li>vi. RETENTION - Daily Incremental copies for 4 Weeks, and Monthly copy for 3 month retention.</li></ul></li><li>• Proposed appliance should support minimum backup throughput of 20 TB/hr while maintaining</li></ul> |                     |         |



| Technical Specifications and Feature Requirement   | Compliance (Yes/No) | Remarks |
|--|---------------------|---------|
| <p>a single deduplication pool with RAID 6 and min. one hot spare disk as well. The disks used should be of 3TB / 4TB in size.</p> <ul style="list-style-type: none"><li>• Proposed appliance should support different retentions for primary and DR backup storage and should support instant copy creation on remote site for better DR readiness with support for transmitting only deduplicated unique data in encrypted format to remote sites.</li><li>• Proposed appliance should Support Enterprise Applications and Database Backups without integration with Backup Software, for better visibility of Backups to Application and database Owners, thus ensuring faster and direct recovery on application/database level. This integration should be available for Oracle, SAP, SAP HANA, DB2, MS SQL, Hadoop, MongoDB, Cassandra etc. in future</li><li>• Proposed appliance should support retention lock (WORM) feature which ensures that no data is deleted accidentally and support for point-in-time copies of a LUN or volumes with minimal performance impact</li><li>• Proposed appliance should be offered with Multi-Tenancy features which provides a separate logical space for each tenant user.</li></ul> |                     |         |



| Technical Specifications and Feature Requirement   | Compliance (Yes/No) | Remarks |
|--|---------------------|---------|
| <ul style="list-style-type: none"> <li>Proposed appliance should support bi-directional, many-to-one, one-to-many, and one-to-one replication</li> <li>All existing G&amp;G data in LTO-4 tapes to be migrated to D2D backup solution.</li> </ul> <p><b>Backup Server (2 Qty):</b></p> <ul style="list-style-type: none"> <li>Physical Backup Server with appropriate Windows OS license should be configured</li> <li>Backup server should have minimum 8 Core, 32 GB RAM, 2 * 10 Gb SFP+ ports, 2 * 8 Gb FC ports, 2 * 600 GB 10K SAS disks</li> </ul> |                     |         |

**Buyback of existing Backup Solution:**

The vendor participating in Part-III must have to consider the buyback of following items:

| S. NO | Year of procurement | Asset Description | Make | Model          | Specification  |
|-------|---------------------|-------------------|------|----------------|--|
| 1.    | Dec-2010            | TSM server        | HPE  | Proliant DL380 | 2 processor: Intel R Xeon CPU X5650@2.67Hz; RAM 32GB & ROM 250GB, 64bit OS |
| 2.    | Dec-2010            | HP tape Library   | HPE  | EML series     | EML tape library 4 Drives with LTO-4                                       |

**The hardware and software OEM vendors for Part-I & II must comply the following points:**

- Hardware items and necessary bundled software for Part-I are mentioned in the tender document. Any component which is not explicitly mentioned but is critical for installation, commissioning, effective utilization and optimal performance of the proposed HCI solution must form a part and parcel of the solution offered by the vendor without any commercial impact to BPRL.
- At the time of installation and integration of the system, if it is found that some additional hardware accessories or software items with licenses are required to





complete the configuration, which were not included in the vendor's original list of deliverables then hardware OEM vendor is required to supply such items to ensure the completeness of the configuration at no extra cost to BPRL.

Thus, vendor should ensure completeness of the list of deliverables in the offer to avoid such discovery during installation and therefore all items required to make the system fully functional must be quoted.

3. Vendor may visit BPRL office to understand the requirement. Any civil and electrical modifications required to make the system fully functional must be suggested by the vendor's prior to delivery of systems.
4. All equipment to be supplied must confirm to Indian power requirements.
5. All the necessary cables, connectors and other accessories required to complete the entire scope of work must be supplied by the vendor.
6. Hardware OEM vendor has to submit schematic diagram and integration with existing BPRL network for proposed HCI solution along with the bid.
7. Hardware OEM vendor will be responsible for the configuration and implementation of solution as mentioned in Part-I of the scope of work. The solution under Part-I shall be certified by HCI OEM before project sign-off.
8. The project needs to be executed in collaboration of hardware OEM vendor and G&G Software vendor. G&G software vendor must ensure the provided HCI infrastructure is well suited for the G&G applications (Petrel, Petromod, Techlog, Epos, Geolog and VoxelGeo, OpenDtect and HRS software).
9. G&G application software suites of M/s Schlumberger, M/s Paradigm, M/s HLS and M/s CGG Veritas (Petrel, Petromod, Techlog, Epos, Geolog and VoxelGeo, OpenDtect and HRS software etc.) will be provided by BPRL. The successful G&G application vendor has to integrate all the application software and must ensure the optimal performance & full functionality of the above-mentioned software suites.
10. Project sign off will be done on completion of steady state operation period of 30 days with all G&G application software running on the platform.
11. Project shall be considered as complete once project sign off is done.
12. Till award of job 'D2D backup solution' as mentioned in Part-III of the tender, BPRL will continue its IBM Tivoli Storage Manager (TSM) backup solution for data backup and archival. Hardware OEM vendor need to ensure the TSM backup configuration on HCI.



13. Existing UPS of capacity 20KVA need to be used for power backup of the new IT infrastructure. The vendor needs to integrate the same with HCI.

**The hardware and software OEM vendors for Part-III must comply the following points:**

1. Hardware items and necessary bundled software for Part-III are mentioned in the tender document. Any component which is not explicitly mentioned but is critical for installation, commissioning, effective utilization and optimal performance of the proposed D2D backup solution must form a part and parcel of the solution offered by the vendors without any commercial impact to BPRL.
2. At the time of installation and integration of the system, if it is found that some additional hardware accessories or software items with licenses are required to complete the configuration, which were not included in the vendor's original list of deliverables then hardware OEM vendor is required to supply such items to ensure the completeness of the configuration at no extra cost to BPRL.

Thus, vendor should ensure completeness of the list of deliverables in the offer to avoid such discovery during installation and therefore all items required to make the system fully functional must be quoted.

3. Vendor may visit BPRL office to understand the requirement. Any civil and electrical modifications required to make the system fully functional must be suggested by the vendor's prior to delivery of systems.
4. All equipment to be supplied must confirm to Indian power requirements.
5. All the necessary cables, connectors and other accessories required to complete the entire scope of work must be supplied by the vendor.
6. Hardware OEM vendor has to submit schematic diagram and integration with existing BPRL network for proposed D2D backup solution along with the bid.
7. Hardware OEM vendor will be responsible for the configuration and implementation of solution as mentioned in Part-III of the scope of work.
8. Project sign off will be done on completion of steady state operation period of 30 days.
9. Project shall be considered as complete once project sign off is done.
10. Existing UPS of capacity 20KVA need to be used for power backup of the new IT infrastructure. The vendor needs to integrate the same with D2D backup solution.

## **2. PROJECT DELIVERABLES**

**The key project deliverables are listed below:**

Part-I

- Project Plan and schedule



- Detailed Implementation Design
- Installation Reports
- Detailed system configuration document
- Acceptance Testing Reports
- Relevant Manual and Literature
- Training and Course Material

#### Part-II

- Commissioning & Integration Report of G&G application software with the HCI solution
- Data migration
- Performance report of G&G application on HCI

#### Part-III

- Project Plan and schedule
- Detailed Implementation Design
- Installation Reports
- Detailed system configuration document
- Acceptance Testing Reports
- Relevant Manual and Literature
- Training and Course Material

#### **Documentation**

##### Part-I

- Hardware OEM vendor will provide a complete documentation on implementation and deployment for each component. The documentation will cover but not limited to the following:
  - i. Features installed and configured
  - ii. Hardware/Software Configuration of the Servers
  - iii. BPRL Deployment Architecture
  - iv. Troubleshooting
  - v. OEM product manuals, licenses, warranty documents etc.
- Software Manuals: The Bidder must list the documentation (systems and user manuals) provided with the Application software solutions. Bidder shall provide DVDs/CDs for manuals, data sheets, etc.

##### Part-II

- Software G&G vendor will provide a complete documentation on integration of each G&G application software with HCI infra. The documentation will cover but not limited to the following:
  - i. Installation report and each software database



- ii. Troubleshooting
- iii. Data migration

**Part-I**

- Hardware OEM vendor will provide a complete documentation on implementation and deployment for each component. The documentation will cover but not limited to the following:
  - i. Features installed and configured
  - ii. Hardware/Software Configuration of the Servers
  - iii. BPRL Deployment Architecture
  - iv. Troubleshooting
  - v. OEM product manuals, licenses, warranty documents etc.
- Software Manuals: The Bidder must list the documentation (systems and user manuals) provided with the Application software solutions. Bidder shall provide DVDs/CDs for manuals, data sheets, etc.

### **3. ACCEPTANCE TESTS**

#### **On Site Acceptance Test (OSAT) for Part-I**

- a) On completion of supply, installation, configuration, and fine tuning of the solution but before commissioning, BPRL and Implementation Vendor shall verify for the correctness and completeness of the configuration and completeness in the solution for acceptability. The successful G&G software vendor will ensure the installed HCI infrastructure is suitable to execute all the G&G applications.
- b) Successful Hardware OEM vendor will get the implementation design for Hyper Converged Infra (HCI) validated from OEM of supplied HCI solution and for VMWare components of the solution validated from M/S VMWare respectively, before implementation of the solution.
- c) A schedule of all the acceptance tests and procedures shall be submitted by the bidder at least one week in advance before the acceptance test. The acceptance test and procedures shall clearly indicate the specifications clause(s) to be verified and shall cover various features mentioned in scope of work. BPRL has the right to make modifications or additions in the schedule as considered necessary.
- d) In the event of G&G-application-software/hardware/networking etc. failing to pass the acceptance test, a period not exceeding two weeks will be given to hardware OEM vendor to rectify the defects and clear the acceptance test, failing which BPRL shall have the right to reject the supplied, installed, installed, and/or commissioned goods, hardware, software, networking and services, etc.



- e) Bidder shall prepare a document for day to day Operations & Maintenance, system administration, backup etc.

**On Site Acceptance Test (OSAT) for Part-II**

- a) The successful G&G software vendor shall be solely responsible for G&G data migration, integration of all G&G application software and any fine-tuning required for its satisfactory performance.
- b) Bidder shall prepare a document for day to day Operations & Maintenance, system administration, data migration etc.

**On Site Acceptance Test (OSAT) for Part-III**

- a) On completion of supply, installation, configuration, and fine tuning of the solution but before commissioning, BPRL and Implementation Vendor shall verify for the correctness and completeness of the configuration and completeness in the solution for acceptability.
- b) Bidder shall prepare a document for day to day Operations & Maintenance, system administration, backup etc.

**4. Special Terms & Conditions**

**1. Delivery / Completion Period for Part-I, II & III:**

| Part     | Item   | Delivery / Completion Period  |
|----------|--|---|
| Part-I   | Hyper Converged Infrastructure (HCI) Hardware and Virtualization Soft-Ware | 06 weeks from the date of Letter of Award (LOA) including supply of hardware/software, installation, configuration, integration and commissioning of the complete solution. |
| Part-II  | Integration Of G&G Application Software With HCI Solution & Data Migration | 03 weeks from the date of initiation from BPRL.   |
| Part-III | D2D Backup Solution and Its Replication                                    | 06 weeks from the date of Letter of Award (LOA) including supply of hardware/software, installation, configuration, integration and commissioning of the complete solution. |

The completion period will be 06 weeks from the date of Letter of Award (LOA) including supply of hardware/software, installation, configuration, integration and commissioning of the complete solution.



## **2. Warranties:**

### **Service Level Agreement (SLA) for Part-1**

For all Hardware and Software supplied under this project, SLA during warranty and AMC would be as follows

1. As BPRL is considering the entire solution as HCI solution, therefore the hardware OEM vendor shall support as a single point support source for both hardware as well as software components supplied, as per Service Level Agreement (SLA) defined in this document. The total support cum warranty period would be for 6 years i.e. 3 years of warranty for first 3 years and 3 years of comprehensive AMC for 4th, 5th and 6th year.
2. Warranty start date shall be from the date of project sign-off. CAMC will start after warranty period of 3 years is completed. BPRL shall enter into CAMC for 4<sup>th</sup> year onwards before completion of warranty period with same rates, terms and conditions.
3. Hardware OEM vendor shall provide hardware and software support, subscriptions, upgrades, updates, signatures, firmware, patches and support from OEM for the entire solution during Warranty and AMC period.

### **Service Level Agreement (SLA) for Part-II**

1. G&G vendor need to provide onsite support for four years (1+3 years) for fine tuning, trouble shooting and management of VMs for smooth running of the G&G application software. The CAMC will start after completion of one year from the date of project sign off. The support will be required with 12x7 (900-2100 hrs IST) telephone support. The CAMC service will be continued based on its requirement on sole discretion of BPRL.

### **Service Level Agreement (SLA) for Part-III**

1. The hardware OEM vendor shall support as a single point support source for both hardware as well as software components supplied, as per Service Level Agreement (SLA) defined in this document. The total support cum warranty period would be for 6 years i.e. 3 years of warranty for first 3 years and 3 years of comprehensive AMC for 4th, 5th and 6th year.
2. Warranty start date shall be from the date of project sign-off. AMC will start after warranty period of 3 years completed. BPRL shall enter into CAMC for 4<sup>th</sup> year onwards before completion of warranty period with same rates, terms and conditions
3. Hardware OEM vendor shall provide hardware and software support, subscriptions, upgrades, updates, signatures, firmware, patches and support from OEM for the entire solution during Warranty and AMC period.



## 5. Payment Schedule:

The following payment schedule will be used for processing payments:

| Part     | Item   | Payment Terms  |
|----------|--|--|
| Part-I   | Hyper Converged Infrastructure (HCI) Hardware and Virtualization Soft-Ware | 80% payment will be released after successful installation, configuration and commissioning of HCI solution.<br>20% payment will be released after successful integration of G&G application software with HCI solution.<br>Payment shall be released after satisfactory inspection and acceptance by authorized representative of the BPRL.<br><b>Note:</b> The qualified hardware OEM vendor has to engage a CERT-In empanelled IT Security audit agency need to complete the audit and certify the implemented solution from IT Security perspective before release of payment. |
| Part-II  | Integration Of G&G Application Software With HCI Solution & Data Migration | 100% payment will be released after successful installation, configuration, commissioning, integration with G&G applications and data migration.<br>Payment shall be released after satisfactory inspection and acceptance by authorized representative of the BPRL.   |
| Part-III | D2D Backup Solution and Its Replication                                    | 100% payment will be released after successful installation, configuration, commissioning of D2D backup solution and its replication at remote location.<br>Payment shall be released after satisfactory inspection and acceptance by authorized representative of the BPRL.   |

Payment shall be released with in 30 days from the date of receipt of undisputed invoice.

## 6. Undertakings from OEM(s):

Bidder shall specify the offered makes and models of OEMs for the material to be supplied while submitting their unpriced techno-commercial bid.

The successful bidder shall submit the following undertakings (from the OEMs based on which its bid has been qualified during the techno-commercial evaluation stage) after award but before or along with the PBG/security deposit, failing which the LOA shall be annulled:

(i) The OEM shall provide the maintenance / service / calibration facilities in India, if required, for all the equipments (hardware/software) to be supplied under the contract.



- (ii) The OEM shall confirm that the products/equipments are not end of life products.
- (iii) The OEM shall guarantee the 'lifetime supply/support' (i.e. 7 years for hardware and 3 years for software) of spares/upgrades/updates/patches etc. for all the equipments (hardware/software) to be supplied under the contract.
- (iv) The OEM undertakes to enter into Annual Maintenance Contract for 'lifetime' (i.e. 7 years) for all the equipments to be supplied under the contract, if awarded to him by BPRL.
- In case the OEM declines / fails to honor any of his above commitments, business dealings with such OEM shall be considered for banning from future business dealings.

## 7. Bill of Material

### Part-I

| S.No. | Item description  | Quantity | Unit |
|-------|---|----------|------|
| 1.    | Supply of Hyper converged Infrastructure (HCI) solution including computation and graphic cards.  | 4        | No   |
| 2.    | 48 port Core/Access Switch and TOR Switch   | 2        | No   |
| 3.    | Supply of Unified Storage (50TB)  | 1        | No   |
| 4.    | Supply of Thin Clients with Dual Monitors   | 10       | No   |
| 5.    | Supply of A3/A4 Color Printer   | 1        | No   |
| 6.    | VMware Horizon 7 Enterprise   | 10       | No   |
| 7.    | VMware vCenter Server 6 Standard for vSphere 6  | 1        | No   |
| 8.    | Windows Server (Data Center edition) 2012 or later  | 2        | No   |
| 9.    | Windows 10 professional for VDI including Antivirus   | 10       | No   |
| 10.   | Redhat Enterprise Linux   | 4        | No   |
| 11.   | NVidia Grid WS  | 10       | No   |
| 12.   | Configuration and Implementation of all the Hardware including installation, testing, commissioning, Acceptance test etc as per the tender terms and conditions | 1        | LS   |
| 13.   | Comprehensive AMC charges for next 3 years (4, 5 & 6th years)   | 3        | Year |





**Buyback of IT equipment to be considered along with Part-I**

| S.No. | Item description   | Quantity | Unit |
|-------|--|----------|------|
| 1.    | Buyback of Workstation, HPE, HP Z800, 2 processor, 64GB RAM & 600GB ROM, 64bit OS, 24" CPU including removal from BPRL office & transportation upto vendor location.                                     | 1        | No   |
| 2.    | Buyback of Workstation, HPE, HP Z800, 2 processor, 32GB RAM & 600GB ROM, 64bit OS including removal from BPRL office & transportation upto vendor location.  | 1        | No   |
| 3.    | Buyback of HP storage server, HPE, M 6412, FC disk with 30TB usable storage capacity (89x558 GB of each FC disk, 8 enclosures) including removal from BPRL office & transportation upto vendor location. | 1        | No   |
| 4.    | Buyback of Server for Linux –Paradigm, HPE, Proliant DL380 G7, 2 Processor, 32GM RAM, 6x146GB HDD64bit OS, Redhat Linux 5.6 including removal from BPRL office & transportation upto vendor location.    | 1        | No   |

Techno-commercially qualified bids under this part would be evaluated based on total cost of Hardware & Software supplied less total cost of buyback on IT equipment.

**Part-II**

| S.No. | Item description  | Quantity | Unit |
|-------|---|----------|------|
| 1.    | Integration of HCI solution with G&G application software (Petrel, Techlog, PetroMod, SeisEarth, VoxelGeo, Geolog, HRS , ArcGIS & OpendTect) etc. | 1        | LS   |
| 2.    | G&G data Migration of 25TB  | 1        | LS   |
| 3.    | Comprehensive AMC charges for next 3 years (2, 3 & 4th years)   | 3        | Year |

**Part-III (Optional)**

| S.No. | Item description   | Quantity | Unit |
|-------|--|----------|------|
| 1.    | Supply and installation of D2D Backup Solution (Disk Based Appliance one each for DC & DR) | 1        | LS   |
| 2.    | Comprehensive AMC charges for next 3 years (4, 5 & 6 <sup>th</sup> years)                  | 3        | Year |



**Buyback of IT equipment to be considered along with Part-III**

| S.No. | Item description   | Quantity | Unit |
|-------|--|----------|------|
| 1.    | Buyback of TSM server, HPE, Proliant DL380, 2 processor: Intel R Xeon CPU X5650@2.67Hz; RAM 32GB & ROM 250GB, 64bit OS including removal from BPRL office & transportation upto vendor location. | 1        | No   |
| 2.    | Buyback of HP tape Library, HPE, EML series, EML tape library, 4 Drives with LTO-4 including removal from BPRL office & transportation upto vendor location.                                     | 1        | No   |

Techno-commercially qualified bids under this part would be evaluated based on total cost of Backup solution supplied less total cost of buyback on IT equipment.

**End of Part 6**



## **PART-7**

### **Special Purchase Conditions**

#### **1. GENERAL**

- 1.1. Contractor shall be responsible to carry out the Work / supply material as per details contained in 'Part 5 - Scope of Work' of this Tender Document.
- 1.2. Contractor will perform the Services with reasonable skill and care as can be expected from an experienced contractor carrying out such services.
- 1.3. Contractor shall be responsible for timely provision of all required personnel, materials and equipment necessary for the Work / Supply / Services.
- 1.4. Wherever, it is mentioned in the Tender Document that Contractor shall perform certain work or provide certain services / facilities, it is understood that the Contractor shall do so at its own cost and the value of Contract shall be deemed to have included the cost of such performance and provisions so mentioned.

#### **2. DEFINITIONS**

Following terms and expressions shall have the meaning hereby assigned to them unless the context requires otherwise:

- 2.1. "Affiliate" shall mean any company which is a subsidiary or parent or holding company (at any tier) of a company or is the subsidiary (at any tier) of a company which is the parent or holding company (at any tier) of a company.
- 2.2. "Applicable Laws" shall include all Laws (National, State, Municipal, Local Government or others) and any requirement, bylaw, ordinance, rule, regulation, enactment, order or decree of any Governmental authority or agency (National, State, Municipal, Local or other) having jurisdiction over the Work/Services or Worksite or other locations where the Work/Services will be performed including, but not limited to, those laws related to Health, Safety and the Environment. "Applicable Laws" shall include all of the former laws which exist at the Effective Date as well as any new ones which may be enacted during the term of this Contract.
- 2.3. "Company" means Bharat PetroResources Limited (BPRL), a company incorporated under the laws of India.



- 2.4. "Contract" means the formal contract executed between the Company and the Contractor as a result of this tender. The instructions issued from time to time by Engineer – in - Charge or by his authorized representative and all documents taken together shall be deemed to form the Contract and shall be complementary to one another.
- 2.5. "Contractor" means the legal entity to whom Contract is awarded by Company for provision of various services being sought by the Company under this tender.
- 2.6. "Contractor's Items" / "Contractor's Equipment" means the equipment, vehicles and materials which are to be provided by Contractor at the expense of Contractor in order to render the Services which are listed in the Section under 'Scope of Work'.
- 2.7. "Contractor Personnel" means the operators, drivers, helpers, office staff and other personnel who are deployed by the Contractor for providing the Services.
- 2.8. "Contractor's Representative(s)" means such person(s) who has been duly appointed by Contractor to act on Contractor's behalf at site and whose appointment has been duly notified in writing to Company.
- 2.9. "Facility" means and includes all property of Company, owned or hired, to be made available for Services under the Contract and as is described herein, which is or will be a part of Company property.
- 2.10. "Government" means Government of India or the government of the state where Services are being provided by Contractor, inclusive of any ministry, agency, authority or other entity controlled by them.
- 2.11. "Gross Negligence" shall mean such wanton and reckless conduct, carelessness or omission as constitutes in effect an utter disregard for harmful, avoidable and reasonably foreseeable consequences of an act involving an extremely high degree of risk by which act harm is intended or harm is the inevitable result of conscious disregard of the safety of others.
- 2.12. "LOA" means the Letter of Award of Contract issued by Company to the successful bidder against this tender.
- 2.13. "Month" means a complete calendar month of the Year.



- 2.14. "Schedule of Rates" / "SOR" means the 'Schedule of Rates' or 'Price Schedule' annexed to the 'Letter of Award of Contract' ("LOA") specifying the agreed prices payable to Contractor for its various Services.
- 2.15. "Services / Work" mean the services to be provided / work to be performed by the Contractor under the Contract as are more particularly described in the 'Scope of Work' of the Tender Document and shall include such other services as may from time to time be agreed to in writing between the Contractor and the Company.
- 2.16. "Third Party" means any party or entity other than Company and Contractor.
- 2.17. "Willful Misconduct" shall mean an intentional, knowing-conscious or reckless act or omission, the pernicious results of which are detrimental to the interest of the other party and shall also mean to include a conscious willful act or conscious willful failure to act which is deliberately committed with the intent to cause harm or injury to persons or property.

### 3. SCOPE OF WORK

Contractor shall Supply goods and perform the Services as described herein and specified in the 'Scope of Work' (Part 5 of the Tender Document).

### 4. EFFECTIVE DATE AND DELIVERY PERIOD

4.1. The date of issue of Award of Contract' ("LOA") by Company shall be the 'Effective Date' of the Contract and as such all terms and conditions of the Contract shall come into effect from the date of issue of the LOA by Company.

4.2. Delivery Period shall be as follows:

| Part     | Item   | Delivery / Completion Period   |
|----------|--|--|
| Part-I   | Hyper Converged Infrastructure (HCI) Hardware and Virtualization Soft-Ware | 06 weeks from the date of Letter of Award (LOA) including supply of hardware/ software, installation, configuration, integration and commissioning of the complete solution. |
| Part-II  | Integration Of G&G Application Software With HCI Solution & Data Migration | 03 weeks from the date of initiation from BPRL.  |
| Part-III | D2D Backup Solution and Its Replication                                    | 06 weeks from the date of Letter of Award (LOA) including supply of hardware/ software,  |



|  |  |  |
|--|--|--|
|  |  | installation, configuration, integration and commissioning of the complete solution. |
|--|--|--|

4.3. BPRL shall have the option / right to terminate the Contract, at any time before the expiry date of the Contract in accordance with various provisions contained in the Contract.

#### 5. FORCE MAJEURE

5.1. Upon occurrence of Force Majeure as mentioned in the GCC and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within twenty-four (24) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

5.2. Should 'force majeure' conditions as stated above occur and should the same be notified within twenty-four (24) hours after its occurrence either party will have the right to terminate the Contract if such 'force majeure' condition continue beyond fifteen (15) days with prior written notice.

#### 6. RATE CONFLICT

In any case where two or more rates could apply to a given situation, the Contractor accepts that Contractor shall be paid at the lowest applicable rate.

#### 7. DELIVERY DATES AND PRICE REDUCTION SCHEDULE (PART I & III) / LIQUIDATED DAMAGE (PART-II):

7.1. The time and date of Delivery of Material(s) as stipulated in the Contract shall be adhered to on the clear understanding that the Price(s) of the Material(s) has/have been fixed with reference to the said Delivery date(s).

7.2. If any delay is anticipated by the Vendor in the delivery of the Material(s) or any of them beyond the stipulated date(s) of Delivery, the Vendor shall forthwith inform BPRL in writing of such anticipated delay and of the steps being taken by the Vendor to remove or reduce the anticipated delay, and shall promptly keep BPRL informed of all subsequent developments.

7.3. The delivery period quoted must be realistic & specific. The inability of successful Vendors to execute orders in accordance with the agreed delivery schedule will entitle BPRL, at its options, to:

7.3.1. Accept delayed delivery at prices reduced by a sum equivalent to 0.5% of the basic value of any goods not delivered for every week of delay or part



thereof, limited to a maximum of 5% of the total basic order value. LR date will be considered as delivery completion date for calculation of price reduction in the case of ex works contract. Date of receipt of materials at owners' premises shall be considered for calculation of price reduction for F.O.R destination contract.

7.3.2. Cancel the order in part or full and purchase such cancelled quantities from elsewhere on account at the risk and cost of the vendor, without prejudice to its right as per clause above in respect of goods delivered.

7.3.3. GST shall be applicable on the price reduction amount deducted.

7.4. In the event Contractor fails complete the job in accordance with tender terms and conditions, then Liquidated Damages @ 0.5% of Contract Value (basic value i.e. excluding GST) for every week of delay or part thereof up to a maximum of 5% of Contract Value (basic value i.e. excluding GST) will be deducted from the Invoice(s) value.

7.5. The Parties agree that the figures of Liquidated Damages indicated herein above are genuine pre-estimate of the loss/damage which Company would have suffered on account of delay/ breach on the part of the Contractor and the said amount would be payable without any requirement of proof of the actual loss or damage caused by such delay/breach.

7.6. All sums payable by way of liquidated damages shall be considered as reasonable compensation without reference to the actual loss or damages, which shall have been sustained. In the event of any difference(s) between the Parties, the decision of Company shall be final and binding.

7.7. Provisional Liquidated Damages (based on contract value excluding GST) would be deducted at the time of delay in delivery/mobilization. However, in cases where the concluded contract value is different from the original contract value due to change orders/variation in executed quantities/extension of time etc., the concluded contract value shall be considered for recovery of Liquidated Damages for late delivery/delayed completion. GST shall be applicable on the LD amount deducted.

## 8. TERMINATION OF CONTRACT

8.1. **Termination for Convenience by Company:** Notwithstanding anything contained herein to the contrary, Company shall have the right to terminate the Contract at any time, even though Contractor has not defaulted hereunder and, in such an event, Company shall be under no obligation of any nature,



except as provided hereunder, and Contractor shall not be entitled to any other compensation or remuneration of any nature, except for the Services rendered till such time the Contract is terminated and the due Demobilization Charges, if any.

- 8.2. **Termination due to default by Contractor:** Company shall have the right to terminate this Contract with immediate effect and forfeit the Performance Security Deposit submitted by the Contractor upon default of Contractor. Default shall be deemed to have occurred upon the occurrence of any of the following events:
- 8.3. If Company becomes dissatisfied with Contractor's conduct of Work hereunder, including, without limitation, slow progress, negligence, or insufficiently skilled Contractor Personnel and Contractor fails to commence to remedy and cure the same within 3 (three) Days after receipt of written notice thereof by Company.
- 8.4. If Contractor becomes insolvent, or makes any transfer or assignment for the benefit of creditors, or files for voluntary bankruptcy or receivership proceedings are instituted against Contractor.
- 8.5. If Contractor commits a breach or default in any of its covenants or obligations under this Contract and fails to cure and remedy the breach or default within 3 (three) Days after receipt of written notice thereof by Company, unless another time interval is provided herein for the same.
- 8.6. If any Governmental agency fails or refuses to grant Contractor Personnel the required entry permits pertaining to the location where Work is to be performed and Contractor fails to remedy the same within ten (10) Days after receipt of written notice thereof by Company.
- 8.7. If any Governmental agency fails or refuses to approve performance of Work by Contractor and/or Contractor Personnel and Contractor fails to remedy the same within ten (10) Days after receipt of written notice thereof by Company.
- 8.8. If Contractor and/ or Contractor Personnel commit an illegal act which: (i) is a violation of this Contract; or (ii) jeopardizes Company's relationship with the Government or any community where Company may conduct its operations, as determined by Company.
- 8.9. Termination for any of the aforesaid reasons shall be effective immediately from the date of default by Contractor and its Security Deposit shall be





forfeited. Termination under this clause shall be without prejudice to any claim, which Company may have against Contractor or Contractor may have against Company as a result of Work performed hereunder prior to such termination.

- i. **Termination due to Force Majeure situation:** Either Party shall have the right to terminate the Contract on account of Force Majeure.
- ii. **Termination on expiry of Contract:** This Contract shall automatically terminate on the expiry of 'Duration of Contract' on successful completion of Work and discharge of its contractual obligations by Contractor in accordance with the 'Scope of Work'.

## 9. GST CLAUSE

The Government of India is rolled out GST effective 01/07/2017; hence, price bid (s) has (ve) been prepared with tax column as GST. Hence bidders shall quote GST, HSN/SAC code and specify State from which invoice will be raised for each line item. To ascertain the CGST/SGST/IGST, Bidder is requested to clearly specify from where (State) the invoice will be raised for this tender (work done). The bidder has to provide complete address along with same state in the GST updation template. Bidder also shall submit the copy of GST along with the filled GST template. Please note that CGST/SGST/IGST will be determined by based on filled template of the bidder.

### 9.1. New Statutory Levies

All new statutory levies levied on provision of Services to Company from the due date for opening of techno-commercial bids to the end of Contract Duration, if any, shall be payable extra by BPRL against documentary proof.

### 9.2. Variation in Taxes/Duties/Levies

Any increase/decrease in statutory levies viz. GST, from the due date for opening of techno-commercial bids to the end of Contract Duration, if any, will be to BPRL's account (If the work is performed within the timelines). Any upward variation in statutory levies after 'Duration of Contract' shall be to Contractor's account.

- 9.3. Central Government vide Notification 50/2018 dated 13/09/2018, has made TDS provision applicable under GST law on all payments affected by Public Sector Undertakings (PSU) w.e.f 01/10/2018. BPRL, being a PSU, these



provisions will be applicable on or after 01/10/2018. TDS shall be deducted @2% of taxable value excluding GST.

## 10. PAYMENT & INVOICING

- 10.1. Payment Terms: The invoices complete in all respects will be processed on milestone basis and paid within 30 Days from the date of receipt by the Company. Payment terms shall be applicable for each item separately. The Company shall not pay any interest for any delayed processing of bills.
- 10.2. The quantities mentioned in tender document/price bid form are indicative only. Owner reserves rights to execute in part or full or excess or not to execute based on the actual requirements. Payments shall be made on the actual executed quantities.

| Part     | Item   | Payment Terms  |
|----------|--|--|
| Part-I   | Hyper Converged Infrastructure (HCI) Hardware and Virtualization Soft-Ware | 80% payment will be released after successful installation, configuration and commissioning of HCI solution.<br>20% payment will be released after successful integration of G&G application software with HCI solution.<br>Payment shall be released after satisfactory inspection and acceptance by authorized representative of the BPRL.<br><b>Note:</b> The qualified hardware OEM vendor has to engage a CERT-In empanelled IT Security audit agency need to complete the audit and certify the implemented solution from IT Security perspective before release of payment. |
| Part-II  | Integration Of G&G Application Software With HCI Solution & Data Migration | 100% payment will be released after successful installation, configuration, commissioning, integration with G&G applications and data migration.<br>Payment shall be released after satisfactory inspection and acceptance by authorized representative of the BPRL.   |
| Part-III | D2D Backup Solution and Its Replication                                    | 100% payment will be released after successful installation, configuration, commissioning of D2D backup solution and its replication at remote location.   |



| Part | Item | Payment Terms  |
|------|------|--|
|      |      | Payment shall be released after satisfactory inspection and acceptance by authorized representative of the BPRL. |

- 10.3. Successful bidder has to deposit Buyback amount through Demand draft in favour of Bharat PetroResources Limited payable at Mumbai.
- 10.4. No claims whatsoever will be considered for increasing the charges during the period of agreement / extended period of Contract, if any.
- 10.5. Recovery of Income Tax applicable as per Income Tax Act shall be made from the bills.

## 11. LIABILITY

The aggregate total liability of the Contractor to Owner under the Contract shall not exceed the total Contract Price, except that this Clause shall not limit the liability of the Contractor for following:

- 11.1. In the event of breach of any Applicable Law;
- 11.2. In the event of fraud, wilful misconduct or illegal or unlawful acts, or gross negligence of the Contractor or any person acting on behalf of the Contractor; or
- 11.3. In the event of acts or omissions of the Contractor which are contrary to the most elementary rules of diligence which a conscientious Contractor would have followed in similar circumstances; or
- 11.4. In the event of any claim or loss or damage arising out of infringement of Intellectual Property; or
- 11.5. For any damage to any third party, including death or injury of any third party caused by the Contractor or any person or firm acting on behalf of the Contractor in executing the Works. Neither Party shall be liable to the other Party for any kind of indirect nor consequential loss or damage like, loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the Contract.

## 12. CONSEQUENTIAL LOSS

The expression "Consequential Loss" shall mean indirect losses and/or loss of production, loss of product, loss of use and loss of revenue, profit or anticipated profit.



Notwithstanding any provisions to the contrary contained elsewhere in the Contract and except to the extent of any liquidated or other damages provided for in the Contract, the Company shall save, indemnify, defend and hold harmless the Contractor from Company's own Consequential Loss and the Contractor shall save, indemnify, defend and hold harmless the Company from Contractor's own Consequential Loss.

### **13. ASSIGNMENT AND SUB-CONTRACTING**

Contractor shall assign neither the Contract nor any part of it nor any benefit or interest in or under it without the prior approval by Company, which shall not be unreasonably withheld or delayed. However such consent to assign or sub - contract shall not relieve Contractor of any liability or obligation under the Contract.

Company is entitled to assign the Contract or any part of it or any benefit arising there from or interest in or under it to any Co-Venturer or Affiliate of the Company. Company may make any such assignment to any other third party but only with the prior consent of Contractor, which shall not be unduly withheld or delayed.

### **14. ARBITRATION**

All disputes or differences which may arise out of or in connection with or are incidental to the Agreement(s) including any dispute or difference regarding the interpretation of the terms and conditions of any clause thereof, which cannot be amicably resolved between the parties, may be referred to Arbitration. The Arbitration proceedings shall be governed by and conducted in accordance with the Arbitration and Conciliation Act, 1996 including any statutory modification or re-enactment therefore for the time being in force) by a tribunal of three (3) arbitrators, with one (1) arbitrator each to be appointed by the Contractor and the Company and third arbitrator (who shall be the presiding arbitrator) by the two (2) arbitrators so appointed. In case of failure of the two arbitrators to appoint the third arbitrator, the arbitrator shall be appointed as per provisions of Arbitration & Conciliation Act, 1996." The venue of arbitration shall be Mumbai, India.

### **15. GENERAL LEGAL PROVISIONS**

15.1. **General Legal Provision:** Contractor shall not, without the prior written approval of the Company, assign or transfer the Contract or any rights or benefits thereunder to any other person/firm/company. The Contractor hereby consents to Company assigning and transferring its rights and obligations under this Contract to any of its Co-venturers or Affiliates.



- 15.2. **Governing Law:** This Contract is to be construed and governed in accordance with laws of India. The Parties hereto irrevocably submit to the exclusive jurisdiction of the courts at Mumbai.
- 15.3. **Language:** The ruling language of the Contract shall be the English language.
- 15.4. **Mitigation of Loss:** Both the Company and the Contractor shall take all reasonable steps to mitigate any loss resulting from any breach of Contract by the other party.
- 15.5. **Entire Contract:** This Contract constitutes the entire Agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements either written or oral. No amendments to the Contract shall be effective unless issued in writing and agreed by both Parties.
- 15.6. **Headings:** The headings of the clauses of the Contract are for convenience only and shall not be used to interpret the provisions hereof.

## 16. NOTICES

- 16.1. All notices under this Contract shall be in writing and shall be served to the respective address set out below. Either Party may from time to time change its address and/or fax number for service herein by giving written notice to the other Party.
- 16.2. Notices to the Company shall be sent to the following address:

**Company:** M/s. Bharat PetroResources Limited  
12th Floor, F Wing, Maker Towers,  
Cuffe Parade, Mumbai – 400005

## 17. PRICE EVALUATION CRITERIA

Price Evaluation of bids shall be done on **Part wise Lowest quote** basis considering the Buyback equipments associated with respective part.

| Part     | Description  |
|----------|--|
| Part-I   | Hyper Converged Infrastructure (HCI) Hardware and Virtualization Soft-Ware |
| Part-II  | Integration Of G&G Application Software With HCI Solution & Data Migration |
| Part-III | D2D Backup Solution and Its Replication                                    |



18. If bidder quotes zero (0) against any of the items mentioned in the price bid form, the same will be considered as free of cost.

**19. CURRENCY OF QUOTE**

INR only.

**20. EARNEST MONEY DEPOSIT**

Bidders must submit interest free **EMD** as described below for each part (If bidder intends to quote for multiple parts, cumulative EMD shall be submitted), vide a Demand Draft in favour of Bharat PetroResources Limited payable at Mumbai for Net amount as tabulated below:

| Set      | Description  | EMD Amount<br>Rs. |
|----------|--|-------------------|
| Part-I   | Hyper Converged Infrastructure (HCI) Hardware and Virtualization Soft-Ware | 1,00,000.00       |
| Part-II  | Integration Of G&G Application Software With HCI Solution & Data Migration | 1,00,000.00       |
| Part-III | D2D Backup Solution and Its Replication                                    | 1,00,000.00       |

Please note that Physical Instruments (DD) have to be sent to below mentioned address before the due date and time mentioned in the tender.

*Mr. Rakesh Ujjawal/ Mr. Ravi Kumar Bura  
Bharat PetroResources Ltd.  
9<sup>th</sup> Floor, Maker Towers-E Wing  
Cuffe Parade, Mumbai 400005*

EMD should be submitted in physical form in a sealed cover addressed to Mr. Rakesh Ujjawal / Mr. Ravi Kumar Bura, boldly super-scribed on the outer cover 1) Tender Number, 2) Tender Name, 3) Closing date / Time, 4) Name of the tenderer. BPRL will not be responsible for non-receipt of instrument(s) due to postal delay/loss in transit etc.

Cheques, cash, Money Orders, Bank Guarantee, Fixed deposit Receipts etc. towards EMD are not acceptable. Similarly, request for adjustment against any previously deposited EMD/Pending Dues/Bills/Security Deposits of other contracts etc. will not be accepted towards EMD. Bid (s) received without the EMD is liable to be rejected. DD copy should be uploaded in the Bid form.



#### **EXEMPTION FROM EARNEST MONEY DEPOSIT:**

Micro and Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises. Vendor has to upload the necessary documents as mentioned above to claim exemption for Earnest Money Deposit and copy of the document has to be sent to above mentioned address and dropped in the tender box on / before the due date and time mentioned in the tender.

EMD is liable to be forfeited in the event of: i) Vendors withdraw or alter their bid during the bid validity period ii) Non-acceptance of LOI/order, if and when placed. iii) Non-payment of Performance Security Deposit amount within the stipulated period of 15 days from date of LOI/Mobilization Notice whichever is later. iv) Submission of forgery documents etc. as per tender conditions. EMD will be returned to unsuccessful bidder after award of the contract. EMD of the successful bidder will be released after submission of Performance Security Deposit.

#### **21. GUARANTEE/WARRANTY :**

- 21.1. Materials shall be guaranteed against manufacturing defects, materials, workmanship and design for a period of 12 months from the date of commissioning or 18 months from the date of dispatch whichever is earlier. Warranty for replacement of material / accessories should be provided free of charges at our premises. The above guarantee/warranty will be without prejudice to the certificate of inspection or material receipt note issued by us in respect of the materials.
- 21.2. All the materials including components and sub contracted items should be guaranteed by the vendor within the warranty period mentioned above. In the event of any defect in the material, the vendor will replace / repair the material at BPRL's concerned location at vendor's risk and cost on due notice.
- 21.3. In case, vendor does not replace / repair the material on due notice, rejected material will be sent to the vendor on "Freight to pay" basis for free replacement. Material after rectification of defects shall be dispatched by the vendor on "Freight Paid" basis. Alternatively, BPRL reserves the right to have the material repaired / replaced at the locations concerned, at the vendor's risk, cost and responsibility.



21.4. The Vendor shall provide similar warrantee on the parts, components, fittings, accessories etc. so repaired and / or replaced.

**22. PERFORMANCE BANK GUARANTEE (APPLICABLE FOR PART-I & III)::**

Vendor will have to provide Performance Bank Guarantee (PBG) for 10% of the basic value of purchase order unless otherwise specified.

This Performance Bank Guarantee has to be furnished in the form of an Account payee Demand Draft payable to *Bharat PetroResources Limited* or Bank Guarantee in the prescribed format within 15 days from date of issue of LOA/Contract, whichever is earlier. Any other form of PBG shall not be entertained/considered including deduction from running invoices.

This bank guarantee shall be valid (shall remain in force) for guarantee period (as mentioned in the guarantee clause), with an invocation period of six months thereafter.

In the case of Indigenous vendors, the Performance Bank Guarantee shall be given on a non-judicial stamp paper of appropriate value (currently Rs 100). Bank Guarantee, if submitted, shall be from any Indian scheduled bank or an international bank of repute having a branch in India or a corresponding banking relationship with an Indian scheduled bank.

In the case of imports, the Supplier shall furnish the Performance Bank Guarantee through the following:

- a) Branches of Indian scheduled banks operating in their Country.
- b) Foreign bank operating in their Country which is counter guaranteed by branches of Indian scheduled banks operating in their Country/India.
- c) Indian branches of foreign banks.
- d) Foreign bank operating in their Country counter guaranteed by their Indian branch

However, in respect of c) and d) above, the Indian branch of foreign banks should be recognized as scheduled bank by Reserve Bank of India.

**23. PERFORMANCE SECURITY DEPOSIT (APPLICABLE FOR PART-II):**

To ensure performance of the contract and due discharge of contractual obligations, the successful bidder will have to provide security deposit of 10% of the contract value.





This Security deposit has to be furnished in the form of an Account payee Demand Draft payable to BPRL or Bank Guarantee in the prescribed format within 15 days from date of issue of LOA/Contract, whichever is earlier. Any other form of Security deposit shall not be entertained / considered including deduction from running invoices.

The Bank guarantee, if submitted, shall remain valid till duration of the contract with a claim period of six months, thereafter. Bank Guarantee, if submitted, shall be from any Indian scheduled bank or an international bank of repute having a branch in India or a corresponding banking relationship with an Indian scheduled bank.

#### **24. BID VALIDITY**

Tender submitted by tenderers shall remain valid for acceptance for a period of one hundred eighty (180) days from the date of opening of the tender (Technical Bid in the case of two bid). The tenderer shall not be entitled during the said period of four months, without the consent in writing of the Owner, to revoke, or cancel his tender or vary the tender given or any term thereof.

In case of tenderer revoking or cancelling his tender, varying any terms in regard thereof without the consent of Owner in writing, appropriate penal action will be taken by BPRL as deemed fit including forfeiting EMD and putting the tenderer/contractor on 'Holiday listing'/ 'Delisting' barring the tenderer/contractor from participating in future tenders for an appropriate period from the date of revocation/cancellation/varying the terms. Once the quotation is accepted the rates quoted shall be firm till the entire work is completed.

#### **25. VENDOR MASTER DATA :**

Bidders have to submit the company details like type of company, PAN, GST etc. as per the formats given in the tender along with the relevant documents.

#### **26. CONFLICT OF INTEREST**

26.1. The Contractor shall not receive any remuneration in connection with the assignment except as provided in the contract. The Contractor and its affiliates shall not engage in consulting or other activities that conflict with the interest of the owner under the contract. The contractor shall include provisions limiting future engagement of the consultant for other services resulting from or directly related to the firm's consulting services in according to the following requirements:-



- 26.2. The Contractor shall provide professional, objective and impartial advice and all times hold the owner's interest paramount, without considering any future work, and that in providing advice they avoid conflicts with other assignment and their own interest. There should not be any conflict of interest between the Contractor's consultancy activities and the other site activities. Neither Contractor (including their personnel and sub-consultants), nor any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm, which is hired or shall be hired for any assignment that, by its nature may be in conflict with another assignment of the Contractor.
27. The scope of work under this tender is non-divisible ITEM-WISE and Purchase preference Policy for MSEs will be applicable. In case L1 bidder is Non-MSE and if any MSE bidder falling within L1+15%, MSE bidder shall be given preference to match the L1 Price and if MSE bidder matches the L1 price entire order shall be placed on MSE bidder .
28. In case of tender item is non-splitable OR non-dividable, the entire (100%) order will be placed on MSE bidder / PPLC qualified bidder as per the respective clauses.
29. Amendment to Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 vide Circular no. F.No.21(8)/2018-MA dated 09th November 2018 by Ministry of Micro, Small & Medium Enterprises, Govt. of India shall be applicable.
- 30. Purchase preference Linked with Local Content Clause**
- MoP&NG has notified the purchase preference (linked with local content) for the procurement of goods and services under Oil & Gas Projects in India. Under this Policy, the bidders are allowed to avail the purchase preference linked with attaining the stipulated Local content. Owner reserves the right to allow Manufacturers or Suppliers or Service providers, purchase preference as admissible under the prevailing policy, subject to their complying with the requirements / conditions defined herein and submitting documents required to support the same.
- In order to avail the Purchase preference under this policy, bidder shall achieve minimum Local Content (LC) of 35 %. The Policy shall be implemented in the following manner:
- 30.1. In case the lowest (L1) bidder meets the stipulated LC criteria, the order shall be awarded to such bidder.



- 30.2. In case none of the bidders meets the stipulated LC criteria, the order shall be awarded to the lowest bidder.
- 30.3. In case the lowest bidder does not meet the stipulated LC criteria, the bidders shall be ranked in the ascending order of evaluated prices and next bidder meeting minimum stipulated LC and with his evaluated price within a price band of (+)10% of lowest bidder's evaluated price, shall be given opportunity to supply 50% of the requirement by matching the lowest bidder's evaluated price. However, if 50% quantity works out to a fraction of quantity, the bidder shall be considered for next higher quantity. In case the quantity cannot be split, the order shall be placed with the entire quantity.
- 30.4. In case there are more than one bidder within the price band of (+) 10% of lowest bidder's evaluated price, they shall be ranked in ascending order of their evaluated prices. The opportunity of matching the price shall be accorded starting from the lowest bidder out of these bidders and in case of his refusal, to the next bidder, and so on.
- 30.5. In case none of the bidders who meet the stipulated LC criteria agree to match the lowest price, the natural lowest bidder will be awarded the job.
- 30.6. The option in case of MSE bidders qualifying under both Policies, namely, Purchase Preference under the Public Procurement Policy - 2012 (PPP- 2012) for MSE bidders and Purchase Preference Linked with Local Content (PP- LC 2017) shall be exercised as under
- i. The MSE bidder can avail only one out of the two applicable purchase preference policies i.e. PP- LC 2017 or PPP- 2012 and therefore, bidder will be required to furnish the option under which he desires to avail purchase preference. This option must be declared within the offer and in case bidder fails to do so although he is eligible for both the Policies, evaluation shall be done of bidder's offer considering PPP- 2012 as the default chosen option.

In case a MSE bidder opts for preference under PPP- 2012, he shall not be eligible to claim benefit under PP- LC 2017 (irrespective of the fact whether he furnishes the details of LC in his offer and this LC meets the stipulated LC criteria).

- ii. In case a MSE bidder opts for purchase preference based on PP- LC 2017, he shall not be entitled to claim benefit of purchase preference benefit as applicable for MSE bidders under PPP- 2012. However, the exemptions from



furnishing Bidding Document fee and Bid security shall continue to be available to such a bidder.

- 30.7. In view of the above, the bidder's quoted prices against various items of enquiry shall remain valid even in case of splitting of quantities of the items, except in case of items where the quantity cannot be split since these are to be awarded in a Lot or as a package or Group.
- 30.8. While evaluating the bids, for price matching opportunities and distribution of quantities among bidders, the order of precedence shall be as under
- i. MSE bidder (PPP- 2012)
  - ii. PP- LC complied bidder (PP-LC)

*Examples of Purchase Preference:*

**I. Non divisible item**

- L1 bidder is non MSE, non PP-LC bidder
- L2 bidder is PP-LC (within 10%)
- L3 bidder is MSE bidder (within 15%)
- MSE bidder shall be given preference to match the L1 price, If L3 bidder matches the L1 price, order shall be placed on him, otherwise, option for matching the L1 price shall be given to L2 bidder (PP-LC).

**II. Divisible item**

- L1 bidder is non MSE, non PP- LC bidder
- L2 bidder is PP- LC (within 10%)
- L3 bidder is MSE bidder (within 15%)
- MSE bidder shall be given preference to match the L1 price, If bidder matches the L1 price, order shall be placed on him for the quantity specified in the bidding document.



- For the balance quantity (i.e. 50% of tendered quantity / value) option for matching the L1 price shall be given to L2 bidder (PP- LC). Balance quantity shall be awarded to natural lowest bidder.
- For further clarification, in case an item has quantity 4 nos. then 1 no can be given to MSE bidder, 2 nos. to PP-LC bidder and left out 01 no to natural L1 bidder.

**Note:**

The above two examples are not applicable to the Works Contracts since the Purchase Preference under PPP- 2012 is not applicable to works contracts.

- 30.9. In case lowest bidder is a MSE bidder, the entire work shall be awarded to him without resorting to purchase preference to bidders complying with Local Content.
- 30.10. In case lowest bidder is a PP- LC bidder, purchase preference shall be resorted to MSE bidder as per provisions specified in the enquiry document w.r.t. PPP- 2012 only.
- 30.11. **Certification of Local Content:** Manufacturers of goods and / or providers of service, seeking Purchase Preference under the policy, shall be obliged to certify the LC of goods, service or EPC contracts as under:

**I. At Bidding Stage:**

Bidder shall furnish the percentage of the local content, taking into account the factors and criteria listed out in the policy. These details shall be required only at aggregate level like supply value, transport value and other heads given in the price schedule.

The bidder claiming the PP- LC benefit shall be required to furnish an undertaking on bidder's letterhead confirming his meeting the Local Content and this undertaking shall be certified as under:

- i. Where the total quoted value is less than INR 5 Crore

The LC content shall be self-assessed and certified by the authorized signatory of the bidder, signing the bid

- ii. Where the total quoted value is INR 5 Crore or above:



- a. The Proprietor and an independent Chartered Accountant, not being an employee of the firm, in case of a proprietorship firm.
- b. Any one of the partners and an independent Chartered Accountant, not being an employee of the firm, in case of a partnership firm.
- c. Statutory auditors in case of a company, However, where statutory auditors are not mandatory as per laws of the country where bidder is registered, an independent chartered accountant, not being an Employee of the bidder's organization.

Note:

- Local Content (LC) of goods shall be computed on the basis of the cost of domestic components in goods, compared to the whole cost of product. The whole cost of product shall be constituted of the cost spent for the production of goods, covering: direct component (material) cost; direct manpower cost, factory overhead cost and shall exclude profit, company overhead cost and taxes for the delivery of goods.
- However, LC of service shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of service. The total cost of service shall be constituted of the cost spent for rendering of service, covering;
  - a. cost of component (material) which is used;
  - b. manpower and consultant cost; cost of working equipment/facility;
  - c. general service cost excluding profit, company overhead cost, taxes and duties.

The onus of submission of appropriately certified documents lies with the bidder and the purchaser shall not have any liability to verify the contents and will not be responsible for the same.

However, in case the procuring company has any reason to doubt the authenticity of the Local Content, it reserves the right to obtain the complete back up calculations before award of work failing which the bid shall be rejected.

**II. After award of Contract:**



- i. Where the estimated value is less than INR 5 Crore:

The LC certificate shall be submitted along with each invoice duly self-certified by the authorized signatory of the bidder.

- ii. Estimated value is INR 5 Crore or above.

Supplier shall provide the necessary local-content documentation to the statutory auditor, who shall review and determine that local content requirements have been met, and issue a local content certificate to that effect on behalf of procuring company, stating the percentage of local content in the goods or service measured.

However, procuring company shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content and / or to obtain the complete back up calculation before award of work failing which the bid shall be rejected and appropriate action may be initiated against the bidder.

**30.12. Failure of bidder in complying local content post award:**

In case a bidder, who has specified in his bid that the bid meets the minimum Local Content specified in the enquiry document, fails to achieve the same, the following actions shall be taken by the procuring company;

- i. Pre-determined penalty @ 10% of total contract value.
- ii. Banning business with the supplier / contractor for a period of one year

To ensure the recovery of above pre-determined penalty, payment against dispatch / shipping document shall be modified to the extent that the 10% payment out of this milestone payment shall be released after completion of this milestone as well as submission of certification towards achievement of Local Content, as per provision of enquiry document. Alternatively, this payment can be released against submission of additional bank guarantee valid till completion schedule plus 3 months or as required by purchasing company.

- 30.13. Purchase preference in case where negotiation is also required;** In case purchase preference is applicable, but negotiation is to be conducted with L1 bidder, negotiation shall be carried out, MSE and / or LC-complied bidder shall be offered to match the negotiated prices (even if, post negotiation, they are



higher by more than 10% as compared to L1 bidder provided they were within 10% of L1 bidder as per original quoted prices) and left out quantity, if any, as per provisions of enquiry document shall be awarded to that bidder.

31. Order of Precedence for the Purchase:

- i. Purchase Order
- ii. Detailed letter of Acceptance along with its enclosures
- iii. Letter of Award / Fax of Acceptance
- iv. Scope of Work and Specifications
- v. Drawings
- vi. Special Purchase Conditions (SPC)
- vii. Technical Specifications
- viii. Instructions to Bidders
- ix. General Purchase Conditions (GPC)
- x. Other Documents
- xi. Additionally, any variation or amendment / change order issued after signing of formal contract shall take precedence over respective clauses of the formal contract and its Annexures.

32. Bidder to submit Authorisation Letter / Power of Attorney in case of Company / Partnership firm in favour of Digital Signature Holder and Bid Signee.

33. Bidder shall submit Declaration related to PP-LC Policy as per Annexure B, C and D as applicable of Part-7.

**End of Part-6**





**PART - 8**

**ANNEXURE- A**

**PROFORMA OF UNDERTAKING  
(for Non – Holiday-listed/Banned/ Liquidation /Court Receivership)**

To,

Date:

Bharat PetroResources Ltd.  
12th Floor, F Wing, Maker Tower,  
Cuffe Parade, Mumbai-400005.

**Sub:** Declaration for not being holiday-listed/banned /Liquidation /Court Receivership

We herewith declare that

- We are not barred / holiday listed by BPRL/Ministry of Petroleum and Natural Gas, India (MoPNG).
- We are not debarred from carrying on business dealings with BPRL/MoPNG or
- We are not serving a banning order by another Oil PSE.
- We are not under liquidation, court receivership or similar proceedings

For .....

(Sign and Stamp)



**UNDERTAKING BY BIDDER TOWARDS MANDATORY MINIMUM LC**

**(Applicable where the quoted value is less than Rs. 5 Crore)**

To,  
**Bharat PetroResources Limited,**  
12<sup>th</sup> Floor, Maker Tower-F wing,  
Cuffe Parade, Mumbai - 400005.

TENDER NO : \_\_\_\_\_

TENDER TITLE : \_\_\_\_\_

Dear Sir,

We, M/s \_\_\_\_\_ **(Name of Bidder)** have submitted bid against aforesaid tender.

We hereby undertake regarding the mandatory minimum Local content requirement specified in tender document.

| Declaration  | Response by bidder<br>(YES /NO) |
|--|---------------------------------|
| We meet the Minimum Local Content Requirement as specified in Tender document. |                                 |

We further confirm that in case we fail to meet the minimum local content, BPRL may take action as per provisions of tender document.

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



**CERTIFICATE BY STATUTORY AUDITOR OF BIDDER TOWARDS MANDATORY MINIMUM LC**  
**(Applicable where the quoted value is Rs. 5 Crores and above):**

To,

**Bharat PetroResources Limited,**  
12<sup>th</sup> Floor, Maker Tower-F wing,  
Cuffe Parade, Mumbai - 400005.

TENDER NO : \_\_\_\_\_

TENDER TITLE: \_\_\_\_\_

Dear Sir

We \_\_\_\_\_ *(Name of the Statutory Auditor)* have verified  
\_\_\_\_\_ *(Name of the bidder)* and certify that they meet the mandatory  
minimum LC % specified in tender document.

Name of Audit Firm:

Date:

[Signature of Authorized Signatory]

Name:

Designation:

Seal:

Membership no.



**UNDERTAKING FOR APPLICABILITY OF POLICY**

To,  
**Bharat PetroResources Limited,**  
12<sup>th</sup> Floor, Maker Tower-F wing,  
Cuffe Parade, Mumbai - 400005.

TENDER NO : \_\_\_\_\_

TENDER TITLE : \_\_\_\_\_

Dear Sir,

We, M/s \_\_\_\_\_ (*Name of Bidder*) hereby confirm that following purchase preference to be considered for the subject tender:-

| Description  | Preference |
|--|------------|
| Purchase Preference (linked with local content) PP-LC or               |            |
| Purchase Preference under Public Procurement Policy for MSE (PPP-2012) |            |

Note:

1. Please indicate your preference against only one policy.
2. The above preference shall be extended only after submission of requisite documents (as mentioned in the tender documents).
3. In case a bidder is eligible to seek benefit under PP-LC policy as well as PPP for MSE 2012, then the bidder should categorically seek benefits against only one of the two policies i.e. either PP-LC and MSE policy.
4. In case a MSEs bidder opts for purchase preference based on PP-LC, he shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP for MSE 2012. However, the exemptions from furnishing Bidding Document fee and EMD shall continue to be available to MSE Bidders
5. The option once exercised cannot be modified subsequently.

[Signature of Authorized Signatory of Bidder]

Name & Designation:

Seal:



**FORM OF CONTRACT**

THIS CONTRACT made at Mumbai this \_\_\_\_\_ day of \_\_\_\_\_;  
BETWEEN BHARAT PETRORESOURCES LTD., a Company Incorporated in India and having its Registered Office at Bharat Bhavan, 4 & 6, Currimbhoy Road, Ballard Estate, Mumbai 400001 and also having its Office at 9<sup>th</sup> Floor, "E" Wing, Maker Towers, Cuffe Parade, Mumbai-400005 (hereinafter referred to as the "OWNER" which expression shall include its successors and assigns) of the One Part; AND \_\_\_\_\_ carrying on business in sole proprietorship/carrying on business in partnership under the name and style of \_\_\_\_\_ a Company's Registered in \_\_\_\_\_ under the laws of \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter referred to/as collectively referred to as the "CONTRACTOR" which expression shall include his/their/its executors, administrators, representatives and permitted assigns/successors and permitted assign) of the other part:

WHEREAS

The OWNER desires to have executed the work of \_\_\_\_\_ more specifically mentioned and described in the contract documents (hereinafter called the "Services" which expression shall include all amendments therein and/or modifications thereof) and has accepted the tender of the CONTRACTOR for the said Services.

NOW, THEREFORE. THIS CONTRACT WITNESSETH as follows:

**ARTICLE - 1**

**CONTRACT DOCUMENTS**

1.1 The following documents shall constitute the Contract Documents, namely:

- (a) This Agreement
- (b) 'Letter of Award' of Contract along with 'Schedule of Rates'
- (c) Tender Document and addenda issued thereon, if any
- (d) Performance Bank Guarantee (to be submitted after Letter of Award)

**ARTICLE - 2**

**WORK TO BE PERFORMED**

2.1 The CONTRACTOR shall perform the said Services upon the terms & conditions and within the time specified in the Contract Documents.



### **ARTICLE - 3**

#### **COMPENSATION**

3.1 Subject to and upon the terms and conditions contained in the Contract Documents, the OWNER shall pay CONTRACTOR compensation as specified in the Contract Documents upon the satisfactory completion of the Services and/or otherwise as may be specified in the Contract Documents.

### **ARTICLE - 4**

#### **JURISDICTION**

4.1 Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the Contract (including any arbitration in terms thereof) shall lie only in the court of competent civil jurisdiction in this behalf at Mumbai (where this Contract has been signed on behalf of the OWNER) and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other courts.

### **ARTICLE - 5**

#### **ENTIRE CONTRACT**

5.1 The Contract Documents mentioned in Article - I hereof embody the entire Contract between the parties hereto, and the parties declare that in entering into this Contract they do not rely upon any previous representation, whether express or implied and whether written or oral, or any inducement, understanding or agreements of any kind not included within the Contract Documents and all prior negotiations, representations, contracts and/or agreements and understandings relative to the Services are hereby cancelled.

### **ARTICLE - 6**

#### **NOTICES**

6.1 Subject to any provisions of the Contract Documents to the contrary, any notice, order or communication sought to be served by the CONTRACTOR on the OWNER with reference to the Contract shall be deemed to have been sufficiently served upon the OWNER (notwithstanding any enabling provisions under any law to the contrary) only if delivered by hand or by Registered Acknowledgment Due Post to the Engineer-in-Charge as defined in the General Conditions of Contract.

6.2 Without prejudice to any other mode of service provided for in the Contract Documents or otherwise available to the OWNER, any notice, order or other communication sought to be served by the OWNER on the CONTRACTOR with reference to the Contract, shall be deemed to have been sufficiently served if delivered by hand or through Registered Post



Acknowledgement Due to the principal office of the CONTRACTOR at ..... or to the CONTRACTOR's Representative as referred to in the Special Conditions of Contract forming part of the Contract Documents.

**ARTICLE-7**

**WAIVER**

7.1 No failure or delay by the OWNER in enforcing any right or remedy of the OWNER in terms of the Contract or any obligation or liability of the CONTRACTOR in terms thereof shall be deemed to be a waiver of such right, remedy, obligation or liability, as the case may be, by the OWNER and notwithstanding such failure or delay, the OWNER shall be entitled at any time to enforce such right, remedy, obligation or liability, as the case may be.

**ARTICLE-8**

**NON-ASSIGNABILITY**

The Contract and benefits and obligations thereof shall be strictly personal to the CONTRACTOR and shall not on any account be assignable or transferable by the CONTRACTOR.

IN WITNESS WHEREOF the parties hereto have executed this Contract in duplicate at the place, day and year first above written.

SIGNED AND DELIVERED

SIGNED AND DELIVERED

For and on behalf of

For and on behalf of

BHARAT PETRO RESOURCES LTD.

(CONTRACTOR)

By Mr./Ms.....

by Mr./Ms.....

In the presence of:

In the presence of:

(This day of \_\_\_\_\_ 2019)

1.

1.

2.

2.



**UNDERTAKING FROM TPIA  
(On TPIA Letter head duly stamped and signed)**

To,

**Bharat PetroResources Limited,**  
12<sup>th</sup> Floor, Maker Tower-F wing,  
Cuffe Parade, Mumbai - 400005.

Dear Sir,

Subject: Verification of Bidder's Qualification Criteria (BQC) related documents of the Tender.

Ref: Tender No.: \_\_\_\_\_, E-tender ID \_\_\_\_\_

Tender Title: \_\_\_\_\_

M/s \_\_\_\_\_ (***Name of Bidder***) with its Registered office at \_\_\_\_\_ intend to participate in the tender for " \_\_\_\_\_ " for Bharat PetroResources Limited with registered office at Bharat Bhavan, 4 & 6, Currimbhoy Road, Ballard Estate, Mumbai and also having its Office at 9th Floor, "E" Wing, Maker Towers, Cuffe Parade, Mumbai.

The tender conditions provide that the BIDDER shall submit BQC documents duly verified by independent Third Party Inspection Agency.

In this regard, this is to certify that copies of all the BQC related documents submitted to us for verification have been verified by us with the originals and found to be genuine. We have signed and stamped on the copies of all the verified documents.

\_\_\_\_\_  
Signature of a person duly authorized to  
sign on behalf of the TPIA)

(Seal of the company)





**UNDERTAKING FROM VENDOR-BQC**

To,

**Bharat PetroResources Limited,**  
12<sup>th</sup> Floor, Maker Tower-F wing,  
Cuffe Parade, Mumbai - 400005.

TENDER NO : \_\_\_\_\_

TENDER TITLE: \_\_\_\_\_

Dear Sir,

We, M/s \_\_\_\_\_ (***Name of Bidder***) hereby confirm that all the BQC documents and credentials have been verified with the originals by TPIA.

It is certified that none of the documents are false/forged or fabricated. All the documents submitted have been made having full knowledge of (i) the provisions of the Indian laws in respect of offences including but not limited to those pertaining to criminal breach of trust, cheating and fraud and (ii) Provisions of bidding conditions which entitle the BPCL to initiate action in the event of such declaration turning out to be a misrepresentation or false representation.

I further certify that any additional documents, if any, required to be submitted by our company, shall be submitted under my knowledge and those documents shall also be true, authentic, genuine, exact copy of its original and shall not be false/forged or fabricated.

BPCL reserves the right not to consider our offer on account of non-compliance regarding submission of BQC related documents duly verified by the TPIA.

[Signature of Authorized Signatory of Bidder]

Name& Designation:

Seal:

*End of Part 8*