



**Tender through E- Procurement
For**

**Supply and Implementation of Storage System for CCTV solution
in BPCL Kochi Refinery, Kerala**

Document Title	Supply and Implementation of storage for CCTV solution in BPCL Kochi Refinery, Kerala
Document Type	RFP
Bid Type	Two part bid – Technical & Commercial
CRFQ No	1000332683 Dt.01.07.2019.
E tender no.:	<u>60558</u>
Last Date & time for Submission of Bids	15.07.2019, 15:00 Hrs.

RFQ issued by:	Bharat Petroleum Corporation Limited, IS Department, CPO Building, 1st Floor, A – Installation, Sewree Fort Road, Sewree East, Mumbai – 400015
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Subject: Tender for Supply and Implementation of storage system for CCTV solution in BPCL Kochi Refinery, Kerala.

Dear Sir / Madam,

1. You are invited to submit your offer in a two-part bid for the Subject job as per the technical specifications and on the terms & conditions contained in this tender document.
2. Manufactures Authorization Form (MAF) on OEM's letterhead duly signed and stamped by OEM's authorized signatory as well as acknowledged by the concerned SI/BP towards their acceptance of the same should be uploaded in technical bid. It will be responsibility of the SI/BP to keep the authorization of OEM valid till execution of the supply, Installation and support period of the contract
3. Please visit website <https://bpclproc.in> for participating in the tender and submitting your bid online
4. Bidders are required to submit their bids in two part bids consisting of the following, through this E-Tender.
 - a) Techno-Commercial Bid &
 - b) Price Bid.
 - i) **Techno-Commercial Bid:** This should contain all technical details, Literature, Leaflets, unpriced bid, confirmation of Commercial terms and conditions of the tender.
 - ii) **Price bid:** This should contain Prices/Taxes against the Bill of materials.
1. It is necessary for all the bidders to submit an EMD of Rs. 1 Lac by Demand Draft (DD) drawn on any scheduled Bank payable at Mumbai in physical form in our office before due date and time of tender failing which bids will not be considered. DD should be in favor of 'M/s Bharat Petroleum Corporation Limited, Mumbai' and should be submitted at the following address.

DGM, IS (P&C)
Bharat Petroleum Corporation Limited,
IS Department, 1st Floor, CPO (M) Building,
'A' Installation, Sewree Fort Road,
Sewree East, Mumbai – 400015.

EMD is exempted for vendors registered with Bharat Petroleum Corporation Ltd. as well as MSE vendors and NSIC vendors subject to submission of Registration with Directorate of Industries or any other competent authorities and NSIC registration as applicable along with the technical bid. Vendors registered with BPCL should upload Vendor Registration Letter.

EMD of the successful bidder will be returned after successful execution of job against the Outline agreement/Purchase Order and submission of PBG (if applicable). EMD shall be forfeited in case bidder backs out at the time of tender opening or refuses to LOI/contract/ PO, after bid opening.

EMD of unsuccessful bidder shall be returned after finalization of L-1 bidder. No interest shall be paid on the EMD.

5. Technical bid will be evaluated as per the Technical specifications and Techno-Commercial Terms & conditions including the above mentioned instructions. During the Techno-Commercial bid evaluation, the vendor will be required to give Technical Presentation on the Architecture design & SLAs.
6. Commercial bid of only those bidders, who qualify the techno-commercial criterion, will be opened and evaluated further.
7. You should submit your Techno-commercial & price bid through online mode to the BPCL e-tendering site. However, the instrument i.e. EMD in the form of Demand Draft and the Integrity Pact duly signed and stamped by authorized personnel of your company to be submitted in physical form on or before the due date and time of this tender.
8. BPCL does not take any responsibility for any delay in submission of online bid due to connectivity problem or non-availability of site and/or receipt of instrument i.e. DD and Integrity Pact and NDA to be submitted in physical form due to postal delay. No claims on this account shall be entertained.
9. Incomplete tenders shall be liable for rejection without seeking any further clarification. We also reserve the right to reject any or all tenders without assigning any reasons whatsoever.
10. Bidders, who have failed to honor confirmed Purchase Orders placed on them by BPCL for similar procurements in last 3 years due to any reasons are not eligible to quote for this tender.
11. We suggest vendor shall do site survey to identify requirement.

Site Survey:

Bidders are requested to visit BPCL Kochi refinery for a walk through inspection prior submitting their proposal. Submitting proposals without the Site survey would be at the bidder's own risk.

Date and Time: Monday to Friday from 9:00 AM to 4:00 PM (excluding BPCL declared holidays).

Thanking you,

Yours faithfully,

For **Bharat Petroleum Corporation Ltd.**

Dy. General Manager – IS (Procurement & Contracts)

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General Instructions to Bidders for E-Tendering

- a) Interested bidders 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. You can submit the bid only on <https://bpclproc.in>. Prior to submission of bid, you need to register in the portal.
- b) For registration on the e-tender site <https://bpclproc.in>, you can be guided by the “Instructions to Bidders” 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. 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 by mail to the bidder administrator bidderadmin@bpclproc.in with a copy to support@bpclproc.in for approval. Once approved, bidders can login in to the system as and when required.
- c) As a pre-requisite for participation in the tender, bidders 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 bidder.**

In case any bidder so desires, he may contact our e-procurement service provider M/s. EProcurement Technologies Ltd., Ahmedabad (Contact no. Tel: +91 79-40270573 | 6848 | 6844 | 6868 & Tel: +91 22 24176419 | 65354113 | 65595111) for obtaining the digital signature certificate.

- d) 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 bidders, 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 bidder. They have the choice of making changes if needed in their bid before the due date and time. Bidders are required to complete the following process online on or before the due date/time of closing of the tender:
 - Techno-commercial Bid
 - Priced bid
- e) Directions for submitting online offers, electronically, against e-procurement tenders directly through internet:
 - Bidders are advised to log on to the website (<https://bpclproc.in>) and arrange to register themselves at the earliest, if not done earlier.

- 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.
 - Bidders 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. If the bidder 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. **In case bidder is not able to complete the submission of the changed/revised bid within due date & time, the system would consider it as no bid has been received from the bidder against the tender and consequently the bidder will be out from tendering process.** The process of change / revise could be done any number of times till the due date and time of submission deadline. However, no bid can be modified after the bids submission deadline.
 - 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.
 - 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.
 - No manual bids/offers along with electronic bids/offers shall be permitted.
- f) For tenders whose estimated procurement value is more than Rs. 10 lakhs, bidders can see the rates quoted by all the participating bidders once the price bids are opened. For this purpose, bidders 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.
- g) No responsibility will be taken by BPCL and/or the e-procurement service provider for any delay due to connectivity and availability of website. They shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. It is advisable that bidders 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 BPCL officials.
- h) BPCL 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.

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

Technical specifications / clarifications :		
Name	Binu R	Abhimanyu Waghmare
Contact No	+91 484 282 2812 +91 9446334907	<u>+91 484 282 2816</u> <u>+91 9920797885</u>
Email Id	binur001@bharatpetroleum.in	<u>waghmarear@bharatpetroleum.in</u>
Office Address	IS Dept. Kochi Refinery, Ambalamugal, Ernakulam, Kerala 682302.	
Commercial and other terms & conditions :		
Name	Anil Satpute	Himanshu Shah
Contact No	+91-22-2417 6419 +91 9167911388	+91-22-22417 6199 +91 9819911524
Email Id	satputeak@bharatpetroleum.in	<u>sahah@bharatpetroleum.in</u>
Office Address	IS Department, CPO Building, 1st Floor, A – Installation, Sewree Fort Road, Sewree East, Mumbai – 400015.	

Completeness of Response

- a) Bidders are advised to study this RFP document carefully before submitting their proposals in response to this RFP. Submission of a proposal in response to this RFP shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.
- b) A bid shall be considered Responsive only when the bidder's response to this RFP is full and complete in all respects including the compliance sheet.
- c) Failure to furnish all the information required in this RFP or submission of a proposal not responsive to the RFP in all aspects will be at the Bidder's risk and may result in rejection of the bidder's Proposal.

Modification and Withdrawal of Proposal

No proposal may be withdrawn in between the deadline for submission of proposals and the expiration of the validity period specified by the bidder on the proposal form. Entire EMD may be forfeited if any of the bidders withdraw their bid during the validity period.

Non-Conforming Proposals

A proposal may be construed as a non-conforming proposal and ineligible for consideration if it does not comply with the requirements of this RFP. Failure to comply with the technical requirements, and non-acknowledgment of receipt of amendments, are common causes for holding proposals non-conforming.

Right to Modify Submission Deadline

BPCL may, at its discretion, extend the deadline for submission of proposals by issuing a corrigendum or by intimating all bidders who have been provided the proposal documents, in writing or by facsimile, in which case all rights and obligations of this RFP and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

Right to Terminate the Process

BPCL may terminate the RFP process at any time and without assigning any reason. BPCL makes no commitments, express or implied, that this process will result in a business transaction with anyone.

This RFP does not constitute an offer by BPCL. The bidder's participation in this process may result in BPCL selecting the bidder to engage in further discussions and negotiations toward execution of agreement. The commencement of such negotiations does not, however, signify a commitment by BPCL to execute agreement or to continue negotiations. BPCL may terminate negotiations at any time without assigning any reason.

Blacklist / Holiday list:

Bidder should not be currently (or during last five years) blacklisted or put into a Holiday List by any State/Central Government/Public Sector Undertakings (PSU) as on the bid submission date.

A certificate from the authorized signatory/company secretary of the bidder that the bidder has not been blacklisted or Put on Holiday List by any Central/State Government/ PSUs during last 5 years from RFP date.

This is to ensure that the bidders have good track record to deliver and meet the contractual obligations.

Disqualification

The bid is liable to be disqualified in the following cases or in case bidder fails to meet the bidding requirements as indicated in this RFP:

- a) Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming proposal.
- b) The bidder qualifies the bid with his own conditions
- c) Bid is received in incomplete form
- d) Bid is not accompanied by all the requisite documents like EMD, Integrity Pact etc. before due date and time. In case EMD exemption MSE/NSIC certificate / BPCL vendor registration Certificate to be submitted.
- e) Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the agreement (no matter at what stage) or during the tenure of the agreement including the extension period if any

- f) Commercial proposal is uploaded as part of technical proposal. Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process.

Integrity Pact (IP)

- Pro forma of Integrity Pact as per attached Annexure-4 shall be uploaded by the Bidder/s along with the technical bid documents, duly signed and stamped by the authorized signatory. All the pages of the Integrity Pact shall be duly signed and witnessed. Bidder's failure to upload the IP duly signed along with the bid documents shall result in the bid not being considered for further evaluation.
- If the Bidder has been disqualified from the tender process prior to the award of the contract in accordance with the provisions of the Integrity Pact, BPCL shall be entitled to demand and recover from Bidder Liquidated Damages amount by forfeiting the EMD/Bid Security as per provisions of the Integrity Pact.
- If the contract has been terminated according to the provisions of the Integrity Pact, or if BPCL is entitled to terminate the contract according to the provisions of the Integrity Pact, BPCL shall be entitled to demand and recover from Contractor Liquidated Damages amount by forfeiting the Security Deposit/ Performance Bank Guarantee as per provisions of the Integrity Pact.
- Bidders may raise disputes/complaints if any, with the nominated Independent External Monitor.

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

- Shri Shantanu Consul, Address: No-9 MCHS (IAS Officers Colony), 16th Main, 5th C Cross, BTM 2nd stage, Bangalore-560076, Mobile: 09740069318, Email: shantanu.consul@gmail.com
- Shri Vikram Srivastava, Address: E -202, Second Floor, Greater Kailash Part -2, New Delhi-110048, Mobile : 09810642323, Email : 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

Background

BPCL Kochi Refinery (KR) is currently having Indigovision cameras & Software solution for the Perimeter surveillance system and Infinova cameras & software solution for the monitoring of substations and pump houses. The total number of cameras at present is more than 110. The perimeter surveillance system is getting augmented with the addition of another set of Infinova cameras (around 80 numbers). All these cameras are full HD cameras with higher resolution, night vision, infrared functionality. Analytics have been implemented in the system at camera level and in software level. All these cameras will do continuous recording and store the recorded videos in centralized storage at data centre. As per statutory requirement, recording of all these cameras need to be kept for 90 days. KR is already having a SAN storage connected to the video surveillance system, but the capacity requirement for the added cameras and increased number of days in storage of the recordings, necessitates for a new storage solution at BPCL KR for CCTV surveillance system. BPCL KR is currently having 10 GBPS fiber and 1 Gbps copper Ethernet network switches at the core layer and the video surveillance servers are connected over 1 GBPS connectivity to the core switches.

BPCL would like to engage services from bidder to supply, installation and commissioning of storage solution for CCTV surveillance and user/ department NAS drive solution in BPCL Kochi refinery. As a part of this project, Bidder also has to provide comprehensive AMC for the solution supplied under this project.

Scope of Work (SOW)

BPCL KR would like to implement storage solution for CCTV surveillance and User/ Department shares over NAS. The storage should be connected to CCTV VMS system over Fiber Channel and Ethernet. Current video surveillance system servers are connected to the existing SAN storages through redundant SAN switches with 8 GBPS connectivity. The new solution should be architected as a no-single-point-failure solution with storage and switching system, supporting dual connectivity to the FC adapters of the existing servers and connectivity to LAN. Also bidder has to make storage system ready for 10 Gbps network connectivity and whatever components required for same should be provided by bidder in this project only.

a) Supply of Hardware & Associated Software:-

- Supply of 1 no of storage, including all necessary software licenses as per Technical specifications mentioned in **Annexure 1**.
- Supply of 2 nos of SAN switches, including all necessary software licenses as per Technical specifications mentioned in **Annexure 1**.
- Supply all hardware and associated software with 3 years of warranty and subsequent 3 years of AMC.
- All software licenses supplied under this project should be perpetual in nature.

b) Installation and Configuration:-

Bidder's scope :-

- Bidder should study BPCL requirement in detail and provide appropriate solution.

- Transportation of supplied items from BPCL Data Centre for installation / Commissioning will be in the bidder's scope.
- Bidder has to prepare architecture design, documentation and project plan for implementation. And same is to be submitted to BPCL officials before implementation start.
- Bidder has to carry out installation and configuration of the supplied storage Hardware with associated Software and Web / GUI management console as per best practices.
- Bidder has to establish the storage connectivity to existing network for ISCSI and CIFS / NFS functionalities.
- Also bidder has to do necessary configuration and make storage ready for 10 Gbps network connectivity.
- Bidder has to configure required LUNs for CCTV project (180 plus cameras, connected over the existing servers) and Min. 10 nos of CIFS / NFS share drives for user / department shares.
- Bidder has to support in migrating the existing Video Management Servers to the new SAN storage for storing the video surveillance data.
- All latest stable firmware versions for storage peripherals should be installed.
- Alerts configuration for any warnings, errors etc. and configure automated email/SMS for such alerts
- Configuration of various types automated reports for daily / weekly/ monthly summary for volume utilization, replication status, IO Usage, throughput, alerts etc
- Bidder should carry out end to end testing and ensure data connectivity with CCTV VMS software.
- Bidder shall ensure complete system integrity, testing at site and commissioning. During implementation onsite support is mandatory till the entire system is commissioned and stabilized.
- Required hardware, toolkit, software and any additional component during execution of the project have to be arranged by the bidder.
- Bidder should demonstrate all the software features mentioned in the specification list (**Annexure 1**) of Storage and SAN switches.
- Bidder should take complete configuration backup of storage solution and hand over the same to BPCL in CD/DVD format.

Exclusions from Bidder's scope:

- VM Infrastructure (Vmware ESXi 6 and above): VM will be provided by BPCL if required.
- Power and BPCL Corporate Network provision will remain under BPCL scope.
- Provision of 110/230 V AC raw power and 100 / 1000 Mbps / 10 GBPS Ethernet network. In case bidder requires different power and network setting to run their System, they should provide necessary equipments which should compatible with BPCL existing infrastructure.
- Microsoft Active Directory 2008 / 2012 infrastructure.
- Microsoft Exchange 2013 Infrastructure

- Necessary work-permit, permissions for carrying out job in Data centre.

c) Site Acceptance Test (SAT) :-

- Site acceptance test (SAT) shall be performed to test the functionality of the supplied system, as per tender specifications, subsequent engineering and site installation. During the SAT, bidder has to demonstrate to BPCL, the functionality of the supplied system in totality as well as the functionality of each sub-system.
- The purpose of SAT is to check the performance of the total system as per tender specifications and as outlined in approved SAT procedure. However, if BPCL wants to carry out additional tests other than those specified in SAT procedure, for the sake of checking performance parameters; bidder shall comply with the same during SAT.
- SAT shall be performed only after successful operation of the supplied system after its commissioning.
- All pending issues, punch list etc shall be liquidated before the commencement of SAT, any other points / checklists noted emerging out of SAT shall be handed over to the bidder for carrying out corrective engineering. The corrective engineering required for liquidation of the checklist shall be completed by the bidder within 15 days immediately after site acceptance test (SAT). After corrective engineering, SAT will be held once again to establish final acceptance of the system.

d) Training :-

2 Days OEM certified Instructor led Administrative training (with training material) & certifications for a minimum 4 Nos of BPCL Employees on storage technology and the solution deployed, preferably at Kochi.

e) Project Sign Off criteria :-

- Project sign off will be done on completion of following points:-
 - a. Installation and configuration of storage hardware and software supplied under this project as per Annexure 1
 - b. Successful connectivity with CCTV VMS software and NAS functionality
 - c. Successful SAT
 - d. Demonstration of all storage and SAN features
 - e. Successful backup of configuration and hand over the same to BPCL in CD/DVD format.
 - f. Successful hand over complete documentation for storage and SAN switch installation, configuration, management and troubleshooting to BPCL Officials. Also hand over software license copies if any and software CD/DVDs to BPCL Officials.
 - g. Training

1. Bill of Material

Supply of Material as per Annexure 1

Line Item	Description	Quantity	UOM	Make Model	/Remark
10	Supply of Storage Hardware and all relevant software licenses with 3 years support and subscription Location – BPCL Kochi Refinery Comprehensive Warranty – 3 Years	1	Each		
20	Supply of SAN Switches and all relevant software licenses with 3 years support and subscription Location – BPCL Kochi Refinery Comprehensive Warranty – 3 Years	2	Each		
30	Installation and configuration of components supplied under line item 10	1	LS		
40	Installation and configuration of components supplied under line item 20	1	LS		
50	2 days OEM certified Instructor led Administrative training for total 4 Participants, Preferably at Kochi	1	LS		
60	Comprehensive AMC for 4th Year for hardware and software supplied under line item 10	1	LS		
70	Comprehensive AMC for 5th Year for hardware and software supplied under line item 10	1	LS		
80	Comprehensive AMC for 6th Year for hardware and software supplied under line item 10	1	LS		
90	Comprehensive AMC for 4th Year for hardware and software supplied under line item 20	1	LS		
100	Comprehensive AMC for 5th Year for hardware and software supplied under line item 20	1	LS		
110	Comprehensive AMC for 6th Year for hardware and software supplied under line item 20	1	LS		

Any other component apart from above BOM required to run the solution will be provided by bidder.

Note: Quantity of hardware and software to be mentioned by bidder as per design of solution in order to fulfil BPCL requirement. In addition to the above mentioned BOM, if any other hardware/ software/ services are required to fulfil the system specification as per this tender, it is vendor's responsibility to include the same. In case at a later stage it is observed that to meet the tender scope additional items are required, same shall be supplied free of cost.

2. Submission of Bid

Bid should be submitted in two-part bid i.e. Technical Bid and Commercial Bid each page duly signed and stamped.

TECHNICAL BID MUST CONTAIN THE FOLLOWING WHICH ARE TO BE UPLOADED ONLINE:

TECHNICAL BID

- Your cover note
- Technical details /data sheet of the products supplied under this project
- Storage Specification Compliance sheet in given format as Annexure 1.
- In case of SI, bidder should provide valid MAF (Manufacturer Authorization Form) on OEM's letterhead saying that the quoted solution will be supported by OEM for period (6 years) mentioned in tender document.
- Previous references of such solution implementation in any other Industry in India
- Technical Bid should also cover
 - Project Plan with major milestones
 - Resource deployment Plan
 - Project Risk & mitigation Plan
- Acceptance of General terms and conditions of the tender and other contractual stipulations.
- Deviation statement, if any. (All deviations must be given in a sheet marked as 'Deviation statement') else submit 'NIL' deviation.
- During technical bid evaluation the bidder may be required to give Technical Presentation on the architectural Design & SLAs.

TECHNICAL BID (on line submission)

- i. Technical Bid
- ii. Technical Specification Compliance sheet in given format as **Annexure 1**.
- iii. Price bid without prices as per given format as **Annexure 2**.
- iv. NIL Deviation statement.
- v. Valid MAF on OEM's letterhead duly endorsed by SI - **Annexure 7**.
- vi. Confirmation for 6 years support for proposed solution on OEMs letterhead

- vii. A letter from Bidder on his letter head confirming that “The AMC rate quoted under this tender is equal to OR more than 8% per annum of the total supply cost (excluding taxes) and in case AMC rates in the commercial bid is less than the above threshold limit of total supply cost per annum, their commercial bid would be disqualified from the tendering process after forfeiting the EMD.

PRICE BID (on line submission)

- i. Price Bid

I.A Delivery Schedule

Supply of hardware and software should be completed **within 6 weeks** from the date of issue of LOI / OLA / Purchase order whichever is earlier at BPCL Kochi Refinery. Part delivery will not be considered. Even if it is delivered partly, the last shipment as per the purchase order will be considered as delivery date for releasing payment.

The Project is to be completed **within 4 weeks** from the delivery of hardware and software at site.

Vendor shall supply, delivery and install the Hardware & software as per the address given below:

Sr. No	Description	Delivery Address
1	BPCL KR Delivery of storage, SAN switches and its associated software solution	Mr. Binu R, BPCL Kochi Refinery, Ambalamugal, Kochi, Kerala. PIN: 682 302.

I.B Service Level Agreement (SLA)

Bidder should confirm the compliance of the following SLA criteria:

Sr. No.	Activity	Bidder Acceptance / Remarks
1.	For all Hardware & Software supplied under this project, SLA during warranty & AMC would be as follows The total support cum warranty period would be for 6 years (3 years warranty and 3 years AMC).	
2.	Bidder has to provide software support and subscription, Upgrades, Updates, patches, support from OEM for offered solution etc during Warranty and AMC period	

3.	Bidder has to provide Comprehensive support during Warranty and AMC period covering • Software related issues • Hardware related problem resolution/troubleshooting • Replacement/Repair of hardware, cables, power adapters etc. supplied under Project • Installation and configuration of replaced / repaired components • Reconfiguration of software in case of failure	
4.	During warranty & AMC period, bidder has to inform and provide, install and configure all patches/ updates/ firmware and upgrades of hardware and software with no additional cost to BPCL. Therefore bidder must execute back to back agreement with OEM for warranty period and submit copy of such agreement to BPCL within 15 days from issue of Purchase order. Bidder must execute back to back agreement with OEM for AMC period and submit copy of such agreement to BPCL before submission of 1st quarter AMC Invoice during each year.	
5.	Bidder has to sign SLA before the release of 1 st Payment.	
Sr. No.	Activity	Bidder Acceptance / Remarks
6.	During warranty & AMC period, bidder has to provide support on technical issues such as testing & deploying patches, released by OEMs, in BPCL environment.	
7.	Warranty start date will be from the date of commissioning & acceptance by BPCL/project sign off date and AMC start date will at the end of 3 years of warranty.	
8.	During AMC period, BPCL will have full right to terminate AMC contract by giving prior 1 Month Notice to vendor.	
9.	• Service Window – 24*7*365 • 6 Years software support and subscription, Upgrades, Updates, patches, support from OEM for offered solution with no additional cost to BPCL. • Free Supply and deployment of all new versions or releases or	

	upgrade of firmware/ patches /fixes etc. which may required to keep the supplied hardware & software functional and at optimal performance level. Proactive patch analysis/ management on quarterly basis for supplied Hardware & software	
10.	Uptime commitment of 99.9% calculated separately on a Quarterly basis for hardware and software.	
11.	24*7*365 support (L1/L2/L3) for both Hardware and Software	
12.	Successful bidder must ensure direct OEM TAC support (24x7x365) for any hardware & software issue and it is the responsibility of the bidder to ensure that BPCL gets all necessary support from the TAC team to address technical issues for timely resolution. It is the responsibility of the OEM to ensure that the selected bidder is kept in loop and updated for all such technical support issues.	
Sr. No.	Activity	Bidder Acceptance / Remarks
13.	Hardware and software SLA: - H/w and S/w Response time – 4 hours, from the time of reporting the incident - H/w Resolution time – 6 hours, from the time of reporting the incident - H/w Replacement – 6 hours, from the time of reporting the incident - S/w Resolution time – as per criticality - If problem is not getting resolved beyond 6 hours, onsite support is required.	

II. TECHNO-COMMERCIAL QUALIFICATIONS

Bidder should confirm the compliance of the following techno commercial criteria:

II.A Penalty Terms

Sr. No	Penalty	Bidder Acceptance / Remarks

1.	Delayed Delivery: - Penalty @ 0.5% of total cost of hardware and software per week or part thereof, maximum up to 5% of the total hardware & software value shall be deducted for delayed delivery at the time of making first payment along with applicable taxes.																
2.	Delay in project execution shall attract penalty calculated @1.0% of Project Implementation Cost per day of delay (Maximum delay of 30 calendar days), beyond which BPCL reserves the right to get project completed by third party at the cost & expenses of the successful bidder. Penalty shall be deducted along with applicable taxes.																
3.	During Warranty - Violation of Issue Resolution clause Resolution time beyond specified hours of CTR penalty will be calculated based on following table <table border="1"> <thead> <tr> <th>Sr. No</th><th>Type of Penalty</th><th>Measuring Point</th><th>CTR</th><th colspan="2">Penalty Terms beyond CTR</th></tr> </thead> <tbody> <tr> <td>1</td><td>Delay in support (during warranty)</td><td>Time of call logging</td><td>6 Hrs</td><td>Beyond 6 Hrs</td><td>Rs. 10,000/- per day, maximum up to Total PO Value.</td></tr> </tbody> </table>					Sr. No	Type of Penalty	Measuring Point	CTR	Penalty Terms beyond CTR		1	Delay in support (during warranty)	Time of call logging	6 Hrs	Beyond 6 Hrs	Rs. 10,000/- per day, maximum up to Total PO Value.
Sr. No	Type of Penalty	Measuring Point	CTR	Penalty Terms beyond CTR													
1	Delay in support (during warranty)	Time of call logging	6 Hrs	Beyond 6 Hrs	Rs. 10,000/- per day, maximum up to Total PO Value.												
4.	During AMC - Violation of Issue Resolution clause Resolution time beyond specified hours of CTR penalty will be calculated based on following table <table border="1"> <thead> <tr> <th>Sr. No</th><th>Type of Penalty</th><th>Measuring Point</th><th>CTR</th><th colspan="2">Penalty Terms beyond CTR</th></tr> </thead> <tbody> <tr> <td>1</td><td>Delay in support (during AMC)</td><td>Time of call logging</td><td>6 Hrs</td><td>Beyond 6 Hrs</td><td>Rs. 10,000/- per day, maximum up to Total AMC PO Value.</td></tr> </tbody> </table>					Sr. No	Type of Penalty	Measuring Point	CTR	Penalty Terms beyond CTR		1	Delay in support (during AMC)	Time of call logging	6 Hrs	Beyond 6 Hrs	Rs. 10,000/- per day, maximum up to Total AMC PO Value.
Sr. No	Type of Penalty	Measuring Point	CTR	Penalty Terms beyond CTR													
1	Delay in support (during AMC)	Time of call logging	6 Hrs	Beyond 6 Hrs	Rs. 10,000/- per day, maximum up to Total AMC PO Value.												

Note: BPCL reserves its right to recover these penalty amounts (along with applicable taxes) by adjusting from any payment to be made to BPCL by the vendor. However, in certain scenario, BPCL may reduce / drop the Penalty, which are due to situations beyond the control of vendor, on exceptional basis.

II.B Payment Terms

Line Item	Description	Payment
10	Supply of Storage Hardware, SAN Switches and associated software at KR	100% payment against supply of Hardware, Software & License Keys (Line item 10 and 20) in good condition (power on self test) duly certified by BPCL officer and on submission of Performance

		Bank Guarantee (PBG) for 10% of basic PO value of supplied items (Line item 10 and 20) valid for a period of 3 years.
20	Installation & Configuration and Training.	100% after sign-off of the respective line items.
30	CAMC- Hardware and software additional Support for 3 Years	Quarterly AMC charges after 3 years of comprehensive onsite warranty period shall be payable at the end of each quarter and on submission of invoice duly authorized by BPCL officer (Line item 60, 70, 80, 90, 100 and 110). PO for the same will be issued annually year on year basis after successful completion of initial warranty period of 3 years.

II.C Commercial Evaluation / Contract Award Criteria

- The entire Bill of Material against this tender would be evaluated as a 'single lot' on Lowest Total Cost of Ownership (TCO) on L1 basis.
- Techno-Commercially Qualified Bids under this tender would be evaluated based on Total Cost of Ownership (TCO) i.e. Considering the Basic price of hardware, software, subscription, support during warranty, Implementation, AMC etc. and Taxes as applicable.
- As this tender is Works Contract in nature, Purchase Preference clause for MSE is not applicable.
- The AMC rate quoted under this tender is equal to OR more than **14%** for support per annum of the total Hardware and software cost (excluding taxes).

In case the AMC rates in the commercial bid is less than the above threshold limit of total equipment cost per annum, their commercial bid would be evaluated based on threshold limits quoted by the bidder or minimum threshold limits specified by BPCL whichever is higher for each such items. Accordingly basic rates for each of such items shall be reworked and reduced in a manner such that there is no change in the overall quoted bid value by the bidders.

Bidder who is Lowest (L1) , will be required to adhere to the specified threshold limits as mentioned above, without any change in the overall quoted bid value (inclusive of all taxes and duties).'

III. General Terms and Conditions

Bidder should agree followings general Terms and Conditions:

III.A Tax Clause

Basic price and rate of tax applicable on the material supplied should be separately mentioned in the Tender Form. Bidder shall be required to indicate the SAC / HSN Code along with tax rates as applicable under GST law, at the time of quoting.

The rates along with taxes, finalized for each location, shall remain valid for the entire period of contract. However BPCL shall have option to review the prices for downward / upward revision of cost due to reduction / increase in government levies, taxes, duties etc.

- Any upward revision / imposition of new taxes, levies etc., during the contract, period shall be reimbursed on submission of documentary evidence by the bidder and acceptance of the same by BPCL.
- Any downward revision in taxes or levies etc., during the contract, period shall be recovered from the bidder from the current running bills. Changes in the taxes structure as mentioned above shall be updated in the POs suitably.

III.B Other Commercial Terms & Conditions

- a) Payment will be done by Electronic Fund Transfer based on submission of bills / invoices duly certified by BPCL. Bidder needs to submit the Bank Mandate in prescribed format to BPCL along with PAN No details. While making payments, taxes as applicable will be deducted.
- b) Please note BPCL has setup a Business Process Excellence Centre (BPEC) for Vendor Invoice processing.
- c) BPEC will function as a payments factory to receive, digitize and process vendor invoices in a timely and accurate manner. In addition, the centre will receive and account for Performance Bank Guarantees (PBGs) and Bank Guarantees (BGs). This includes release of retention money/release of PBGs.

The following documents will need to be sent to BPEC

- Original Commercial Invoices (in TAX Invoice Format)
- Please include supporting documents for payments e.g. Octroi certificate, freight bills, IRN, test certificate
- Please quote our Purchase Order (PO) number & Vendor Code No. on the invoice, mandatorily
- PBGs / BGs against Retention and Security Deposits
- Request for release of Retention money/Release of PBG

Please send these documents to the following address for payment processing:

BUSINESS PROCESS EXCELLENCE CENTRE (BPEC)
4th FLOOR, BPCL OFFICE COMPLEX
PLOT NO. 6 SECTOR - 2
BEHIND CIDCO GARDEN, KHARGHAR
NAVI MUMBAI-410210

The payment status of your invoices can be tracked by vendor at <https://efp.bpcl.in>

Vendor can self register on the above portal to check the status of invoices and payments. Vendor will continue to receive e-mail update on Vendor Invoice status as per current practice. If you have any payment related queries, please send them to z_vendorhelpdesk@bharatpetroleum.in

Bank Guarantee

- a) Bank Guarantee to be submitted as per the payment terms and Bank Guarantee format given in Annexure – 6.
- b) The BG shall be denominated in Indian rupees and shall be a bank guarantee in favour of Bharat Petroleum Corporation Ltd. from a scheduled bank in India.
- c) The proceeds of the BG shall be payable to BPCL as compensation for not meeting the contractual obligations by the bidder under this bid. BPCL shall as soon as practicably possible notify the bidder in writing of its invocation of its right to receive such compensation, indicating the reasons for which the bidder is in default.
- d) Unless invoked pursuant to above conditions the BG shall be discharged by BPCL and returned to the bidder at the end of the PO period.
- e) At no time during the pendency of the resultant agreement shall the bidder allow the BG to expire. Expiry during the term of the resultant agreement shall be a ground for termination of the Contract.

Other Contractual Stipulations

- Price bid shall be valid for 90 days from the date of opening of commercial bid.
- **Risk Purchase:** This clause may be invoked during the period of project implementation, commissioning as well as warranty period with effect from the date of signing of the LOI / PO. In case of non-performance of contract by the vendor, or if vendors fails to supply requisite items, within stipulated timelines as per LOI / PO defined therein, BPCL shall reserve the right to invoke Risk Purchase Clause by serving 15 days' notice. This clause shall apply over and above LD and other penalty clauses in respect of SLAs for the items in question. BPCL may procure such items and get the work done by any other party at the risk and cost of the bidder for carrying out the balance / affected work. The liability of bidder in case of risk purchase will be to the extent of immediate next higher financial quote (total bid value for that item) subject to maximum of 125% of financial bid of bidder for that item. The extra amount towards the same shall be recovered from PBG submitted or any running bill.
- **Right to Audit:** BPCL reserves the right to audit or inspect work performed by the vendor. BPCL may participate directly or through an appointed representative, e.g., Mutually Agreeable external auditor, in order to verify that the tasks related to this project have been performed in accordance to the procedures indicated.
- **NDA Clause:** The successful bidder (L1) has to sign the 'Non-Disclosure Agreement (NDA)' on Rs. 100/- stamp paper (Non Judicial) from their competent authority as a compliance for the 'Non-Disclosure Agreement' in line with BPCL's IS Security Policy, refer NDA Template. Purchase orders will not be placed without entering into above NDA.
- **Arbitration clause**

In case of any disputes or differences between the Parties the same shall be mutually resolved first, however if the Parties fail to mutually resolve any dispute or difference the same shall be resolved by a Sole Arbitrator

who shall be mutually appointed by both the parties within a period of 1 (one month). In case the parties have failed to appoint any arbitrator by mutual consent, then the aggrieved Party may take steps for appointment of arbitrator as per the Arbitration and Conciliation Act, 1996 and subsequent amendments thereof. The venue of Arbitration shall be Mumbai and conducted in English language. The arbitration proceedings shall be governed by Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under. The decision of the arbitrator shall be final & binding to both the Parties. Judgment or award from Arbitration proceedings any application or other proceedings in respect of anything arising under this Agreement shall be enforced exclusively in the Courts at Mumbai.

This Agreement shall be construed in accordance with the laws of India.

The parties hereby agree that the Courts in the city of Mumbai alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this agreement and any award or awards made by the Sole Arbitrator hereunder shall be filed (if so required) in the concerned Courts in the city of Mumbai.

- **Limitation of 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:

- (a) In the event of breach of any Applicable Law;
- (b) In the event of fraud, willful misconduct or illegal or unlawful acts, or gross negligence of the Contractor or any person acting on behalf of the Contractor; or
- (c) In the event of acts or omission of the Contractor which are contrary to the most elementary rules of diligence which a conscientious Contractor would have followed in similar circumstances;

Or

- (d) In the event of any claim or loss or damage arising out of infringement of Intellectual Property;

Or

- (e) 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 Party for any kind of indirect or 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.

- **Force Majeure Clause**

Circumstances leading to force majeure

- (a) Act of terrorism;
- (b) Riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power.
- (c) Ionizing radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;
- (d) epidemics, earthquakes, flood, fire, hurricanes, typhoons or other physical natural disaster, but excluding weather conditions regardless of severity; and

(e) Freight embargoes, strikes at national or state-wide level or industrial disputes at a national or state-wide level in any country where Works are performed, and which affect an essential portion of the Works but excluding any industrial disputes which is specific to the performance of the Works or the Contract.

For the avoidance of doubt, inclement weather, third party breach, delay in supply of materials (other than due to a nationwide transporters' strike) or commercial hardship shall not constitute a Force Majeure event.

Notification of Force Majeure

Contractor shall notify within [10(ten)] days of becoming aware of or the date it ought to have become aware of the occurrence of an event of Force Majeure giving full particulars of the event of Force Majeure and the reasons for the event of Force Majeure preventing the Affected Party from, or delaying the Affected Party in performing its obligations under the Contract.

Right of either party to terminate.

If an event of Force Majeure occurs and its effects continues for a period of 180 (one hundred eight days) or more in a continuous period of 365 (three hundred sixty five) days after notice has been given under this clause, either party may terminate the Contract by issuing a written notice of 30 (thirty) days to the other party.

Payment in case of termination due to Force Majeure

The Contract Price attributable to the Works performed as at the commencement of the relevant event of Force Majeure.

The Contractor has no entitlement and Owner has no liability for:

- a) Any costs, losses, expenses, damages or the payment of any part of the Contract Price during an event of Force Majeure; and
- b) Any delay costs in any way incurred by the Contractor due to an event of Force Majeure. Time extension for such cases will be worked out appropriately.

- No other charges, other than line items in Price bids, shall be paid.
- BPCL reserves the right to reject the tender without assigning any reason whatsoever.
- **IP (Intellectual Property)**

Organization retains all rights to its pre-existing intellectual property and any intellectual property it creates in connection with the agreement; and

The vendor assigns to organization all rights in any work product developed pursuant to the agreement and acknowledges that all materials created by the vendor pursuant to the agreement shall be deemed to be owned by the organization. If the vendor does not agree to an assignment, then the vendor should, at a minimum, grant organization a perpetual, irrevocable, worldwide, royalty-free license to use the work product developed pursuant to the agreement.

- Final overall quote inclusive of taxes which is outcome of bidding process shall remain firm and shall determine the L1 (lowest quote). For L1 bidder, no request for changing overall quoted price (inclusive of taxes) for the tender, shall be entertained due to any error on account of calculation mistakes, incorrect rates and/or incorrect tax rates etc. in price bid. Any corrections on account of this shall be made by adjusting the basic rate of item without increasing the overall bid amount (inclusive of taxes). Bidders are requested to check their quote thoroughly (inclusive and exclusive of taxes) before final submission of the bid.
- If bidder withdraws quote after submission, action as deemed to fit shall be initiated by BPCL.
- Bidders (SI/OEM), who (i) have failed to execute a Contract / Purchase Orders, after the same had been issued to them and was accepted by them (ii) had failed to take up the Job and / or has withdrawn, after being Declared as Lowest Bidder (L1), for any Tender issued by BPCL IS Procurement Department, due to any reasons in last 3 years in BPCL, are ineligible to participate in this tender.
- In Event the Bidder is not in a position to take up the job after being declared as L1 through the Bidding Process, for whatever reason including but not limited to the scenarios mentioned below, the Bidder is likely to be put into Holiday List or Black list in accordance to the Company Policies.
 - Has deliberately violated and circumvented the provisions of labor laws/ regulations / rules, safety norms, environmental norms or other statutory requirements.
 - Has not honored the fax of award / letter of award / Contract / Purchase order after the same is issued by BPCL.
 - Withdraws/ revises the bid upwards after becoming the L1 bidder.
 - Has parted with, leaked or provided confidential / proprietary information of BPCL to any third party without the prior consent of BPCL.
 - Any other ground, including transgression of Integrity Pact, which, in the opinion of the Corporation, makes it undesirable to deal with the Agency; In the case of transgression of Integrity Pact, the same should be substantiated by the verdict of the Independent External Monitor.

Annexure 1- Technical Compliance Sheets

a. Storage Specifications

- Mention Storage Make/ Model :-

Sr. No	Specifications	Requirement	Compliance / Remark
1	Storage	Specify proposed storage Make / Model	
2	ISCSI, NFS and CIFS Protocol support and license for full storage box capacity (1500 TB Usable capacity). BPCL should have flexibility to use ISCSI, NFS and CIFS protocols for any combination of at least up to 512 TB.	ISCSI,NFS and CIFS - Required	
3	Disk Type	7.2 K RPM NL-SAS	
4	Disk Capacity	6 TB or lower HDD	
5	Throughput requirement	Min 3 Gigabits/ sec	
6	Usable Storage Capacity requirement	1000 TB usable with RAID 6 configuration. A single RAID group within the Pool should not exceed 10 drives per RAID Group.	
7	Storage scalability required over 6 years	Supports up to 1500 TB Usable capacity without changing / adding new controller considering same 6 TB NL-SAS drive or lower capacity drives with RAID 6 configuration and hot spare disks. Mention no of disk supports by proposed model.	

Sr. No	Specifications	Requirement	Compliance / Remark
8	Min Nos of LUNS supported	Min.400	
9	Max ISCSI sessions supported	Max. 500	
10	Read / Write Ratio	90% write and 10% read	
11	No single point of failure. Redundant, hot-swappable power supplies, fans, PDUs etc .	Required	
12	Controllers should be active-active. Dual active controller with automated I/O path failover.	Required	
13	Storage controller should have Min. 2 nos of ISCSI Copper ports per controller (preferably 1/10GBPS), Min. 2 nos of 10 Gbps ISCSI Fibre ports and Min. 2 nos of 16 GBPS FC ports for SAN switch connectivity per controller. There must be a dedicated management/ console port per controller. Min 2 nos 10 Gbps Fibre ports per controller for async replication.	Required SFPs to be provided by vendor. For 10 Gbps SFP ports and FC ports, vendor has to provide Min 8 nos of 10 Meters Fibre patch cords.	
14	Min 128 GB cache per storage array. Cache should be available on storage controller and not to be given by SSD or flash disk. The cache must have either Battery Backup or better technology for fully automatic de-stage of cache to disk/ SD-card during power failure.	Required	
15	It should support RAID 1, 5 and 6.	Required	
16	Min 10 nos of Hot spare disks are required for 1000 TB Usable capacity.	Required	
17	Back end connectivity should be 12 Gbps SAS with dual redundant path / chain.	Required	

Sr. No	Specifications	Requirement	Compliance / Remark
18	It should support storage to storage synchronous, asynchronous and bidirectional replication. The storage replication must support VMware vCentre Site Recovery Manager version 6.0 and above.	Required	
19	Required replication, snapshot, Tiering, failover-failback and clone licenses should be for full storage box capacity (1500 TB Usable capacity).	Required	
20	The Storage System Should be configured with host multi-pathing drivers.	Required	
21	Web and GUI based Centralize Management console for storage configuration and monitoring. Solution should offer real time performance monitoring tool / software along with required license for full storage capacity for giving information on CPU utilization, volume throughput, I/O rate and latency etc. If Management console requires separate server hardware same has to be provided by vendor.	Historical monitoring is required for Min 3 months and vendor should provide required software license and database license for same.	
22	Management console/browser should be able to manage and configure storage as well as user / department shares. (Creation/deletion/change). The storage should able to set quotas at a user, group or file set level and should have Microsoft Active Directory and LDAP integration.	Required	
23	User and department shares (CIFS and NFS) should not be based on Windows operating system and should have purpose built Storage Operating system.	Required Mention the type OS and its version	

Sr. No	Specifications	Requirement	Compliance / Remark
24	Storage or management software should have provision for automated email alerts for any warnings / errors etc to improve service response times.	Required	
25	The storage should support for heterogeneous Operating System platforms like Microsoft Windows (Windows 2008, Windows 2012 and above; Windows 7 and above), Microsoft Failover Cluster, ESXi 6.0 and above, LINUX , HP-UX, SUN Solaris, IBM-AIX, etc. Storage should support Microsoft windows cluster configuration.	Required	
26	Solution must be fully compatible with all standard backup software like HP Data Protector, IBM TSM, Netbackup, EMC Networker etc.	Required	
27	The storage should be supplied with necessary power cables (INDIAN pins), network cables and any other required cables for hosting all equipments and all cables must be compatible to existing components. All required cable and connectors for connecting the storage with switches are to be supplied.	Required	
28	The proposed solution considering full storage usable capacity (1500 TB) should be fitted in Maximum 2 nos of 42U racks only.	Required	
29	Support for VAAI and VASA (Yes / No).	Required	
30	Proposed storage should support for SSD and SAS disks	Required	

Sr. No	Specifications	Requirement	Compliance / Remark
31	The storage should be supplied with minimum one storage rack with built-in redundancy for power supplies and PDUs. There should be minimum 10-10 spare power distribution points in each PDUs in the rack, after connecting the storage infrastructure. BPCL will provide 230 V AC 16/32 Amps UPS power supply for storage. Storage should compatible with BPCL power settings. If any additional component is required, same should be provided by vendor. Vendor should mention specific power requirement if any.	Mention the number of racks. Mention no of power points required from BPCL side. Mention the number of power points available in each PDU for connecting the load.	
32	Vendor has to provide 2 days training on storage features and functionality to Min 4 nos of BPCL staff, preferably at Kochi.	Required	
33	Bidder should mention all default software licenses bundled with storage for full storage capacity.		
34	BPCL Existing network switches have 1 Gbps copper ports and 10 GBPS fiber ports. So proposed storage model should compatible and provide all required functionalities over existing network switches.	Required	
35	The proposed storage model should be configure in such a manner that it should support 10 Gbps copper or fibre network switches. Required components should be provided by vendor under this tender only.	Required	
36	The storage should be energy-efficient to support green data centre. Please specify	Required	

	power consumption in KW and Amp rating and temperature threshold		
Sr. No	Specifications	Requirement	Compliance / Remark
	limit for the proposed load.		
37	SLA during warranty and AMC is as follows:- • Service Window – 24*7 * 365 basis • Free supply of all signatures and patches for all software licenses • Free Supply and deployment of all new versions or releases or upgrade of firmware/ patches /fixes etc. which may required to keep the supplied hardware & software functional and at optimal performance level • Proactive patch analysis/ maintenance/management on quarterly basis for supplied Hardware & software Hardware SLA: • Response time – 4 hours, from the time of reporting the incident • Resolution time – 6 hours, from the time of reporting the incident Software SLA • Response time – 4 hours, from the time of reporting the incident • Resolution time –as per Criticality • Storage software support - Onsite Support for Incident Analysis / Resolution for call resolution • Onsite engineer support for firmware up gradation/ configuration change / new configuration and incident resolution as per requirement Onsite Engineer support for any maintenance, configuration, startup-shutdown, BCP activities during warranty and AMC.	Required	

b. SAN Switches Specifications

Sr. No	Specifications	Requirement	Compliance / Remark
1	SAN Switch	Specify proposed SAN Switch Make & Model	
2	Ports	SAN Switch should have minimum 24 ports of 16 GBPS autosensing, with all 24 ports ACTIVATED.	
		The ports should be with auto-sensing for 4, 8 and 16 GB/sec capabilities	
		Should deliver 16 Gbit/Sec Non-blocking architecture with 1:1 performance for up to 24 ports in a energy-efficient fashion	
3	Bandwidth	The switch should provide Aggregate bandwidth of 384 Gbit/sec: 24 ports × 16 Gbit/sec (data rate) end to end.	
4	Size	Should be Rack mountable.	
5	Redundancy	Shall have Redundant power supplies and fans	
6	Compatibility	Should have capability to interface with HBA of different make and model from multiple OEM, supporting multiple operating systems.	
7	Support	Should support all leading SAN disk array and tape libraries	
8	Accessories	Should be offered with fully populated SFP transceivers to support: 10 * 16 Gbps connectivity	

		8 * 8 Gbps connectivity 6 * 4 Gbps connectivity and 24 x LC-LC Fibre cables of min 10 meter length. Minimum 2 ports per switch with ISL with required licenses.	
9	Management	Switch should have support for web based management and should also support CLI.	
10	Firmware	Should support Non disruptive Microcode/ firmware Upgrades and hot code activation.	
11	Other Features	Offered SAN switch shall support services such as Quality of Service (QoS) to help optimize application performance in consolidated, virtual environments. It should be possible to define high, medium and low priority QOS zones to expedite high-priority traffic. The switch shall be able to support ISL trunk up to 64 Gbit/sec between a pair of switches for optimal bandwidth utilization and load balancing.	
		The Switch should be configured with the Zoning and shall support ISL Trunking features when cascading more than 2 numbers of SAN switches into a single fabric.	
		It should be possible to isolate the high bandwidth	

		data flows traffic to specific ISLs by using simple zoning	
		Switch shall support POST and online/offline diagnostics, including RAS trace logging, environmental monitoring, non-disruptive daemon restart, FC ping and Pathinfo (FC traceroute), port mirroring (SPAN port).	
		Offered SAN switches should support to measure the top bandwidth- consuming traffic in real time for a specific port or a fabric which should detail the physical or virtual device.	
12	Warranty / AMC	3 years Warranty and 3 years AMC post warranty Direct OEM support. Please refer to the SLAs defined for storage above.	

Annexure 1 A - Techno-commercial compliance

<u>Sl.</u>	<u>Component</u>	<u>Description</u>	<u>Compliance</u> <u>(Yes/No)</u>	<u>Remarks</u>
1	Commercial Terms & Conditions	Commercial Terms & Conditions and other contractual stipulations to be accepted and uploaded the same on Eproc Portal		
2	Unpriced Bid with HSN/SAC numbers	Unpriced Bid with HSN / SAC numbers to be uploaded on Eproc Portal		
3	Nil Deviation Statement	Nil Deviation Statement duly accepted and to be Uploaded on Eproc Portal		
4	Non Disclosure Agreement (NDA)	Letter for Confirmation on submission of NDA before placement of order to be Uploaded on Eproc Portal		
5	Terms & Conditions	Letter of acceptance to all the other terms and conditions mentioned in the tender to be uploaded on Eproc Portal		
6	Manufacturer Authorization Format (MAF)	MAF to be uploaded from Original Equipment Manufacturer's (OEM's) letter head on Eproc portal		
7	BPCL Pre Signed Integrity Pact	Copy of BPCL Pre Signed Integrity Pact duly signed by your authorized signatory to be uploaded in the system and Original documents to be submitted to IS, Procurement Department, Sewree, before submitting the bid.		
8	Threshold limit of AMC rates	Threshold limit of AMC rates has been maintained as per terms & conditions of tender.		

Annexure 2- Price Bid Format

Line Item	Description	Location	Quantity	UOM	HSN / SAC
10	Supply of Storage Hardware and all relevant software licenses with 3 years support and subscription Location – BPCL Kochi Refinery Warranty – 3 Years	Kochi	1	Nos	
20	Supply of SAN Switches and all relevant software licenses with 3 years support and subscription Location – BPCL Kochi Refinery Comprehensive Warranty – 3 Years	Kochi	2	Nos	
30	Installation and configuration of components supplied under line item 10	Kochi	1	LS	
40	Installation and configuration of components supplied under line item 20	Kochi	1	LS	
50	2 days OEM certified Instructor led Administrative training for total 4 Participants, Preferably at Kochi.	Kochi	1	Year	
60	Comprehensive AMC for 4th Year for hardware and software supplied under line item 10	Kochi	1	Year	
70	Comprehensive AMC for 5th Year for hardware and software supplied under line item 10	Kochi	1	Year	
80	Comprehensive AMC for 6th Year for hardware and software supplied under line item 10	Kochi	1	Year	
90	Comprehensive AMC for 4th Year for hardware and software supplied under line item 20	Kochi	1	Year	
100	Comprehensive AMC for 5th Year for hardware and software supplied under line item 20	Kochi	1	Year	
110	Comprehensive AMC for 6th Year for hardware and software supplied under line item 20	Kochi	1	Year	

Note: Quantity of hardware and software to be mentioned by bidder as per design of solution in order to fulfil BPCL requirement. In addition to the above mentioned BOM, if any other hardware/ software/ services are required to fulfil the system specification as per this tender, it is vendor responsibility to include the same. In case at a later stage it is observed that to meet the tender scope additional items are required, same shall be supplied free of cost.

Annexure - 3

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Bharat Petroleum

Annexure - 4

INTEGRITY PACT (Please upload enclosed IP doc. duly signed and stamped on all the pages).

Annexure – 5

Non Disclosure Agreement

This Agreement is made as of the ----- 2017 between **BHARAT PETROLEUM CORPORATION LTD. (BPCL)** a Government of India Enterprise, having its registered office and Corporate office at Bharat Bhavan , 4&6 , Currimbhoy Road , Ballard Estate , Mumbai -400001 **hereinafter referred as First Part** which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns and M/s - ----- a company incorporated under the Indian Companies Act, 1956, and having its registered office at ----- herein after called “**-Second Part** ” which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns.

Whereas in order to pursue the business purpose of this particular project as specified in **Annexure A** (the “Business Purpose”), **M/s-----** recognize that there is a need to disclose certain information, as defined in para 1 below, to be used only for the Business Purpose and to protect such confidential information from unauthorized use and disclosure.

In consideration of First Part’s disclosure of such information, Second Part agrees as follows:

1. This Agreement will apply to all confidential and proprietary information disclosed by First part to Second part, including information which the disclosing party identifies in writing or otherwise as Confidential before or **within thirty days** after disclosure to the receiving party (“Confidential Information”).

Confidential Information consists of certain specifications, designs, plans, drawings, software, prototypes and/or technical information, and all copies and derivatives containing such Information, that may be disclosed to other part by first part for and during the Purpose, which disclosing party considers proprietary or confidential (“Information”). Confidential Information may be in any form or medium, tangible or intangible, and may be communicated/disclosed in writing, orally, or through visual observation or by any other means by other part (hereinafter referred to as the receiving party) by the First Part (hereinafter referred to as one disclosing party). Information shall be subject to this Agreement, if it is in tangible form, only if clearly marked as proprietary or confidential as the case may be, when disclosed to the receiving party or, if not in tangible form, its proprietary nature must first be announced, and it must be reduced to writing and furnished to the receiving party within thirty (30) days of the initial disclosure.

2. M/s ----- i.e. Second Part -----hereby agreed that during the Confidentiality Period:

a) The receiving party shall use Information only for the Purpose, shall hold Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, but not less than reasonable care, taking into account the nature of the Information, and shall grant access to Information only to its employees who have a need to know, but only to the extent necessary to carry out the business purpose of this project **as defined in exhibit A**, shall cause its employees to comply with the provisions of this Agreement applicable to the receiving party, shall reproduce Information only to the extent essential to fulfilling the Purpose, and shall prevent disclosure of Information to third parties. The receiving party may, however, disclose the Information to its consultants and contractors with a need to know; provided that by doing so, the receiving party agrees to bind those consultants and contractors to terms at least as restrictive as those stated herein, advise them of their obligations, and indemnify the disclosing party for any breach of those obligations.

b) Upon the disclosing party's request, the receiving party shall either return to the disclosing party all Information or shall certify to the disclosing party that all media containing Information have been destroyed.

3. The foregoing restrictions on each party's use or disclosure of Information shall not apply to Information that the receiving party can demonstrate:

a) Was independently developed by or for the receiving party without reference to the Information, or was received without restrictions; or

b) Has become generally available to the public without breach of confidentiality obligations of the receiving party. The information shall not be deemed to be available to the general public merely because it is embraced by more general information in the prior possession of Recipient or of others, or merely because it is expressed in public literature in general terms not specifically in accordance with the Confidential Information; or

c) Was in the receiving party's possession without restriction or was known by the receiving party without restriction at the time of disclosure and receiving party declare of possession of such confidential information within a day upon such disclosure by disclosing party ; or

d) Pursuant to a court order or is otherwise required by law to be disclosed', provided that Recipient has notified the disclosing party immediately upon learning of the possibility of any such court order or legal requirement and has given the disclosing party a reasonable opportunity and co-operate with disclosing party to contest or limit the scope of such required disclosure including application for a protective order.

e) Is disclosed with the prior consent of the disclosing party; or

f) The receiving party obtains or has available from a source other than the disclosing party without breach by the receiving party or such source of any obligation of confidentiality or non-use towards the disclosing party.

4. Receiving party agrees not to remove any of the other party's Confidential Information from the premises of the disclosing party without the disclosing party's prior written approval and exercise extreme care in protecting the confidentiality of any Confidential Information which is removed, only with the disclosing party's prior written approval, from the disclosing party's premises. Receiving party agrees to comply with any and all terms and conditions the disclosing party may impose upon any such approved removal, such as conditions that the removed Confidential Information and all copies must be returned by a certain date, and that no copies are to be made off of the premises.
5. Upon the disclosing party's request, the receiving party will promptly return to the disclosing party all tangible items containing or consisting of the disclosing party's Confidential Information all copies thereof.
6. Receiving party recognizes and agrees that all of the disclosing party's Confidential Information is owned solely by the disclosing party (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, receiving party agrees that the disclosing party will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.
7. As between the parties, all Information shall remain the property of the disclosing party. By disclosing Information or executing this Agreement, the disclosing party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right. The disclosing party disclaims all warranties regarding the information, including all warranties with respect to infringement of intellectual property rights and all warranties as to the accuracy or utility of such information. Execution of this Agreement and the disclosure of Information pursuant to this agreement does not constitute or imply any commitment, promise, or inducement by disclosing party to make any purchase or sale, or to enter into any additional agreement of any kind.
8. Disclosing party's failure to enforce any provision, right or remedy under this agreement shall not constitute a waiver of such provision, right or remedy.

This Agreement will be construed in, interpreted and applied in accordance with the laws of India.

9. This Agreement and Exhibit A attached hereto constitutes the entire agreement of the parties with respect to the parties' respective obligations in connection with Information disclosed hereunder and supersedes all prior oral and written agreements and discussions with respect thereto. The parties can amend or modify this Agreement only by a writing duly executed by their respective authorized representatives. Neither party shall assign this Agreement without first securing the other party's written consent.
10. This Agreement will remain in effect for three years from the date of the last disclosure of Confidential Information, at which time it will terminate, unless extended by the disclosing party in writing.
11. With regard to the confidential information of M/s _____ disclosed to BPCL, BPCL agrees to comply with all the obligations of receiving party mentioned in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers or representatives.

M/S -----

BHARAT PETROLEUM CORPORATION LIMITED

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Designation: _____

Designation: _____

Exhibit A

1. **Business Purpose:**
.....

2. Confidential Information of M/s -----

All communication/ information submitted to the BPCL relating to the proposal of M/s _____ for the purpose of procurement and subsequent integration with existing infrastructure of BPCL, marked as confidential.

3. Confidential Information of BPCL:

- a) All details relating to architecture and other Network infrastructure details of BPCL etc.
- b) All information shared in oral or in written form by BPCL with M/s-----
-----.
- c) Any information desired by M/s ----- shall be justified for.
- d) Information downloaded or taken in physical form shall be returned/ destroyed after use and not copied.
- e) Draft Technical specifications for the various projects and Tender documents for the same.

BPCL: _____

M/s-----

Signed

Signed

Annexure - 6

BANK GUARANTEE

PROFORMA OF BANK GUARANTEE

(On non-judicial paper of appropriate value)

**FOR EARNEST MONEY / SECURITY DEPOSIT TOWARDS
PERFORMANCE**

To
Bharat Petroleum Corporation Ltd.

Dear Sirs,

M/s. _____ have taken tender for the work _____ CRFQ
No/PO No _____

_____ for Bharat Petroleum Corporation Ltd.

The tender Conditions of Contract provide that the Contractor shall pay a sum of Rs. _____ (Rupees _____) as earnest money/security deposit in the form therein mentioned. The form of payment of earnest money/security deposit includes guarantee executed by Scheduled Bank, undertaking full responsibility to indemnify Bharat Petroleum Corporation Ltd. in case of default.

The said _____ have approached us and at their request and in consideration of the premises we _____ having our office at _____ have agreed to give such guarantee as hereinafter mentioned.

1. We _____ hereby undertake and agree with you that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender or in payment of any money payable to Bharat Petroleum Corporation Ltd. We shall on demand pay to you in such matter as to you may direct the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may from time to time require.
2. You will have the full liberty without reference to us and without effecting this guarantee postpones for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said _____ and to enforce or to for bear from endorsing any power of rights or by reason of time being given to the said which under law relating to the sureties would but for provision have the effect of releasing us.
3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court.

4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the said____but shall in all respects and for all purposes be binding operative units payment of all money due to you in respect of such liabilities is paid.
5. Our liability under this guarantee is restricted to Rupees____Our guarantees shall remain in force until____unless a suit or action to enforce a claim under____Guarantee is filed against us within six months from____(which is date of expiry of guarantee) all our rights under the said guarantee shall be forfeited and shall be relieved and discharged from all liabilities thereunder.
6. We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney dated____granted to him by the Bank.

Yours faithfully

____ Bank by its Constituted Attorney Signature of a person duly authorized to sign on behalf of the bank.

Annexure - 7

Manufacturer Authorization Form (MAF)

Ref:

Date:

To,
D.G.M. IS (P & C)
M/s. Bharat Petroleum Corporation Limited
IS Department , 1st floor, CPO Building
“A” Installation Gate, Sewree Fort Road,
Sewree (E), Mumbai - 400015

Subject : Manufacturer Authorization for Tender No.CRFQ 1000

Sir,

We, <OEM/ Manufacturer name> having our registered office at <OEM/ Manufacturer address>, are an established and reputed manufacturer of Computer Systems/System integrator.

We confirm that <Bidder Name> having its registered office at <Bidder Address> is our authorized partner for _____. We hereby authorize <Bidder Name> to quote and execute the order for the subject tender on behalf of <OEM/ Manufacturer name>.

Our full support is extended to them in all respects for supply, warranty and maintenance of our products. We also ensure to provide the service support for the supplied equipments during the entire warranty period from the date of supply/installation of the equipments as per tender terms.

We also undertake that in case of default in execution of this tender by the <Bidder Name>, the <OEM/Company Name> will take all necessary steps for successful execution of this project as per tender requirements.

We hereby confirm that, as on the date of submission of this tender, <Bidder name> has sufficient credit worthiness directly with us to supply our Products / Services and has adequate line of credit arrangement with us to undertake this contract / PO as per terms & conditions within stipulated time lines.

In case nominated Business Partner fails to meet contractual obligations / time lines, we will arrange to take all necessary steps for successful execution of this project as per tender requirements.

Thanking You,
For <OEM/ Manufacturer name>
<(Authorized Signatory)>

Name :

Designation :

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed & stamped by Legal Officer/HR Head/Company Secretary of OEM Company.

<Bidder's Name & Stamp>

Authorised signatory

Name :

Designation :