

URJA BHARAT PTE LTD

REQUEST FOR QUOTATION

FOR

Procurement of Hardware and Software for UBPL in Abu Dhabi

TENDER NO: UBPL/HARDWARE & SERVICES/2020-21/019

**PART I
(Techno-Commercial)**

**Office No. 254, Al Bateen Tower C6
Bainunah, Street 34
ADIB Building
Abu Dhabi, UAE.**

Request for Quotation

1. INTRODUCTION

- 1.1. Urja Bharat Pte. Limited (UBPL) is a 50:50 JV between BPRL International Singapore Pte. Ltd. (BISPL) and Indian Oil Singapore Pte. Ltd. (ISPL), the Singapore WoS of BPRL and UBPL respectively. UBPL has been awarded an exploration concession for an onshore block in UAE.
- 1.2. UBPL has established an office in Al Bateen area and now intends to Procure Hardware, Software and related services for UBPL's office in Abu Dhabi.
- 1.3. For this purpose, UBPL solicits your offer in competition with other interested parties for procurement of Hardware, software and related services for office in Abu Dhabi. Specifications are fully described in the later part.
- 1.4. Earnest Money Deposit (EMD) / Bid Security: Nil

2. BIDDER'S QUALIFICATION CRITERIA (BQC)

- 2.1. Bid Evaluation Criteria is appended below:
 - Bidder should be an Authorised Dealer of OEM to be supported by documents/certificates.
 - The bidder must have prior experience for providing similar services in nearby areas in UAE.
- 2.2. "Similar Work" shall mean supplying PCs, Laptops, Printers to Corporates/Companies in UAE.
- 2.3. Bidder should have a functional office set-up in UAE and shall furnish the address and details for the same along with documentary proof before opening of the price bid of this tender, failing which, their bid shall be liable to be rejected.

3. General:

- 3.1. Bidder to submit their Quotes by the due date. Quotes / bids submission by the due date and time shall be responsibility of the bidder. UBPL takes no responsibility for delay, loss or non-receipt of tender documents sent by post/courier. Fax/ e-mailed offer shall not be accepted and UBPL takes no responsibility for delay, loss or non receipt of bid.
- 3.2. UBPL shall not be responsible for any expense incurred by bidders in connection with the preparation & delivery of their bids, site visit and other expenses incurred during bidding process.

- 3.3. UBPL reserve the right to assess bidder's capability and capacity to execute the work using in-house information and by taking into account other aspects such as concurrent commitments and past performance.
- 3.4. Bidder submitting the bid should not be under liquidation, court receivership or similar proceedings.
- 3.5. UBPL-ABU DHABI reserves the right to assess and verify a bidder's capability and capacity to execute the works and perform the obligations as set out herein using in-house information and by taking into account other aspects such as concurrent commitments and past performance.
- 3.6. The modalities of bid submission is as follows;
- Techno-Commercial Bid (Part-I) shall be submitted vide email, addressed to the e- mail ID: technicalbids@ubpltenders.com

Bid submitted through any other electronic/print media shall not be accepted.
 - Price Bid (Part-II) shall be submitted vide e-mail, addressed to the following e-mail ID: pricebids@ubpltenders.com
 - All pre-bid queries and signed Tender documents with filled up Declaration shall be submitted to following e-mails:
 1. spankaj@indianoil.in
 2. sudhir.chauhan@bharatpetroresources.in
 - The bidder is also advised to confirm its address and name its representative to whom all communication from UBPL-Abu Dhabi shall be addressed.
- 3.7. The Bids under this RFQ are invited under SINGLE STAGE-TWO BID SYSTEM. The bidder has to submit both the "TECHNO-COMMERCIAL" (Part-I) and "PRICE BIDS" (Part-II) in accordance with Clause 2.6 with all information requested or to be provided/ appended thereto, and such Bids are to be submitted strictly in accordance with the documents accompanying this Request for Quotation (RFQ), within the stipulated deadline for submission of the Bids i.e. the Bid Closing Date stipulated herein below. Bids not received by the Bid Closing Date shall be rejected and the representatives of any such rejected bidders shall not qualify for the Techno-Commercial Bid opening.
- 3.8. For your ready reference, few salient points of the RFQ (covered in detail in the Tender Documents) are highlighted below:

a. Tender Number	UBPL/HARDWARE & SERVICES/2020-21/019
b. Type of Tender	Single Stage – Two Bid System

c. Tender Documents Issue Date	17 th November 2020
d. Last Date for receipt of pre-Bid Queries	26 th November 2020, 2 PM UAE TIME
e. Bid Closing Date	26 th November 2020, 3 PM UAE Time
f. Date of Opening Techno-Commercial Bid	26 th November 2020 After 3.30 PM UAE Time
g. Techno-Commercial Bid Submission Mode	Email (technicalbids@ubpltenders.com)
h. Price Bid Submission Modes	Email (pricebids@ubpltenders.com)
i. Bid Validity Period	6 months from Bid Closing Date
j. Performance Bank Guarantee	10% of the Contract Value

- 3.9. The Techno-Commercial Bid to be in compliance with the RFQ documents. The rates in the Price Bid shall be quoted per unit as specified in the format mentioned in 'Schedule of Rates' to the Tender Documents.
- 3.10. Bid submitted by the bidder shall remain valid and open for acceptance for a period of 6 months from the date of opening of bid. The rates quoted in the schedule of rates shall remain firm during the validity period and contract period.
- 3.11. Due to project schedule limitations, requests for extensions of the Bid Closing Date will not be granted nor acknowledged, unless otherwise decided by UBPL – Abu Dhabi at its sole discretion.
- 3.12. UBPL - Abu Dhabi reserves the right to reject/cancel/terminate any Bids, at any stage, at its sole discretion, due to any inaccurate / false information /representations /statements made by the bidder during the bidding process.
- 3.13. The bidder understands and agrees that UBPL- Abu Dhabi shall have the right to withdraw/cancel/terminate the Tender Documents at any time for any reason whatsoever in its sole discretion by notice to the bidders, and UBPL- Abu Dhabi shall not be responsible for any costs that may have been incurred by the bidder with regard to the preparation and submission of the Bids or for any other reason whatsoever.

Thanking You

Yours Sincerely,

For UBPL-Abu Dhabi

(The document, being an electronic copy, does not require signature)

Schedule of Rates

Name of the Work: Procurement of Hardware and related services for office in Abu Dhabi

S. No.	Item	Item Description Brand/Specification (In line with UBPL's Requirement)	Quantity	Unit Price (Exclusive of all Taxes) AED	Taxes @__%	Unit Price (Inclusive of all Taxes) in AED	Total Prices (Inclusive of all Taxes) in AED
1	Laptop with software*		12 nos.				
2	All-in-One Printer/Scanner/Copy Machine 1		01 no.				
3	All-in-One Printer/Scanner/Copy Machine 2 Large Printer		01 no.				
4	Microsoft 365 Business Standard (formerly Office 365 Business Premium) Optional		05 nos.				
Total Bid Price (Inclusive of all applicable price)							
Total Bid Price in words:							

Details of components / accessories to be provided by the bidder along with the bid
* **as mentioned in specification in 3.1**

Note:

- The above estimated quantities are for evaluation purpose only, however payment will be made as per actual supply & services. Specification are elaborated in Scope of Supply & Terms & Conditions, separately.
- SOR rate shall be inclusive of all taxes & duties but excluding VAT which is to be quoted as per format.
- It will be the Contractor's responsibility to install, test and commission the supplied Hardware, software and accessories at UBPL's office and integrate the same. The supplier shall also install and commission Operating system, Software as per the direction of the UBPL.
- Rates mentioned above shall be inclusive all the packing, freight, transit insurance and forwarding charges up to the delivery and installation of the same.
- In case of non-execution of order within stipulated delivery period, UBPL reserves the right to cancel the order and arrange the materials from other sources.
- Prices shall remain firm and fixed till execution of the order.
- No advance payment shall be made, 100% payment shall be released upon completion of scope of each line item of SOR, within 30 days after receipt of invoice, duly certified by Engineer-In-Charge (EIC)
- The quoted price shall be valid up to 6 months from the date of receiving the purchase order and a Repeat Order may be placed on the vender "as and when" basin during the period.
- Other conditions shall remain same as mentioned above.
- Delivery & Installation: as per Delivery schedule mentioned in the Tender document.
- Evaluation of bid shall be done on the total cost basis inclusive of all taxes and duties (as quoted by the bidder in SOR). Any error in quoting taxes & duties by the bidder shall be to bidders account and the price break up has been sought for payment of statutory variations of taxes & duties if any during contract period.
- Please refer to Terms & Conditions attached herewith.

SECTION I

SCOPE OF SUPPLY & SERVICES

1. UBPL intends to hire a contractor for procurement & installation of hardware, software and services as mentioned in the following table at its office at "Office No. 254, Al Bateen Tower C6, Bainunah, Street 34, ADIB Building, Abu Dhabi".

S. No.	Item	Remarks	Qty. (Nos.)	Specification
1	Personal Computer: Laptop with necessary software as per specifications mentioned in 3.4	With 3 Year NBD Manufacturer Warranty for Hardware and 3 year Subscription for software	12	As per "Specification Sheet" (3.1)
2	All in One Printer/Scanner/Copy Machine	With 3 Year NBD Manufacturer Warranty	2	
3	Microsoft 365 Business Standard (formerly Office 365 Business Premium) Firm		5 Optional	

2. The purchase order shall be placed to the lowest bidder.
3. Materials are to be delivered and installed at the following address:

Attn: Mr. Pankaj Singh

Urja Bharat Pte. Ltd,
Office No. 254,
Al Bateen Tower C6, Bainunah,
Street 34, ADIB Building, Abu Dhabi.
M: +91-9811302062
Tel: +971-22076680

3.1. Minimum Specifications Requirements

3.1.1. Personal Computers: Laptops (12 Nos)

Make/Built	Laptop
Processor	10 th Generation Core i7 (1.8 GHz base frequency with Intel Turbo Boost Technology, 4 cores) or better
Storage	512 GB SSD with at least 512 GM HDD or more
Memory	16 GB RAM or more
Dedicated Graphics	At least 2 GB Graphics Nvidia

Operating System	Windows 10 Professional
Display	15.6" FHD Display
Ports/Network/USB	<ul style="list-style-type: none"> • 802.11a/b/g/n/ac (2x2), Bluetooth 4.2 M.2 • Aux for headphone/microphone and sound output; at least 2 USB (at least 1 no of 3.1 Gen1 Type A), 1 USB 3.1 Type-C ; memory card reader
Webcam	HD Cam (preferably Wide angle) with at least 720 p resolution
Warranty:	3 years onsite NBD
CD/DVD Drive	Read and Write, 16x DVD-/+RW
Other software	<p>1. Microsoft 365 Business Standard</p> <ul style="list-style-type: none"> • Desktop versions of Office apps: Outlook, Word, Excel, PowerPoint, OneNote (plus Access and Publisher for PC only). • Host email with a 50 GB mailbox and custom email domain (domain already procured by UBPL). • Microsoft Teams. • 1 TB of OneDrive cloud storage per user. • Availability of support with around-the-clock phone and web support from Microsoft. <p>2. Adobe Professional</p> <p>3. McAfee Internet Security</p>

3.1.2. Printer 1:

Printer Type	Color
Printing Technology	Laser
Print speed	20 ppm or Higher, letter/A4 and black-and-white/color
First page out	<p>Black-and-white: As fast as 14.5 seconds, letter (as fast as 16 seconds, A4);</p> <p>Color: As fast as 15.5 seconds, letter (as fast as 17 seconds, A4)</p>
Print resolution	600 x 600 dpi or Higher
Processor	540 MHz or Higher
Memory	192 MB, expandable to 448 MB via one open DDR2 DIMM slot
Input	<p>Tray 1: 100-sheet multipurpose</p> <p>Tray 2: 250-sheet</p> <p>Tray 3 (Optional): 500-sheet</p>
Two-sided printing	Automatic
Sizes	

Tray 1:	A3, A4, A5, A6, RA3, SRA3, B4, B5, 8k, 16k, 10x15 cm, post cards (JIS single and double); letter, legal, executive, 11 x 17 in, 12 x 18 in, 4 x 6 in, 5 x 8 in, 8.5 x 13 in; envelopes (DL, C5, B5, No. 10, Monarch); custom: 76 x 127 mm (3 x 5 in) to 320 x 457 mm (12.6 x 18 in)
Tray 2:	A3, A4, A5, B4, B5, 8k, 16k, double postcard; letter, legal, executive, 11 x 17 in, 8.5 x 13 in; custom: 148 x 182 mm (5.8 x 7.2 in) to 297 x 432 mm (11.7 x 17 in);
Tray 3 (Optional):	A3, A4, B4, B5, 8k; letter, legal, executive, 11 x 17 in, 8.5 x 13 in; custom: 148 x 210 mm (5.8 x 8.3 in) to 297 x 432 mm (11.7 x 17 in) Automatic two-sided printing: A3, A4, A5, RA3, SRA3, B4, B5, 8k, 16k, double postcard; letter, legal, executive, 11 x 17 in, 12 x 18 in, 8.5 x 13 in
Paper Types	Paper (Bond, brochure, colored, glossy, letterhead, photo, plain, preprinted, prepunched, recycled, rough); cardstock; glossy film; transparencies; labels; envelopes
Connectivity	
Interfaces	1 Hi-Speed USB 2.0, built-in Fast Ethernet 10/100 Base-T network port
Compatible OS	All versions of WINDOWS, WIN 8/Win 8.1/Win 10
Power Supply	220 to 240 V (+10 percent), 50/60 Hz(+ 3 Hz) as per UAE Standards
Warranty	3 years onsite NBD
Accessories	Power cord, USB PC to Printer Cable, Getting Started Guide, CD with software and documentation, preinstalled cartridges (atleast 5,000 pages), Print cartridges, 100-sheet multipurpose tray, 250-sheet input tray

3.1.3. Printer 2: Large Printer

Main Features:

- Functions: Print, Copy, Scan (fax and wireless optional)
- Cloud Print capability; USB
- Automatic document feeder; Front USB flash drive port; Optional high-capacity trays; Print from mobile device; Scan to email; Scan to PDF; Touch screen; Two-sided printing; Two-sided scanning

Print speed, black /color	21 - 30
Product type	Laser printers
Functions	Print scan and copy
CONNECTIVITY AND COMMUNICATIONS	

Ports	2 Hi-Speed USB 2.0 Host; 1 Hi-Speed USB 2.0 Device; 1 Gigabit Ethernet 10/100/1000T network; 1 Hardware Integration Pocket; 1 Fax modem port
Network / Modem	Standard (built-in Gigabit 10/100/1000T Ethernet)
Connectivity, standard	2 Hi-Speed USB 2.0 Host; 1 Hi-Speed USB 2.0 Device; 1 Gigabit Ethernet 10/100/1000T network; 1 Hardware Integration Pocket; 1 Fax modem port
PRINTING MEDIA HANDLING	
Paper handling input, standard	100-sheet multi-purpose tray, 2 x 520-sheet input tray, 520-sheet input tray, 100 sheet ADF
DISPLAY SPECIFICATIONS	Touch screen
SPEED	
Scan speed (normal, letter, A4)	80 ppm/160 ipm (b&w), up to 80 ppm/160 ipm (color)
Scan speed duplex (normal, Letter, A4)	160 ipm (b&w), up to 160 ipm (color)
Print speed black, Color (normal, A4, letter)	Up to 25 ppm
Print speed black, Color (normal, A3)	Up to 12 ppm
Print speed duplex (A4, Letter)	Up to 18 ipm
Copy speed (black, normal quality, A4)	Up to 25 cpm
Copy speed black, Color duplex (A4), Letter	Up to 18 cpm
PRINTER SPECIFICATIONS	
Internal Storage	Min 16 GB encrypted eMMC (located on formatter board for stored jobs and solutions); One 320 GB Standard (located on engine main board for copy/scan functions)
Paper trays, standard	Min 3
SCANNER SPECIFICATIONS	
Scan size (ADF), maximum	297 x 432 mm, Color Scanning
Output Format	Digital Send: PDF, Hi-Compression PDF, JPEG, TIFF, MTIFF, XPS, PDF/A with UP to 600 x 600 dpi resolution
Duplex ADF scanning	Yes
PROCESSOR	

Processor speed	1.2 GHz
SUPPORTED PRINTING MEDIA	
Media sizes supported	A3, A4, A4R, A5, A5R, A6, Ra4, B4 (JIS), B5 (JIS), B6 (JIS), Oficio, 8K, 16k, Postcard, Dpostcard (JIS), Envelope B5, Envelop C5, Envelope C6, Envelope DL; Tray 2: A4, A4R, A5, Ra4, B4 (JIS), B5 (JIS), Oficio, 16k; Tray 3: A3, A4, A4R, A5, Ra3, Ra4, B4 (JIS), B5 (JIS), Oficio, 8K, 16k
Compatible Operating Systems	Windows 8 and above 32 bit and 64 bit, Android
Print Resolution	Up to 1200 x 1200 dpi reduced speed
Rack and Power Specifications	As per UAE Standards
Services (Care Pack)	3 Year Next business day onsite warranty
Cartridges /Toner/Heads	preinstalled (for atleast 5,000 pages)

3.1.4. Microsoft 365 Business Standard (formerly Office 365 Business Premium) :

UBPL may procure such licenses as per requirement within the contract validity period. There will be no restrictions in minimum number of such licenses to be procured (i.e. UBPL may place order for 1 such license or multiple) through one or multiple Purchase Order subject to a cumulative total of 5 such licenses. Any additional licenses beyond 5 number shall be on mutual agreement basis.

Each such licenses under this line item must contain:

- Desktop versions of Office apps: Outlook, Word, Excel, PowerPoint, OneNote (plus Access and Publisher for PC only).
- Host email with a 50 GB mailbox and custom email domain (domain already procured by UBPL).
- Microsoft Teams.
- 1 TB of OneDrive cloud storage per user.
- Availability of support with around-the-clock phone and web support from Microsoft.

Description:

Web and mobile versions of Office apps

- Use web versions of Outlook, Word, Excel, PowerPoint, and OneNote

Email and calendaring

- Store and share files with 1 TB of OneDrive cloud storage
- Use own domain name
- Business-class email on phones, tablets, desktops, and the web with Exchange

File storage and sharing

- Store and share files with 1 TB of OneDrive cloud storage

Teamwork and communication

- Host online meetings and video calls for up to 250 users with Microsoft Teams

Security and compliance

- Protect email against spam, malware, and known threats with Exchange Online Protection
- Create password policies that require users to reset their passwords after a specified number of days

Desktop versions of Office apps for PC and Mac

- Get fully installed and always up-to-date versions of Outlook, Word, Excel, PowerPoint, OneNote for Windows or Mac (plus Access and Publisher for PC only)
- Install the Office apps on up to 5 PCs

3.1.5. Support Services:

- All items above are to be covered by 3 year OEM NBD Warranty services only. However, it will be the responsibility of the Contractor that all the issues associated with the setup is addresses in a timely manner as per the instructions of Engineer-In-charge in line with this Contract document.
- Contractor shall designate a contact person, with whom all necessary communication pertaining to the Scope of this Tender shall be made. He will be the one-point-contact person and responsible for lining up all necessary doable to address UBPL's issues.
- Contractor to provide necessary OEM Certificates for Warranty / Extended Warranty for the required period as per the Contract. However, for Support Services of Software, where OEM services are not available, Contractor to provide the certificate from the respective service provider.

4. OBLIGATIONS OF CONTRACTOR

- 4.1. Contractor shall provide all necessary support at Office Site and Drill site (as advised by UBPL). In the case the equipment is required to be taken out for repair, the same shall be requested in written to Engineer-in-Charge.
- 4.2. Contractor shall designate a contact person, with whom all necessary communication pertaining to the Scope of this Tender shall be made. He will be the one-point-contact person and responsible for lining up all necessary doable to address UBPL's issues.

5. OBLIGATIONS OF UBPL

- 5.1. Access to all the computers, peripherals and related equipment under this Contract for the purpose of maintenance will be provided to the Contractor by UBPL.

5.2. UBPL will extend all assistance and necessary help to the Contractor. In case support at drill site is required, UBPL shall provide conveyance from UBPL office to drill site.

6. PROTECTION OF PROPERTY AND EXISTING FACILITIES

6.1. Contractor shall perform each work in such a manner as will prevent damage to the UBPL's property and shall carry on the works in such a manner as to conform and consistent with, and not to interfere in any way with continuous and safe operation of the equipment / system.

7. DELIVERY PERIOD FOR HARDWARE / SOFTWARE

7.1. All equipment and related software shall be delivered, installed, tested and commissioned at the following address within 6 (Six) weeks from the date of issue of award of job as mentioned below:

S. No.	Item	DELIVERY PERIOD
1	Laptop with software*	Within 3 (Three) weeks from the date of issue of award of job (Including installation, if required)
2	All-in-One Printer/Scanner/Copy Machines	
3	Microsoft 365 Business Standard	Within 1 week from the date of intimation/order

8. PRICE REDUCTION for INCREASE IN DELIVERY, INSTALLATION AND COMMISSIONING OF ALL DELIVERABLES

8.1. A Price Reduction of 0.5% of the line-item contract value per week delay in commissioning beyond the allowable time as mentioned 7.0 above, subjected to a maximum reduction of 10% of the line-item contract value will be carried out. For simplified calculation purpose the following shall be adopted:

- 1-3 days Delay; 0.5% per week Delay
- 4-7 days Delay: 1% per week Delay

GENERAL TERMS AND CONDITIONS OF PURCHASE

1.0 DEFINITIONS

Unless repugnant to the subject or context thereof, the following expressions herein used shall carry the meaning hereunder respectively assigned to each, namely:

"Acceptance of Tender" shall mean the Acceptance of Tender issued by UBPL to the VENDOR, and shall include a letter, telegram or fax of acceptance or other notification of award of work, and a detailed Letter of Acceptance.

"Bulk Consumables" mean items specifically defined in the Contract Documents to constitute bulk consumables.

"Completion" shall mean the successful completion and conclusion of all activities required in all respects to complete the contractual works in accordance with the contract.

"Contract" shall mean the contract as derived from:

- i) The Tender Documents;
- ii) Agreed Variations to the Tender Documents;
- iii) Vendor's Priced bid; and
- iv) The Purchase Order.

"Contract Document(s)" shall mean individually and collectively the documents constituting the contract.

"Contractor" shall mean the successful bidder on whom the Purchase Order is placed.

"Defect Liability Period" in respect of:

- (i) Bulk Consumables shall be the date of delivery plus 6 (six) months;
- (ii) In the case of other Material(s) shall be 18 (eighteen) months from the date of delivery or 12 (twelve) months after the same have been put in service or commissioned, whichever is earlier;
- (iii) In the case of altered or replaced Material(s):
 - (a) With respect to Bulk Consumables, shall be 6 (six) months from the date of alteration, repair or replacement as the case may be; and
 - (b) With respect to other Material(s), shall be 12 (twelve) months from the date of alteration, repair or replacement as the case may be.

"Earnest Money Deposit" means the Demand Draft or Banker's Pay Order or the bank guarantee furnished by the Vendor in lieu of cash in support of his/its bid as required by the Bid Documents.

"Engineer-in-Charge" means the representative indicated by UBPL for managing, expediting and/or coordinating the supply of Material(s) and services.

"Equipment" means plant, machinery, equipment, instruments, computer, control and other electronic and electrical systems, and shall include parts, components, assemblies and sub-assemblies thereof.

"Material(s)" means any and all raw materials, manufactured articles, equipment, spares and other goods and supplies whatsoever and includes wherever applicable drawings, data, specifications and intellectual property rights and all services (including but not limited to design, fabrication, inspection, delivery and testing) required to be supplied,

done, performed, prepared or undertaken to meet the requirements of the Contract.

"**Notified Claim**" shall mean a claim of the VENDOR notified in accordance with the provisions of Clause given herein under.

"**Order**" and "**Instruction**" shall respectively mean any written Order or Instruction given by the Engineer-in-charge or his representative within the scope of their respective powers in terms of the Contract.

"**OWNER**" / "**UBPL**" shall mean Urja Bharat Pte Ltd (UBPL), a UBPL having office in Abu Dhabi.

"**Purchase Order**" means UBPL's acceptance of the Vendors' offer/bid and includes any formal or detailed Purchase Order issued by UBPL pursuant to the acceptance of the bid.

"**Schedule of Rates**" or "Price Schedule" shall mean the Schedule of Rates or Price Schedule annexed to the Acceptance of Tender, and shall also include a lump sum price.

"**Security Deposit**" shall mean the Security Deposit as specified hereof in the tender document.

"**Stipulated Delivery Period**" means the date(s) for delivery of the Material(s) as stipulated in the Contract and failing such stipulation, shall mean the date(s) for such delivery(ies) as agreed between the Vendor and UBPL.

"**Tender Documents**" with reference to the Purchase Order mean:

- (i) Material Requisition/Request for Quote;
- (ii) General Terms and Conditions of Purchase;
- (iii) Technical Specifications;
- (iv) Special Conditions of Purchase (if any);
- (v) Addendum (a) (if any) to the Tender Documents.

"**Time Schedule**" shall mean the Time Schedule for final completion of the Works incorporated in the Contract or as may be extended by the OWNER or Engineer-in-Charge.

"**Total Contract Value**" means total value of the Material(s) and services to be supplied as specified in the Purchase Order, exclusive of reimbursable taxes and duties.

"**Vendor**" means the successful bidder on whom the Purchase Order is placed.

2.0 **Interpretation of Contract Documents**

2.1 The several Contract Documents forming the Contract are to be read together as a whole and are to be taken as mutually explanatory.

2.2 Should there be any doubt or ambiguity in the interpretation of the Contract Documents or in any of them, the Vendor shall prior to commencing the relative supply or work for supply under the Contract apply in writing to UBPL for resolution of the doubt or ambiguity. Should the Vendor fail to apply to UBPL within 7 days from the date of receipt of the Order for its clarification as aforesaid, the Vendor shall perform the relative work and/or make the relative supply at his own risk.

2.3 Any item of supply or service relative thereto shown, indicated or included by deemed to form part of the Scope of Supply with the intent that the indication or inclusion of the supply or service within any of the said documents shall be a sufficient indication of the Scope of Supply or service covered by the Contract.

2.4 No verbal agreement or assurance, representation or understanding given by any employee or officer of UBPL or so understood by the Vendor shall anyway bind UBPL or alter the Contract Documents unless specifically given in writing and signed

by or on behalf of UBPL as an Agreed Variation to the relative term(s) in the Contract Document(s).

- 2.5 Clause headings given in this or any other Contract Documents are intended only as a general guide for convenience in reading and segregating the general subject of the various clauses, but shall not govern the meaning or import of the clauses there under appearing or confine or otherwise affect the interpretation thereof.

3.0 **Irreconcilable Conflicts**

Subject to the provisions above, in the event of an irreconcilable conflict between the provision of these General Terms and Conditions of Purchase and/or the Special Conditions of Purchase and/or Addendum (a) and/or the Agreed Variations to the Tender Documents and/or the Purchase Order and/or between any of the other said documents so that the conflicting provision(s) cannot co-exist, to the extent of such irreconcilable conflict, the following order of precedence shall apply so that the conflicting provision(s) in the document lower in the order of precedence set out below shall give way to the conflicting provision(s) in the document higher in the order of precedence, namely:

- (i) Agreed Variations to the Tender Documents;
- (ii) Purchase Order;
- (iii) Addendum/Addenda (a) to the Tender Document;
- (iv) General Terms and Conditions of Purchase;
- (v) Other Contract Documents.

4.0 **CONFIRMATION OF ORDER**

- 4.1 Without prejudice to the formation of contract by acceptance of bid, the Vendor shall acknowledge the acceptance of the Purchase Order by signing and returning the duplicate/photocopy within 7 (seven) days following receipt of the Purchase Order and such acknowledgement shall constitute conclusive evidence of a concluded contract without exception, on the terms and conditions set out in the Bid Documents.

- 4.2 Should the Vendor fail to acknowledge acceptance of the Purchase Order within the period specified above, UBPL may, without prejudice to any other right or remedy available to it, forfeit the Earnest Money Deposit.

5.0 **PRICE**

- 5.1 Unless otherwise specifically stipulated, the price shall be firm and shall not be subject to escalation for any reason.

6.0 **EARNEST MONEY**

- 6.1 Not Applicable

7.0 **TERMS OF PAYMENT**

- 7.1 As per SOR

8.0 **MODIFICATION**

- 8.1 UBPL shall have the right to request changes or modifications in the technical documents and/or specifications comprised in the Contract, subject to the Vendor's approval thereto. UBPL shall bear any additional cost and shall be entitled to the benefit of any reduced cost resultant upon any such change or modification.

- 8.2 As soon as possible after receipt of a written request from UBPL for change(s), the

Vendor shall furnish in writing to UBPL an estimate of the additional cost or benefit for the change(s) and/or modification(s) requested and its effect on the delivery date. On agreement with respect to the enhanced/reduced cost and modified delivery time, which shall be finalized within 10 (ten) days of the request for the modification, UBPL shall issue an amendment to the Purchase Order, and the Vendor shall promptly proceed with the change(s) / modification(s) contemplated by the amended Purchase Order.

9.0 **SUB-CONTRACTS**

9.1 The Vendor shall not assign the Contract in whole or part without obtaining the prior written consent of UBPL.

9.2 The Vendor shall, notwithstanding the consent and assignment, remain jointly and severally liable and responsible to UBPL together with the assignee, for and in respect of the due performance of the Contract and the Vendor's obligations there under.

10.0 **RESPECT FOR DELIVERY DATES AND PRICE DISCOUNT**

10.1 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).

10.2 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 UBPL 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 UBPL informed of all subsequent developments.

10.3 If any Material(s) is/are not delivered within the Delivery date(s) stipulated in respect thereof, UBPL shall be entitled to a discount by way of price adjustment in a sum equivalent to 0.5% (one half percent) of the price of such Material(s) per week or part thereof that the Material(s) remain(s) undelivered beyond the stipulated Delivery period in respect thereof, subject to a maximum discount of 10% (five percent) of the Total Contract Value. Such discount shall be given by the Vendor by equivalent reduction in the invoice value before presentation of documents to the Bank/UBPL for payment. Should the Vendor fail to deliver the Material(s) or to make such adjustment, the discount may be recovered by any other means.

10.4 Without prejudice to its rights under Clause 10.3 hereof and to entitlement to discount(s) accrued in terms thereof and in addition thereto, UBPL may at any time after the expiry of the stipulated date(s) of Delivery in respect of any Material(s), at its discretion terminate in whole or part the Contract in respect of the undelivered Material(s) or any of them and either purchase such Material(s) from any other available source at the risks and costs of the Vendor and recover from the Vendor any additional cost incurred by it on such purchase or recover from the Vendor without such purchase the difference between the market and contract price of such Material(s) on the date of termination of Contract relative thereto.

11.0 **DELAYS DUE TO FORCE MAJEURE**

11.1 If a force majeure event as defined below, affecting the Vendor, arises prior to the expiry of the stipulated Delivery period in respect of any Material(s) and the Vendor intends to claim extension of the stipulated date of delivery in respect of such Material(s) or any of them, the Vendor must advise UBPL by notice in writing of such

event by means of communication which secures undisputed service of the notice not later than 10 (ten) days of the occurrence of the event. The Vendor shall within 10 (ten) days of the end of the Force Majeure event similarly notify UBPL of such cessation, and of the period and Material(s) for which an extension of Delivery date(s) is consequently claimed. Such notification shall be a mandatory pre-condition to a claim for such extension.

11.2 Events of Force Majeure shall mean:

- (a) natural calamities, civil wars and national strikes which have a duration of more than seven consecutive working days; and
- (b) strike at Vendor's works for more than 10 consecutive days.

11.3 Commercial hardship and third party breach, strike, shutdown or lockout other than as specified in Clause 12.2 hereof shall not constitute an event of Force Majeure.

11.4 In the event of Force Majeure, each party shall bear any costs incurred by it resulting there from. The party affected by Force Majeure shall use all reasonable efforts to prevent and reduce to a minimum and mitigate the effect of delays occasioned by such Force Majeure.

11.5 Subject to receipt of notices under Clause 11.1 above, the stipulated Delivery date(s) may be extended by UBPL. The decision of UBPL on the Vendor's claim for extension of time and the time of extension and Material(s) on which extension is given shall be final and binding on the Vendor. On the grant of such extension, the extended date shall be deemed to be the stipulated Delivery date for the purpose of calculating price discount under Clause 10.3 hereinabove.

11.6 If the Vendor is prevented from fulfilling its contractual obligations for a continuous period of three (3) months because of Force Majeure, then the Vendor and UBPL shall consult with each other with a view to agreeing on the action to be taken under the circumstances, and failing such agreement, UBPL shall be entitled to terminate the contract in whole or to the extent that its performance is prevented by Force Majeure.

12.0 **PACKING & MARKING**

12.1 All Material(s) shall be suitably packed in weatherproof seaworthy/airworthy packing for ocean/air transport under tropical conditions and/or for rail and road or other appropriate transport within India. The Vendor shall ensure that the packing is strong enough to ensure safety and preservation of the Material(s) up to the point of final destination.

13.0 **TERMINATION**

13.1 Without prejudice to UBPL's right to price adjustment by way of discount or any other right or remedy available to UBPL, UBPL may terminate the Contract or any part thereof by a written notice to the Vendor, if:

- i) The Vendor fails to comply with any material term of the Contract.
- ii) The Vendor informs UBPL of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Vendor fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.

- iv) The Vendor becomes bankrupt or goes into liquidation.
- v) The Vendor makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Vendor.
- vii) The Vendor has misrepresented to UBPL, acting on which misrepresentation UBPL has placed the Purchase Order on the Vendor.

13.2 Upon receipt of said termination notice, the Vendor shall discontinue the work on the Contract so far as terminated, and matters connected therewith.

13.3 On termination of the Contract, without prejudice to any other right or remedy available to UBPL under the contract, in the event of UBPL suffering any loss on account of delayed delivery or non-delivery, UBPL reserves the right to claim and recover damages from the Vendor in respect thereof.

13.4 Notwithstanding anything to the contrary herein contained, UBPL will be at 'holiday list' for delay or non-performance of its contractual obligations or any of them.

14.0 **COMPLETE AGREEMENT**

The Contract Document(s) including, technical documents, drawings and specifications and other Annexures to the Contract documents constitute the entire agreement between the Vendor and UBPL in relation to the Contract arising out of the Purchase Order. Changes or amendments will be binding only if the amendments/modification are agreed to in writing as an amendment/variation to the relative Contract Document and signed by an authorized representative of UBPL.

15.0 **TECHNICAL INFORMATION/CONFIDENTIALITY**

15.1 Drawings, specifications and details shall at all times be the property of UBPL and shall be returned by the Vendor to UBPL on demand. The Vendor shall not make use of any document, drawing, specification, data or any other information connected with the Contract, for any purpose at any time, save and except in the implementation of the Contract.

15.2 The Vendor shall not disclose the technical information furnished or gained by the Vendor under or by virtue of or as a result of the implementation of the Contract and shall make all efforts to ensure that the technical information is kept confidential.

16.0 **PART ORDER/REPEAT ORDER**

The Vendor hereby agrees to accept part order at unit prices without limitation and also agrees in case of bulk consumables to accept repeat order(s) during a period of 6 (six) months from the date of original Purchase Order at the same unit price(s) and on the same terms and conditions.

17.0 **SECURITY DEPOSIT / BANK GUARANTEE:**

17.1 The contractor shall furnish a total security deposit of 10% of total contract value, in the form of a Bank Guarantee in the prescribed Performa within 7 days from the date of LOI.

17.2 The UBPL reserves the right to recover from the security deposit / bank guarantees the balance amount, if any, which could not be recovered from the payment to the contractor under any of the clause of this contract.

17.3 Contractor shall be liable to pay further balance of recovery / claim if any, which could not be recovered from the payments to the contractor and / or from the security deposit / bank guarantee.

- 17.4 The UBPL shall not pay any interest on the Earnest Money or Security Deposit or performance guarantee furnished by the contractor.
- 17.5 The Bank Guarantee towards performance guarantee for satisfactory performance of contract should be valid for 3 months beyond the original contract period and extended period as well. In the absence of such validity, payments of all dues to the contractor will be withheld. On production of performance guarantee, Earnest Money Deposit will be released.
- 17.6 The Bank Guarantee, subject to recoveries, if any, shall be refunded to contractor after the successful completion of this contract.
- 17.7 In case Contractor fails to carry out the job, as per the terms and conditions of the contract, the security deposit / is liable to be forfeited and Bank Guarantee is to be invoked, without prejudice to any other right, which the UBPL may have under this contract or otherwise.
- 18.0 **TERMINATION:**
- 18.1 The UBPL may without prejudice to its rights against Contractor in respect of any delay or otherwise or any claims for damage, in respect of any breach of the terms of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise, by notice in writing terminate the contract with immediate effect in any of the following cases:
- * In the event of Contractor going into liquidation or winding up his business or making arrangement with his creditors.
 - * It is found that contract has been procured by submitting incorrect or incomplete statement by the contractor or by making any misrepresentation including submission of forged documents.
 - * If in the opinion of the UBPL, the contractor has delayed or suspended the facilities in terms of tender conditions.
 - * In the event of any breach of the terms and conditions of the contract by Contractor or if Contractor is found to be indulging in activity subversive to the UBPL's interest or activity prejudicial to the interests of the UBPL and for any other good or sufficient reasons.
 - * Upon such termination of the contract the Security Deposit is liable to be forfeited and Bank Guarantee to be invoked.
 - * Notwithstanding anything contained above, the UBPL may, at its sole discretion, terminate this contract by giving the Contractor 30 day's written notice to the effect, without assigning any reasons whatsoever. The contract shall be deemed to have expired on expiry of the original period of 12 months unless extended.
- 19.0 **FORCE MAJEURE**
- 19.1 Where performance in whole or part by either party or any obligation under this Contract is prevented or delayed due to reasons beyond the control of such Party, such contract becomes unenforceable due to force majeure conditions and shall remain so till such time the force majeure event continues. Such events are act of public enemy, civil commotion, sabotage, floods, explosions, epidemics, or acts of God, Party claiming protection of force majeure shall give notice to the other Party in respect of such event within 'four [04] hours' of occurrence thereof and neither party shall by reason of such event be entitled to have claim for hire

charges/compensation/damages against the other in respect of such non-performance and/or delay in performance during such period.

20.0 ARBITRATION AND JURISDICTION

20.1 All disputes, controversies or claims (whether contractual or non-contractual arising out of, or in connection with, this Agreement shall be finally settled by arbitration in accordance with Singapore International Arbitration Centre Rules (SIAC) Rules by one or more arbitrators appointed in accordance with the said Rules. The seat of the arbitration shall be Singapore and the language of the arbitration shall be English.

20.2 The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of UAE for the time being in force and shall be subject to the exclusive jurisdiction of courts situated in UAE. The Contractor shall ensure full compliance of various UAE's Laws and Statutory Regulations in force from time to time and obtain necessary permits/licenses etc. as applicable from appropriate authorities for conducting operations under the Contract.

DECLARATION OF RELATIONSHIP WITH DIRECTORS OF UBPL

The bidder should declare the following information in exhaustive details:

1. Whether proprietor is a Director or is related to any director of UBPL at present or retired within the past two years from the due date of submission of Bids. YES/ NO
2. Whether any partner or member of the firm is a Director or is related to any Director of UBPL at present or retired within the past two years from the due date of submission of Bids. YES/ NO
3. Whether any of the Directors of the Company is a director or is related to any director of UBPL at Present or retired within the past two years from the due date of submission of Bids. YES / NO

SIGNATURE AND SEAL OF BIDDER

Place:

Date:

EXHIBIT - A
COMPLIANCE WITH BID REQUIREMENTS

We hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other conditions whatsoever of the Tender Documents and Addendum (if any) to the Tender Documents for the Services, as issued by Company.

We hereby further confirm that any terms and conditions which are not in compliance with the Tender Documents if mentioned in our Bids (Techno-Commercial Bid as well as Price Bid), shall not be recognized and shall be treated as null and void and may lead to rejection of our Bids.

SIGNATURE OF BIDDER: _____

NAME OF BIDDER : _____

SEAL OF BIDDER:

Performance Guarantee

Our Ref:

Date:

Beneficiary Name,
Beneficiary Address

Dear Sirs,

Re: Our Performance Guarantee No. for CCY In Respect of:

At the request of M/s with Commercial License No. and having its registered address at(hereinafter called "the Service Provider/Contractor" which expression shall include its successors and assigns), we, M/s. a public joint stock company registered/constituted under the Act, having our Registered Office/Head Office at (hereinafter called "the Bank" which expression shall include its successors and assigns) hereby irrevocably and unconditionally undertake and guarantee to pay you, M/s. ("UBPL"), the sum of CCY...(Amount)...(Amount in Words) in full as per the terms and conditions set out hereunder, in connection with performance of the work awarded for "Hiring of PMC for Onshore Block-1" to the Service Provider upon terms and conditions inter-alia mentioned in the Letter of Acceptance No. dated issued by UBPL read with the relative Tender Documents Ref: (hereinafter collectively called "the Contract", which expression shall include any formal Contract entered into between the UBPL and the Service Provider in supersession of the said Letter of Acceptance and all amendments and/or modifications in the Contract), upon receipt by the Bank of UBPL's first written demand for payment (the "Demand") without the requirement for any reference/recourse to the Service Provider and/or despite any contestation whatsoever on the part of the Service Provider.

We understand and undertake that the obligations of the Bank to UBPL hereunder shall be as principal to principal and shall be wholly independent of the Contract and it shall not be necessary for the UBPL to proceed against the Service Provider or exhaust its remedies against the Service Provider before proceeding against the Bank, and the Guarantee/Undertaking herein contained shall be enforceable against the Bank notwithstanding the existence of any other guarantee/undertaking or security for any indebtedness of the Service Provider to UBPL (including relative to the said Security Deposit) and notwithstanding that any such undertaking or security shall at the time when claim is made against the Bank or proceedings taken against the Bank hereunder, be outstanding or unrealized.

If UBPL issues the Demand to the Bank that the Service Provider has defaulted or failed to fulfil its obligations under the Contract (which shall be final, conclusive and binding on the Bank without the requirement for any proof whatsoever in this regard), we undertake to immediately pay up to the above-mentioned amount in the stipulated currency, without exception or objection, into a bank account designated by UBPL on receipt of such Demand from UBPL. We shall inform the UBPL in

writing as soon as the payment has been made, which shall in any case be no later than days of the date of issuance of the Demand by UBPL.

The liability of the Bank to UBPL under this Guarantee shall remain in full force and effect notwithstanding the existence of any difference or dispute between the Service Provider and UBPL, the Service Provider and the Bank (including vis-à-vis any failure/default of the Service Provider to fulfil any obligations towards the Bank for issuance of this Guarantee or otherwise) and/or the Bank and UBPL or otherwise howsoever touching or affecting these presents for the liability of the Service Provider to UBPL, and notwithstanding the existence of any instructions or purported instructions by the Service Provider or any other person to the Bank not to pay or for any cause withhold, retain, avoid, offset or defer payment to UBPL under these presents, with the intent that notwithstanding the existence of such difference, dispute or instruction, the Bank shall be and remain liable to make payment of the aforementioned amount to UBPL, without any set-offs or deductions of any nature whatsoever, in the terms set out herein. Our obligations under this Guarantee shall not be affected by any arrangements or agreements made by UBPL with the Service Provider which may concern its obligations under the Contract.

The Bank shall not revoke this Guarantee during its currency except with the prior consent of UBPL in writing, and also agrees that any merger or amalgamation of the Bank or any change in the constitution/ownership of the Service Provider or the Bank or UBPL shall not discharge/waive in full or in part the Bank's liability hereunder.

This Guarantee is valid from until (Expiry Date) after which date no claim will be entertained by us and this Guarantee will become automatically null and void, unless otherwise extended. Claims, if any, under this Guarantee must be presented to us on or before expiry date with your signature(s) on the claim letter duly verified by your bankers, along with the original Guarantee and original amendments, if any.

This Guarantee shall be governed by U.A.E. Laws and the Courts in the Emirate of Abu Dhabi shall have exclusive jurisdiction.

The original Guarantee and amendments, if any, must be returned to us upon expiry for cancellation. However, we shall be released of all our obligations hereunder even if such return has not taken place.

Notwithstanding anything herein stated above, we shall be released of all obligations under this Guarantee once the original Guarantee is received at our counters for cancellation.

Yours Faithfully,

Names & Designations:

being Authorised Signatories For and On Behalf of

(Bank's Seal)

URJA BHARAT PTE LTD

REQUEST FOR QUOTATION

FOR

Procurement of Hardware and Software for UBPL in Abu Dhabi

TENDER NO: UBPL/HARDWARE & SERVICES/2020-21/019

**PART II
(PRICE BID)**

**Office No. 254, Al Bateen Tower C6
Bainunah, Street 34
ADIB Building
Abu Dhabi, UAE.**

PRICE BID

A. SCHEDULE OF RATES

B. PREAMBLE TO SCHEDULE OF RATES

Schedule of Rates

Name of the Work: Procurement of Hardware and related services for office in Abu Dhabi

S. No.	Item	Item Description Brand/Specification (In line with UBPL's Requirement)	Quantity	Unit Price (Exclusive of all Taxes) AED	Taxes @__%	Unit Price (Inclusive of all Taxes) in AED	Total Prices (Inclusive of all Taxes) in AED
1	Laptop with software*		12 nos.				
2	All-in-One Printer/Scanner/Copy Machine 1		01 nos.				
3	All-in-One Printer/Scanner/Copy Machine 2 Large Printer		01 no.				
4	Microsoft 365 Business Standard (formerly Office 365 Business Premium) Optional		05 nos.				
Total Bid Price (Inclusive of all applicable price)							
Total Bid Price in words:							

details of components / accessories to be provided by the bidder along with the bid
* **as mentioned in specification in 3.1**

Note:

- The above estimated quantities are for evaluation purpose only, however payment will be made as per actual supply & services. Specifications are elaborated in Scope of Supply & Terms & Conditions, separately.
- SOR rate shall be inclusive of all taxes & duties but excluding VAT.
- It will be the Contractor's responsibility to install, test and commission the supplied Hardware, software and accessories at UBPL's office and integrate the same. The supplier shall also install and commission Operating system, Software as per the direction of the UBPL.
- Rates mentioned above shall be inclusive of all the packing, freight, transit insurance and forwarding charges up to the delivery and installation of the same.
- In case of non-execution of order within stipulated delivery period, UBPL reserves the right to cancel the order and arrange the materials from other sources.
- Prices shall remain firm and fixed till execution of the order.
- No advance payment shall be made, 100% payment shall be released upon completion of scope of each line item (1 to 3) of SOR, within 30 days after receipt of invoice, duly certified by Engineer-In-Charge (EIC). For line item 4, when available, payment will be made within 30 days after receipt of invoice once service is complete.
- The quoted price shall be valid up to 6 months from the date of receiving the purchase order and a Repeat Order may be placed on the vendor "as and when" basis during the period.
- Other conditions shall remain same as mentioned above.
- Delivery & Installation: Within 3 weeks from the date of award of the Job. (refer Delivery Period For Hardware / Software of Tender document)
- Evaluation of bid shall be done on the total cost basis inclusive of all taxes and duties (as quoted by the bidder in SOR). Any error in quoting taxes & duties by the bidder shall be to bidder's account and the price break up has been sought for payment of statutory variations of taxes & duties if any during contract period.
- Please refer to Terms & Conditions attached herewith.
- In case any activity though specifically not covered under Schedule of Rates (SOR) descriptions but the same is covered under the Conditions of Contract, Scope of Work and other contents of Bidding Document, no extra claim on this account shall be entertained, since SOR is to be read in conjunction with all other documents forming part of the Contract.
- The rates quoted by bidder shall remain fixed and firm and shall not be subject to amendment for any cause, except as expressly stated in the Contract.

- Bidders should quote for all items of the Schedule of Rates
- Quantities mentioned in the Schedule of Rates are indicative and are only for the purpose of evaluation of the lowest (L1) bid. Actual quantities can vary depending upon requirement at drilling sites. Accordingly, payment would be due and considered for actual quantities operated.
- Bidder shall quote/ fill the rate in round figure (without any figure in decimal).
- Bidder is not permitted to insert any conditions / deviations / notes to the Schedule of Rates. Additional conditions / deviations / notes so inserted shall not be considered and shall be treated as null and void.

Signature & Seal of Bidder