



ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्यम)
Oil India Limited
(A Government of India Enterprise)

Plot No. 19, Sector 16A, Noida – 201301, U.P.
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Web Site: www.oil-india.com

OIL INDIA LIMITED (OIL) invites Bids from experienced Service Providers through its E-procurement portal “<https://etender.srm.oilindia.in/irj/portal>” for the following works / services:

Tender No.	CLI5764L18 Dated 14.09.2017
Description of Work / Service	OPERATION OF DISASTER RECOVERY SITE (IT INFRASTRUCTURE AS A SERVICE & NON-IT EQUIPMENT MAINTENANCE) AT OIL HOUSE NOIDA.
Type of Bid	SINGLE STAGE TWO BID SYSTEM
Bid Closing / Opening Date & Time	26.09.2017 (14:00 HRS / 15:00 HRS : Server Time)
Bid Submission Mode	Bid should be uploaded in OIL's e-Procurement portal.
Bid Opening Place	Office of the General Manager (C&P), Oil India Limited, Plot No. 19, Sector-16A, Noida-201 301, Uttar Pradesh
Priced Bid Opening Date & Time	Will be intimated to the eligible bidder(s) nearer time.
Bid Security (EMD)	<p>Rs. 37,38,000.00</p> <p>The Bid Security should be in the form of BANK GUARANTEE (as per format provided and valid for minimum 150 days from the date of original Technical bid closing date) favouring OIL INDIA LIMITED, payable at NOIDA / DELHI for the amount applicable and purchased from any Scheduled Indian Bank. Alternatively, the Bid Security can be deposited on-line in the E- procurement portal through the online payment gateway.</p> <p>Notes:</p> <p>a. In case of Bidder(s) submitting Bid Security in the form of BANK GUARANTEE, the Original hard copy of Bid Security should reach the office of General Manager (C&P), Oil India Limited, Plot No. 19, Sector-16A, Noida-201 301, Uttar Pradesh on or before Bid Closing date and time.</p> <p>b. A scanned copy of Bid Security document / EMD Invoice (in case of Bid Security deposited on-line) may also be uploaded along with the Unpriced Techno-Commercial Bid documents.</p>
Amount of Performance Security	10% of annualized contract value

2.0 EXEMPTION FROM SUBMISSION OF BID SECURITY:

2.1 If the bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME, then they are also exempted from submitting Bid Security. Bidding MSEs shall have to submit a Copy of valid Registration Certificate clearly indicating the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies.

In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

3.0 Details of process for submission of Bid Security (EMD) through the online payment gateway are available in Vendor User Manual under E- procurement portal. (**Note:** Important Points for on-line Payment can be viewed at Oil India's website at url:

E-TENDER NO. CLI5764L18

<http://oil-india.com/pdf/ETenderNotification.pdf>.

4.0 The link to OIL's E-Procurement portal has been also provided through OIL's web site (www.oil-india.com).

5.0 The details of IFB / Bid Documents can be viewed using "Guest Login" provided in the E-Procurement portal.

6.0 To participate in OIL's e-procurement tender, bidders should have a legally valid **Digital Certificate Class III [Organization] along with Encryption Certificate** as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. Digital Signature Certificates having "**Organization Name**" field other than **Bidder's Name** are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable. Bidders are advised to go through "[User Manuals](#)" provided in OIL's E-Tender portal for bid submission procedure.



(Rupak Kalita)

CHIEF MANAGER (MATERIALS)

For GENERAL MANAGER (C&P)

For CHAIRMAN & MANAGING DIRECTOR

DATE: 14.09.2017

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FORWARDING LETTER

OIL INDIA LIMITED invites ON-LINE BIDS from experienced / approved Contractors / Firms for the following mentioned work / service under **SINGLE STAGE TWO BID SYSTEM ON LIMITED TENDER BASIS** through its e-Procurement site:

DESCRIPTION OF WORK/ SERVICE:

OPERATION OF DISASTER RECOVERY SITE (IT INFRASTRUCTURE AS A SERVICE & NON-IT EQUIPMENT MAINTENANCE) AT OIL HOUSE, NOIDA.

CONTRACT PERIOD: 3 (three) years.

BID SECURITY: Rs. 37,38,000.00 (Rupees Thirty Seven Lacs Thirty Eight Thousand only)

BID CLOSING/ OPENING DATE & TIME: 26.09.2017 (14:00 HRS/15:00 HRS)

a) **Bid Security** deposited vide On-line Payment / Bank Guarantee

No. _____ dated _____ of _____

Original hard copy of (a) (In case of Bidder(s) submitting Bid Security in the form of Bank Guarantee) should reach the office of General Manager (C&P), Oil India Limited, Plot No. 19, Sector-16A, Noida-201 301, Uttar Pradesh on or before bid closing date & time, otherwise Bid will be rejected. A scanned copy of Bid Security document / EMD Invoice (in case of Bid Security deposited on-line) should also be uploaded along with the Un-priced Techno-Commercial Bid documents.

b) Bidders to confirm that in the event of the award of Contract will submit Performance Security Deposit **@ 10% of annualized contract value** and this will not earn any interest.

2.0 SEALED ENVELOPES containing the **Bid Security Deposit, Printed catalogue and Literature**, if called for in the tender shall be marked with the above Tender Number and description of work and addressed to:

GENERAL MANAGER (C&P),
OIL INDIA LIMITED,
PLOT NO. 19, SECTOR-16A, NOIDA-201 301
UTTAR PRADESH

All bidders (except those exempted) shall deposit the requisite **BID SECURITY DEPOSIT** in the form of **On-line Payment / Bank Guarantee (as per format provided and valid for minimum 150 days from the date of opening of Technical Bid)** from any Scheduled Indian Bank in favour of M/s Oil India Limited and payable at NOIDA / DELHI. This Bid Security Deposit shall be refunded to all unsuccessful bidders, but is liable to be forfeited in full or part, at Company's discretion, as per Clause No. 6.0 below. **Bids without Bid Security Deposit (except from those exempted) in the manner specified above will be summarily rejected.**

3.0 **Bid should be submitted online up to 02:00 PM (IST) (Server Time) on the date as mentioned and will be opened on the same day at 03:00 PM (IST) at Office of the GM (C&P) in presence of authorized representative of the bidder.**

4.0 **The rates shall be quoted per unit as specified in the "BIDDING FORMAT" attached under "Notes and Attachments" tab.**

The bid and all uploaded documents must be Digitally signed using **Digital Certificate Class III [Organization] along with Encryption Certificate** as per Indian IT

Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

*Digital Signature Certificates having “**Organization Name**” field other than **Bidder’s Name** are not acceptable. However, aforesaid Digital Signature Certificates having Bidder’s Name in the “Organization Name” field are acceptable.*

The authenticity of above digital signature shall be verified through authorized CA after bid opening. If the digital signature used for signing is not of Class III [Organization] along with Encryption Certificate, the bid will be rejected.

Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employee.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.

5.0 The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.

6.0 (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to forfeiture of his / her / their Bid Security Deposit in full and debarred from participation in future tenders, at the sole discretion of the company and the period of debarment will not be less than 6 (six) months.

(b) Once a bid is withdrawn, the offer will be treated as withdrawn and no further claim / correspondence will be entertained in this regard.

7.0 The Bid must be valid for **120 (One Hundred Twenty) days** from the date of Technical bid opening.

8.0 Conditional bids are liable to be rejected at the discretion of the Company.

9.0 Deleted

10.0 Deleted

11.0 The selected bidder will be required to enter into a formal contract, which will be based on their bid and O.I.L's Standard Form of Contract.

12.0 The successful bidder shall furnish a Performance Security Deposit in the form of Bank Guarantee as specified above before signing the formal contract. The Performance Security Deposit will be refunded to the Contractor after satisfactory completion of the work, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. This Security Money shall not earn any interest.

13.0 Time will be regarded as the essence of the Contract and the failure on the part of the Contractor to complete the work within the stipulated time shall entitle the Company to recover liquidate damages and / or penalty from the Contractor as per terms of the tender /contract.

14.0 The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers payment.

15.0 **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be debarred for a period of 2(two) years from the date of withdrawal of bid.

16.0 **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall be forfeited and the bidder shall be debarred for 2 (two) years from the date of default.

17.0 **PROVISION FOR ACTION IN CASE OF ERRING / DEFAULTING AGENCIES:**

Action against erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website www.oil-india.com

18.0 **The tender will be governed by:**

Forwarding Letter: SECTION-I

Instruction to Bidders: SECTION - II

Bid Evaluation Criteria (BEC) / Bid Rejection Criteria (BRC): SECTION – III

General Terms and Conditions: SECTION-IV

Scope of Work: SECTION-V

Integrity Pact: SECTION-VI

Commercial Check list: SECTION – VII

Bidding Format: SECTION – VIII (Attached under “Notes and Attachments” tab in the main bidding engine of OIL's e-Tender portal)

Annexure & Proformas

SPECIAL NOTE:

Please note that all tender forms and supporting documents are to be submitted through OIL's E-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribed with Tender No. and due date to The General Manager (C&P), Oil India Limited, Plot No. 19, Sector-16A, Noida-201 301, Uttar Pradesh.

a) **ORIGINAL BID SECURITY (Only in case of Bidder(s) submitting Bid Security in the form of Bank Guarantee)**

A scanned copy of Bid Security should also be uploaded along with the Un-priced Techno-Commercial Bid documents.

b) **ANY OTHER DOCUMENT REQUIRED TO BE SUBMITTED IN ORIGINAL AS PER TENDER REQUIREMENT.**

Scanned copy(s) of the same should also be uploaded along with the Un-priced Techno-Commercial Bid documents.

The above documents including the Original Bid Security (in case of bidders submitting Bid Security in the form of Bank Guarantee) must be received at OIL's GM (C&P)'s office at Noida on or before the bid closing date & time failing which the bid shall be rejected.

Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in the rejection of its offer without seeking any clarifications. Offers sent without the requisite value of prescribed bid security (if called for in the bid) in original will be ignored straightway.

19.0 The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The bidder has to submit both the “Un-Priced Techno-Commercial” and “Priced” bid through electronic form in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specification of the tender. The Price Bid shall be quoted as specified in the “BIDDING FORMAT” attached under “Notes and Attachments” tab in the main bidding engine of OIL's e-Tender portal. The price quoted in the “BIDDING FORMAT” will only be considered for evaluation.

20.0 In Technical Bid opening, only Un-Priced Techno-Commercial Bid will be opened. Therefore, the bidder should ensure that Technical bid is uploaded under “Technical Attachments” of “RFx Information” Tab Page only. No price should be given along with Un-Priced Techno-Commercial Bid; otherwise the offer will be rejected. Please go through the help document provided in OIL’s e-Portal, in detail before uploading the document.

NB: All the Bids must be Digitally Signed using Digital Certificate Class III [Organization] along with Encryption Certificate as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

21.0 The Integrity Pact is applicable against this tender:

OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide “Section-VI- Integrity Pact” of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL’s competent signatory. The proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder’s authorized signatory who sign the Bid.

(Note: Shri Rajiv Mathur, IPS (Retd.), Former Director, IB, Govt. of India, E-Mail ID: rajivmathur23@gmail.com, Shri Satyananda Mishra, IAS (Retd.), Former Chief Information Commissioner of India & Ex-Secretary, DOPT, Govt. of India, E-Mail ID: satyanandamishra@hotmail.com and Shri Jagmohan Garg, Ex-Vigilance Commissioner, CVC, E-Mail ID: jagmohan.garg@gmail.com have been appointed as Independent External Monitors).

22.0 In order to participate against OIL’s E-Tenders, Bidders are advised in their own interest to kindly go through the following documents, in addition to others, available under “[User Manuals](#)” in the main login page of OIL’s E-Tender portal:

- a. Guidelines to Bidders for participating in OIL.pdf
- b. NEW INSTRUCTIONS TO BIDDER FOR SUBMISSION.pdf

23.0 The bidder must submit authorization letter from OEM (i.e. HPE) of offered product approving the bidder to quote against the tender (Sample format enclosed as Proforma-IX) and stating that the OEM will provide support directly or through the particular dealer during the warranty period including replacement of spares along with the offer.

(END OF SECTION-I)

INSTRUCTION TO BIDDERS

1.0 Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as 'Company', will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.0 BIDDING DOCUMENTS:

2.1 The services required, bidding procedures and contract terms are prescribed in the Bidding Documents. This Bidding Document includes the following:

- a) A forwarding letter (**SECTION-I**) highlighting the following points
 - (i) Company's IFB/ Tender No.
 - (ii) Description of Work / Service
 - (iii) Bid closing date and time
 - (iv) Bid opening date, time and place
 - (v) Bid submission place
 - (vi) The amount of Bid Security
 - (vii) The amount of Performance Guarantee
- b) Instructions to Bidders: **SECTION-II**
- c) Bid Evaluation Criteria (BEC) / Bid Rejection Criteria (BRC): **SECTION - III**
- d) General Terms and Conditions: **SECTION-IV**
- e) Scope of Work: **SECTION-V**
- f) Integrity Pact: **SECTION-VI**
- g) Commercial check list: **SECTION - VII**
- h) Bidding Format (Attached under "**Notes and Attachments**" tab in the main bidding engine of OIL's e-Tender portal): **SECTION-VIII**
- i) Annexure & Proformas

2.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid document. Failure to furnish all information required in the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

3.0 TRANSFERABILITY OF BID DOCUMENTS:

3.1 Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document has been issued.

3.2 Unsolicited offers will not be considered and will be rejected straightway.

4.0 AMENDMENT OF BIDDING DOCUMENTS:

4.1 At any time prior to the deadline for submission of bids, the company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by issuance of an Addendum.

4.2 The Addendum will be sent in writing through post / courier / Fax / e-mail to all prospective Bidders to whom Company has sent the bid documents and also be uploaded in the OIL's e-portal in the "Technical RFx" area under the tab "External Area → Amendments". The company may, at its discretion, extend the deadline for bid submission for any reason. Bidders shall also check OIL's E-Tender portal ["Technical RFx" area under the tab "External Area → Amendments"] for any amendments to the bid documents before submission of their bids.

5.0 PREPARATION OF BIDS

5.1 LANGUAGE OF BIDS: The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and the Company shall be in English language, except that any printed literature may be in another language provided it is accompanied by an English translated version, which shall govern for the purpose of bid interpretation.

5.2 DOCUMENTS COMPRISING THE BID:**(A) UN-PRICED TECHNO-COMMERCIAL BID:**

- (i) Bid Documents duly filled up as indicated.
- (ii) Complete technical details / specifications of the equipment with catalogue, etc. as per tender requirement.
- (iii) Documentary evidence established in accordance with BEC / BRC (if any).
- (iv) Statement of Non-Compliance (if any).
- (v) Bid Security (scanned copy). Hard copy of original Bid Security (Only in case of bidder(s) submitting bid security in the form of Bank Guarantee) should be sent separately to reach **on or before the bid closing date & time failing which the bid shall be rejected.**
- (vi) Any other document as per tender requirement (scanned copy). Hard copy(s) of the same, if called for in the tender, should be sent separately to reach **on or before the bid closing date & time failing which the bid shall be rejected.**
- (vii) Integrity Pact

Note: Please note that no price details should be uploaded along with the UN-PRICED TECHNO-COMMERCIAL BID

(B) PRICED BID:

The Priced Bid shall contain the rates / prices and any other commercial information pertaining to the rates / prices. Bidder shall quote their rates / prices in the "BIDDING FORMAT" attached under "**Notes and Attachments**" tab in the main bidding engine of OIL's e-Tender portal. The price quoted in the "BIDDING FORMAT" will only be considered for evaluation.

Offer should be inclusive of any Tax, Duty, etc., as applicable. The rates shall be fixed and firm for the entire tenure of the contract and shall be binding on both the parties. No changes in these rates shall be allowed under any circumstances during the tenure of this service agreement except as mentioned in the Bid Document.

6.0 PERIOD OF VALIDITY OF BIDS:

6.1 The Bid must be valid for 120 (One Hundred Twenty) days from the date of opening of the tender.

6.2 In exceptional circumstances, OIL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax / E-mail). A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.

7.0 FORMAT AND SIGNING OF BID:

7.1 The original and all copies of the bid shall be typed or written in indelible inks and shall be signed digitally by the Bidder to bind the Bidder to the contract.

8.0 SUBMISSION OF BIDS:

8.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using **Digital Certificate Class III [Organization] along with Encryption Certificate** as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded.

Digital Signature Certificates having "**Organization Name**" field other than **Bidder's Name** are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidder to bind the Bidder to the contract. The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature is not of Class III [Organization] along with Encryption Certificate, the bid will be rejected.

Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employees.

8.2 Any person signing the Bid or any other document in respect of this Bid Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof.

8.3 Timely submission of the bids is the responsibility of the Bidder and Bids should be submitted before the bid closing date and time. Company shall not be responsible for any delay.

8.4 Physical Bid/ E-mail/ Fax/ Telex/Telegraphic/Telephonic offers will not be accepted.

8.5 Bidder shall submit the Bid, duly completed in terms of the Bid Document.

8.6 Before submission of Bids, Bidders are requested to make themselves fully conversant with all Conditions of the Bid Document and other relevant information related to the works to be executed under this contract.

9.0 DEADLINE FOR SUBMISSION OF BIDS:

9.1 Bids should be submitted on-line up to 02.00 PM (IST) (Server Time) on the Bid Closing date mentioned in the Forwarding Letter.

9.2 No bid can be submitted after the submission deadline is reached. The system time displayed on the e-procurement web page shall decide the submission deadline.

9.3 The documents in physical form must be received by Company at the address specified in the "Forwarding Letter" **on or before the bid closing date & time**. Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

10.0 LATE BIDS:

10.1 Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid. Any Bid received by the Company after the Bid Closing Date & Time stipulated by the Company shall be rejected.

11.0 MODIFICATION AND WITHDRAWAL OF BIDS:

11.1 Bidders will be permitted by System to withdraw or make any changes in their bid after the bid has been uploaded by the bidder prior to the Bid Closing date and time as mentioned in the bid. However, it is the responsibility of the bidder to re-submit before the bid closing date and time. But no changes would be allowed by the system once the due date and time for submission of bids has been reached and bids are opened.

11.2 No bid can be modified / withdrawn subsequent to the deadline for submission of bids.

11.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity. Withdrawal of any bid within validity period will lead to forfeiture of his / her / their Bid Security Deposit in full and debarred from participation in future tenders, at the sole discretion of the company.

12.0 EXTENSION OF BID SUBMISSION DATE:

12.1 Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and / or Time due to any reasons.

13.0 BID OPENING AND EVALUATION:

13.1 The Un-priced Techno-Commercial (Technical) bid will be opened on scheduled Bid opening date & time in the presence of any attending Bidder(s) or their Authorized Representative, if any. However, an authorized letter (format given in Proforma Section) from the Bidder must be produced by Bidder's representative at the time of opening of Tender, without which such representative won't be allowed to attend the opening of Tenders. Only one representative against each Bid will be allowed to attend the bid opening. Attending Bidder(s) & Authorized Representative(s) will have to sign a register evidencing their presence.

In Technical bid opening date, only "Technical RFx" Tab Page will be allowed to be opened by the system. Bidders therefore should ensure that Un-priced Techno-Commercial bid is uploaded under "Technical Attachments" of "RFx Information" Tab Page only.

13.2 In case it happens to be a bundh / holiday, the tender will be opened on the next working day (except Saturday). Accordingly, Bid Closing Date / time will get extended up to the next working day and time (except Saturday).

13.3 Bids which have been withdrawn pursuant to Clause 11.1 will not be allowed to be opened by the system. OIL shall examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.

13.4 OIL shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 13.3

13.5 To assist in the examination, evaluation and comparison of bids, normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents

in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL at its discretion. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

13.6 Prior to the detailed evaluation, OIL will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A material deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the bidding documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. OIL's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

13.7 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

13.8 The Company may waive minor informality or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

14.0 EVALUATION AND COMPARISON OF BIDS:

14.1 OIL will evaluate and compare the bids as per Bid Evaluation Criteria (BEC) of the bidding documents.

14.2 DISCOUNTS / REBATES: Unconditional discounts / rebates, if any, given in the bid or along with the bid will be considered for evaluation.

14.3 Post bid or conditional discounts / rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract, and if they have offered any discounts / rebates, the contract shall be awarded after taking into account such discounts / rebates.

14.4 Conditional bids are liable to be rejected at the discretion of the Company.

15.0 CONTACTING THE COMPANY:

15.1 No Bidder shall contact OIL on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by OIL vide sub-clause 13.5.

15.2 An effort by a Bidder to influence OIL in the bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

16.0 AWARD CRITERIA:

16.1 OIL will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

17.0 OIL' S RIGHT TO ACCEPT OR REJECT ANY BID:

17.1 OIL reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for OIL's action.

18.0 NOTIFICATION OF AWARD:

18.1 Prior to the expiry of the period of bid validity or extended validity, OIL will notify the successful Bidder in writing by registered letter or by cable or telex or fax or e-mail (to be confirmed in writing by registered / couriered letter) that its bid has been accepted.

19.0 SIGNING OF CONTRACT:

19.1 The successful bidders(s) shall be notified by the Company of its intention to enter into an Agreement with him/her/them on the basis of his/her/their acceptance of the offer. Such notification shall be treated as a "Letter of Award (LOA)".

19.2 Within 2 Weeks from the date of issue of Letter of Award (LOA), the successful Bidder(s) will be required to pay an interest free Performance Security by way of Bank Guarantee (in specified format) favouring "OIL INDIA LIMITED" payable at "NOIDA / DELHI" from any Scheduled Indian Bank. Upon furnishing of the Performance Security, the successful Bidder(s) will be required to enter into a formal Service Agreement within 30 (thirty) days of issue of Letter of Award (LOA) based on the instant tender on the OIL Standard forms of agreement.

19.3 This Performance Security must be valid for 90 days beyond contract period. In the event of contract being extended within the provisions of the contract agreement, the contractor will have to extend suitably the validity of the "Security Deposit" for the extended period.

19.4 The "Performance Security" will be refunded to the contractor after 90 days beyond contract period, but part or whole of which shall be used by the Company in realisation of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason.

19.5 Failure of the successful bidders to comply with the conditions as specified in Para 19.2 above would render him liable for rejection and in turn forfeiture of Bid Security apart from any other actions the Company may take against him at its sole discretion. The party shall also be debarred for a period of 2(two) years from the date of default.

20.0 PROVISION FOR ACTION IN CASE OF ERRING / DEFAULTING AGENCIES:

Action against erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website www.oil-india.com

(END OF SECTION-II)

BID EVALUATION CRITERIA (BEC) / BID REJECTION CRITERIA (BRC)**1.0 BID EVALUATION CRITERIA:**

The bid shall conform generally to the specifications and terms and conditions given in the Bid Documents. Bids will be rejected in case services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following mandatory requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.

- 1.1 Bidders are required to quote for all the items as per Price Bid Format, otherwise the offer of the bidder will be straightway rejected. Offer should show the details of any Tax, Duty, etc., if applicable. If taxes are not shown separately, the offer will be considered to be inclusive of all taxes, duties etc.
- 1.2 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- 1.3 **Price Bids will be evaluated on overall lowest cost basis (L-1 offer) i.e. considering total quoted price for all items of Price Bid Format inclusive of all liabilities including statutory liabilities and Taxes & Duties quoted as per Price Bid Format.**
- 1.4 Based on the evaluation of techno-commercially qualified bidders whose bids have been found to be substantially responsive, the job will be awarded to L-1 bidder. A substantially responsive bid is one that meets the terms and conditions of the Tender and / or the acceptance of which bid will not result in indeterminate liability on OIL.
- 1.5 The bidders are advised not to offer any discount/rebate separately and to offer their prices in the Price Bid Format after considering discount/rebate, if any.
- 1.6 Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.
- 1.7 In case of identical overall lowest offered rate by more than 1 (one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.
- 1.8 **PURCHASE PREFERENCE CLAUSE:** Purchase Preference to Micro and Small Enterprises registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME:
 - (a) In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.
 - (b) In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.
 - (c) In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions then the contractor shall provide complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid registration certificate etc.) of the sub-contractor to OIL.

(d) Documentation required to be submitted by MSEs:

Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

2.0 BID REJECTION CRITERIA (BRC):

2.1 The bids are to be submitted in single stage under 2 (two) bid system i.e. Un-priced Techno-Commercial Bid and Price Bid together. Only the Price Bid should contain the quoted price.

2.2 The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non-responsive and rejected.

2.3 Bid security shall be furnished (except those exempted) as a part of the Techno Commercial Un-priced Bid. The amount of bid security should be as specified in the forwarding letter. Any bid not accompanied by a proper bid security will be rejected.

Note: In case the Bidder submits Bid security in the form of Bank Guarantee (BG); the BG must be valid for minimum 150 days from the date of Technical bid opening.

2.4 Bid Documents / User Id & Password for OIL's E-Tender portal are not transferable. Bid made by parties who have not been allowed to participate against the tender will be rejected.

2.5 Any bid received in the form of Physical document/ Telex/Cable/Fax/E-mail will not be accepted.

2.6 Bids shall be typed or written in indelible ink. The bidder or his authorized representative shall sign the bid digitally, failing which the bid will be rejected.

2.7 Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the persons(s) signing (digitally) the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.

2.8 Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.

2.9 Bidders must quote clearly and strictly in accordance with the price schedule outlined in Bidding Format attached under "Notes and Attachments" tab in the main bidding engine of OIL's e-Tender portal; otherwise the bid will be rejected. All other techno-commercial documents to be submitted with Techno-Commercial Bid as per tender requirement in "**Technical Attachments**" area under "**RFx Information**" tab.

2.10 Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:

- (i) Firm price
- (ii) EMD / Bid Bond

- (iii) Period of validity of Bid
- (iv) Price Schedule
- (v) Performance Bank Guarantee / Security deposit
- (vi) Delivery / Completion Schedule
- (vii) Scope of work
- (viii) Guarantee of material / work
- (ix) Liquidated Damages clause
- (x) Tax liabilities
- (xi) Arbitration / Resolution of Dispute Clause
- (xii) Force Majeure
- (xiii) Applicable Laws
- (xiv) Specifications
- (xv) Integrity Pact
- (xvi) Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.

2.11 There should not be any indication of price in the Un-priced Techno-Commercial Bid. A bid will be straightway rejected if this is given in the Un-priced Techno-Commercial Bid.

2.12 Bid received with validity of offer less than 120 (one hundred twenty) days from the date of Technical Bid opening will be rejected.

3.0 GENERAL:

3.1 In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC-BRC.

3.2 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.

3.3 If any of the clauses in the BRC contradict with other clauses of bidding document elsewhere, the clauses in the BRC shall prevail.

3.4 Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.

3.5 The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

(END OF SECTION-III)

GENERAL TERMS AND CONDITIONS**1.0 DEFINITIONS:**

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

- 1.1 'Contract' means the terms and conditions contained in the document entitled "Operation of Disaster Recovery Site (IT Infrastructure as a service & non-IT equipment maintenance) at OIL House, Noida" and the attached exhibits. In the event of any conflict between the text of the contract and the exhibits, the text of the Contract shall have precedence over the exhibits.
- 1.2 'Contractor' means the individual or firm or body incorporated performing the work under this contract.
- 1.3 'Company' means OIL INDIA LIMITED (OIL) and its executors, successors, administrators and assignees.
- 1.4 The 'Work' means each and every activity required for the successful performance of the services described under this contract.
- 1.5 Here 'Operating Area' means Operational Area under OIL's Corporate Office, Noida.
- 1.6 'Services' means the work specified and all other obligations to be complied with by Contractor pursuant to and in accordance with the terms of this contract.
- 1.7 'Site' means the land and other places, on, under, in or through which the works are to be executed by the Contractor and any other land and places provided by the Company for working space or any other purpose as designated hereinafter as forming part of the Site.
- 1.8 'Contract Price' means the price payable to the Contractor under the contract for the full and proper performance of its contractual obligations.
- 1.9 'Commencement Date' means the date on which the Contractor starts work as per the scope of work of the Contract.
- 1.10 'Contractor's personnel' means the personnel as required to be provided by Contractor from time to time for execution of this contract.
- 1.11 'Company Representative' means the person or persons appointed and approved in writing from time to time by the Company to act on its behalf for overall co-ordination.

2.0 DURATION OF THE PROJECT:

- 2.1 As defined in Section-V.

3.0 CONTRACTOR'S PERSONNEL:

- 3.1 Contractor's Personnel - Contractor warrants that it shall provide all manpower for the necessary operations, supervision and execution of all works under this Contract to Company's satisfaction. The personnel to be deployed by the Contractor must be competent and sufficiently experienced to perform the works correctly and efficiently except where otherwise stated.
- 3.2 Except as otherwise hereinafter provided, the selection, replacement and remuneration of Contractor's personnel shall be determined by Contractor. Such employees shall be the employees solely of Contractor. Contractor shall ensure that its personnel will be competent and efficient.

- 3.3 Replacement of Contractor's Personnel- Contractor will immediately remove and replace any of the Contractor's personnel, who in the opinion of Company, is incompetent, or negligent or of unacceptable behaviour or whose employment is otherwise considered by Company to be undesirable.

4.0 GENERAL OBLIGATIONS OF CONTRACTOR:

- 4.1 It is expressly understood that Contractor is an independent entity and that neither it nor its employees and its sub-contractors, if any are employees or agents of Company. Company is authorised to designate its representative, who shall at all time have access to the related equipment and all records, for the purposes of observing, inspecting and designating the work to be performed hereunder by Contractor. The Contractor may treat Company's representative for the time being at site as being in-charge of all Company's and Company designated personnel at site. The Company's representative may, amongst other duties, observe, test, check the work performed by Contractor.
- 4.2 Compliance with Company's Instructions: - Contractor shall comply with all instructions of Company consistent with the provision of this Contract and perform the works described in the Terms of reference/Scope of Services.
- 4.3 Contractor shall perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for successful and timely execution of the work.
- 4.4 Contractor shall be deemed to have satisfied itself before submitting its bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided herein, cover all its obligations under the contract.
- 4.5 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter as Company may consider necessary for the proper fulfilling of contractor's obligations under the contract.

5.0 GENERAL OBLIGATIONS OF COMPANY:

- 5.1 Company shall, in accordance with and subject to the terms and conditions of the Contract, pay Contractor for its full and proper performance of obligations as per provision of this contract.
- 5.2 Allow Contractor and its employees to access, subject to normal security and safety procedures, to all areas of Company as required for orderly performance of the work.

6.0 PAYMENT TERMS:

- 6.1 As defined in Section-V.
- 6.2 No advance payment will be made against this contract.
- 6.3 Payment will be made within 30 days from the date receipt of the undisputed bills of the Contractor. Payments shall also be subject to TDS and other deductions, if any.

7.0 TAXES AND DUTIES:

- 7.1 Tax levied as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under this contract will be on Contractor's account and the Company shall not assume any responsibility on this account.
- 7.2 Taxes will be deducted at source from all payments released to the Contractor, at specified rates of income tax as per provisions of Indian Tax Act.

- 7.3 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed.
- 7.4 Goods & Services Tax (GST): Contract price will be inclusive of GST as applicable. GST as applicable will be borne by OIL. However, Bidder to indicate the GST component with SAC code separately as mentioned in the price schedule.
- 7.5 The Contractor shall furnish the Company, if and when called upon to do, the relevant statements of accounts or any other information pertaining to work done under this contract for submitting the same to Tax Authorities, on specific request by them. Contractor shall be responsible for preparing and filing relevant returns within the stipulated period as per the provisions of the Indian Income tax Act. Company will not assume any responsibility whatsoever towards consequences of non-compliance to above.
- 7.6 The Contractor will arrange tax audit by competent audit firm as per the provision of Indian Tax Laws and submit a copy of the tax audit report to the Company, if and when asked.
- 7.7 Prior to start of operation under this contract, the Contractor shall furnish the Company all necessary documents, as asked for.
- 7.8 Corporate and personnel taxes on Contractor and their sub-contractor shall be the liabilities of the Contractor and Company shall not be responsible on this account.
- 7.9 All local taxes, levies and duties, sales tax, octroi, excise duty etc. on purchases/sales by the Contractor, its sub-contractor and agents shall be borne by the Contractor.

8.0 STATUTORY OBLIGATIONS OF CONTRACTOR:

- 8.1 The Contractor shall comply with all the statutory obligation of Government of India and State applicable at the Site and the Purchaser shall not be liable for any action of the statutes applicable due to non-fulfillment of statutory obligations by the contractor.
- 8.2 The Contractor shall give all notices and pay all fees required to be given or paid under any Central or State statute, ordinance or other law or any regulation or by-law of any local or other duly constituted authority in relation to the execution of the Work.
- 8.3 The Contractor shall conform and comply in all respects with the provisions of any statute, ordinance or laws as aforesaid and the rules, regulations or by-laws of any local or other duly constituted authority which may be applicable to the works or to any temporary works and with such rules and regulations of public bodies as aforesaid and shall indemnify the Purchaser against all penalties and liabilities of every kind for breach of any such statute, ordinance, law, rule, regulation or by-law.

9.0 SUBSEQUENTLY ENACTED LAWS:

- 9.1 In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased/decreased cost of the works under the CONTRACT through increased/decreased liability of taxes, (other than personnel and Corporate taxes), duties, the Parties shall agree to a revision in pricing to reflect such change subject to the production of documentary proof to the satisfaction of the COMPANY/CONTRACTOR as applicable to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority (applicable when disputed by

COMPANY) & the courts wherever levy of such taxes/duties are disputed by COMPANY/CONTRACTOR.

- 9.2 Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date during the extended period will be to the contractor's account, where delay in completion/mobilization period is attributable to the CONTRACTOR. However, any decrease in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date will be to COMPANY's account.
- 9.3 The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, COMPANY will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied/imposed by the concerned authorities. However, in such an event, COMPANY will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.
- 9.4 Notwithstanding the provision contained in clause 9.1 to 9.2 above, the COMPANY shall not bear any liability in respect of:
- Personal taxes on the personnel deployed by CONTRACTOR, his sub-contractor /sub-sub-contractors and Agents etc.
 - Corporate taxes and Fringe benefit tax in respect of contractor and all of their sub-contractors, agents etc.
 - Other taxes & duties including Customs Duty, Excise Duty and Service Tax in addition to new taxes etc. in respect of sub-contractors, vendors, agents etc. of the CONTRACTOR.
- 9.5 In order to ascertain the net impact of the revisions/enactment of various provisions of taxes/duties, the CONTRACTOR is liable to provide following disclosure to COMPANY:
- Details of each of the input services used in relation to providing service to COMPANY including estimated monthly value of input service and service tax amount.
 - Details of Inputs (material/consumable) used/required for providing service to Company including estimated monthly value of input and excise duty/CVD paid/payable on purchase of inputs.

10.0 GOODS AND SERVICES TAX:

10.1 GENERAL REMARKS ON TAXES & DUTIES-

In view of **GST** Implementation from 1st July 2017, all taxes and duties including Excise Duty, CST/VAT, Service tax, Entry Tax and other indirect taxes and duties have been submerged in **GST**. Accordingly reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry Tax or any other form of indirect tax except of **GST** mentioned in the bidding document shall be ignored.

- 10.2 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST** (CGST & SGST/UTGST or IGST) is applicable.
- 10.3 "**GST**" shall mean Goods and Services Tax charged on the supply of material(s) and services. The term "**GST**" shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as "IGST") or Central Goods and Services Tax (hereinafter referred to as "CGST") or State Goods and Services Tax (hereinafter referred to as "SGST") or Union Territory Goods and Services Tax (hereinafter referred to as "UTGST") depending upon the import/interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.

- 10.4 Quoted price/rate(s) should be inclusive of all taxes and duties, except **GST(i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service.** However, GST rate (including cess) to be provided in the respective places in the Price Bid. Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods/Services (Service Provider) only. Supplier of Goods/Services (Service Provider) providing taxable service shall issue an Invoice/Bill, as the case may be as per rules/regulation of **GST**. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods/Services (Service Provider) with requisite details.
- 10.5 Bidder should also mention the **Harmonized System of Nomenclature (HSN)** and **Service Accounting Codes (SAC)** at the designated place in SOR.
- 10.6 **Where the OIL is entitled to avail the input tax credit of GST:**
- 10.6.1 OIL will reimburse the **GST** to the Supplier of Goods/Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/regulation of GST to enable OIL to claim input tax credit of **GST** paid. In case of any variation in the executed quantities, the amount on which the **GST** is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.
- 10.6.2 The input tax credit of **GST** quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.
- 10.7 **Where the OIL is not entitled to avail/take the full input tax credit of GST:**
- 10.7.1 OIL will reimburse **GST** to the Supplier of Goods/Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/regulation of **GST** subject to the ceiling amount of **GST** as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which **GST** is applicable will be modified on pro-rata basis.
- 10.7.2 The bids will be evaluated based on total price including **GST**.
- 10.8 Payments to Service Provider for claiming **GST** amount will be made provided the above formalities are fulfilled. Further, OIL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST** collected from OIL.
- 10.9 Contractor/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL. In the event that the contractor/ vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules thereunder, OIL shall not be liable to make any payment on account of **GST** against such invoice.
- 10.10 **GST** shall be paid against receipt of tax invoice and proof of payment of **GST** to government. In case of non-receipt of tax invoice or non-payment of **GST** by the contractor/vendor, OIL shall withhold the payment of **GST**.
- 10.11 **GST** payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/vendor but will be directly deposited to the government by OIL.
- 10.12 Where OIL has the obligation to discharge **GST** liability under reverse charge mechanism and OIL has paid or is/liable to pay **GST** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for

any reason which is not attributable to OIL, then OIL shall be entitled to deduct/setoff/recover such amounts against any amounts paid or payable by OIL to Contractor/Supplier.

- 10.13 Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the **GST** charged by the Contractor/Vendor is denied by the tax authorities to OIL for reasons attributable to Contractor/Vendor, OIL shall be entitled to recover such amount from the Contractor/Vendor by way of adjustment from the next invoice. In addition to the amount of **GST**, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.
- 10.14 TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.
- 10.15 The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/duties by the contractor shall be to contractor's account.
- 10.16 It is the responsibility of the bidder to quote the correct GST rate. The classification of goods/services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.
- 10.17 In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference and in case the rate of duty/taxes finally assessed is on the lower side.
- 10.18 Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of GST shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in GST.
- 10.19 Further, it is the responsibility of the bidders to make all possible efforts to make their accounting/IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd
- 10.20 GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
- 10.21 In case of statutory variation in **GST**, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/Services (Service Provider) shall submit a copy of the 'Government Notification' to substantiate the rate as applicable on the Bid due date and on the date of revision.

Beyond the contract period, in case OIL is not entitled for input tax credit of **GST**, then any increase in the rate of **GST** beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate **GST** shall be passed on to the OIL.

Beyond the contract period, in case OIL is entitled for input tax credit of **GST**, then statutory variation in applicable **GST** on supply and on incidental services, shall be to OIL's account.

Claim for payment of **GST**/Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) **GST**, otherwise claim in respect of above shall not be entertained for payment of arrears.

The base date for the purpose of applying statutory variation shall be the Bid Opening Date.

10.22 The contractor will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/E-way Bill, if applicable etc.

10.23 In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST).

Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.

10.24 OIL will prefer to deal with registered supplier of goods/services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

10.25 Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be liveable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.

10.26 Documentation requirement for GST

The vendor will be under the obligation for invoicing correct tax rate of tax/duties as prescribed under the GST law to OIL, and pass on the benefits, if any, after availing input tax credit.

Any invoice issued shall contain the following particulars:

- a) Name, address and GSTIN of the supplier;
- b) Serial number of the invoice;
- c) Date of issue;
- d) Name, address and GSTIN or UIN, if registered of the recipient;
- e) Name and address of the recipient and the address of the delivery, along with the State and its code,
- f) HSN code of goods or Accounting Code of services[SAC];
- g) Description of goods or services;
- h) Quantity in case of goods and unit or Unique Quantity Code thereof;
- i) Total value of supply of goods or services or both;
- j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
- k) Rate of tax (IGST,CGST, SGST/UTGST, cess);
- l) Amount of tax charged in respect of taxable goods or services (IGST,CGST, SGST/UTGST, cess);
- m) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;

- n) Address of the delivery where the same is different from the place of supply and
- o) Signature or digital signature of the supplier or his authorized representative.

GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner:

- a) The original copy being marked as ORIGINAL FOR RECIPIENT;
- b) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
- c) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

In case of any advance given against any supplies contract, the supplier of the goods shall issue Receipt Voucher containing the details of details of advance taken along with particulars as mentioned in clause no. (a), (b), (c), (d), (g), (k), (l), (m) & (o) above.

10.27 Anti-profiteering clause

As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Supplier of Goods/Services may note the above and quote their prices accordingly.

- 10.27.1 In case the GST rating of vendor on the GST portal/Govt. official website is negative/black listed, then the bids may be rejected by OIL. Further, in case rating of bidder is negative/black listed after award of work for supply of goods/services, then OIL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by OIL.

11.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY COMPLETION OF WORKS AND SERVICES:

- 10.1 In normal case of works /service contracts, if the delay in completion is due to default on the contractor's part the Total Contract price shall be reduced by 0.5% of the total Contract Price per complete week of delay or part thereof subject to a maximum of 7.5% of the Total Contract Price, by way of liquidated damages for delay and not as penalty. Liquidated damages will be reckoned from the stipulated date of completion defined in the contract. Company may without prejudice to any other right or remedy available to it to recover damages for breach of contract, recover the liquidated damages as above from the Contractor. This is an agreed genuine pre-estimate of damages duly agreed by the parties.

- 10.2 The Company also reserves the right to cancel the Contract without any compensation whatsoever in case of failure by the Contractor to commence operation within the stipulated period.

12.0 WAIVERS AND AMENDMENTS:

It is fully understood and agreed that none of the terms and conditions of the Contract shall be deemed waived or amended by either party unless such waiver or amendment is executed in writing by the duly authorized agents or representatives of such party. The failure of either party to execute any right of termination shall not act as a waiver or amendment of any right of such party provided hereunder.

13.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

- 13.1 Contractor shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

- 13.2 Contractor shall not, without Company's prior written consent, make use of any document or information provided by the Company except for purposes of performing the contract.
- 13.3 Any document supplied to the Contractor in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Contractor's performance under the Contract if so required by Company. All information obtained by Contractor in the conduct of operations and the information provided to the Contractor shall be considered confidential and shall not be divulged by Contractor or its employees to anyone other than the Company's personnel. This obligation of Contractor shall be in force even after the termination of the contract.

14.0 NOTICES:

- 14.1 Any notice given by one party to other, pursuant to the Contract shall be sent in writing or by Fax or E-mail and confirmed in writing to the applicable address specified below:

<u>Company</u>	<u>Contractor</u>
a) For contractual matters General Manager (C&P) Oil India Limited Plot No. 19, Sector-16 A, NOIDA-201 301 Tel: 0120-2419112 E-mail: mobarak@oilindia.in	
b) For matters relating to Scope of Work General Manager (IT) Oil India Limited Plot No. 19, Sector-16 A, NOIDA-201 301 E-mail: sujit@oilindia.in	

- 14.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

15.0 HEADINGS:

The headings of the clauses of the Contract are for convenience only and shall not be used to interpret the provisions hereof.

16.0 ASSIGNMENT AND SUB-LETTING:

The whole of the work included in the Contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part or share thereof / interest therein without the written consent of Oil India Limited. No undertaking shall relieve the Contractor from the full and entire responsibility.

17.0 FORCE MAJEURE:

- 17.1 In the event of either Party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the Party affected by such 'Force Majeure' will stand suspended as provided herein. The word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Party) and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the Party to the contract and which renders performance of the contract by the said Party impossible.
- 17.2 Upon occurrence of such cause and upon its termination, the Party alleging that it has been rendered unable as aforesaid thereby, shall notify the other Party in writing

within Seventy Two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

- 17.3 Should 'Force Majeure' condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence, either Party will have the right to terminate the contract with prior written notice if such 'Force Majeure' condition continues beyond consecutive ten (10) days. Should both Parties decide not to terminate the contract even under such condition, no payment would apply during the force majeure period unless otherwise agreed to.

18.0 TERMINATION:

18.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION):

This contract shall be deemed to have been automatically terminated on the expiry of duration of the contract or extension, if any, thereof.

18.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE:

Either party shall have the right to terminate this Contract on account of 'Force Majeure' as set forth in Para 17.0.

18.3 TERMINATION ON ACCOUNT OF INSOLVENCY:

In the event that the Contractor at any time during the term of this Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate this Contract and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.

18.4 TERMINATION FOR UNSATISFACTORY PERFORMANCE:

If the Company considers that, the performance of the Contractor is, not as per the scope of the work as specified in the contract, the Company shall notify the Contractor in writing and specify in details the cause. The Company shall have the option to terminate this Contract by giving 15 days' notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company.

18.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:

In case the Contractor's rights and / or obligations under this Contract and/or the Contractor's rights, title and interest to the equipment/material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate this Contract.

18.6 CONSEQUENCES OF TERMINATION:

In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

- 18.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the Company on giving 30 (thirty) days written notice to the Contractor due to any other reason not covered under the above clause from 18.1 to 18.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment for services as per the Contract upto the date of termination including the De-mob cost, if any.

- 18.8 Upon termination of this Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.

- 18.9 In the event of termination of contract, Company will issue Notice of termination of the contract with date or event after which the contract will be terminated. The

contract shall then stand terminated and the Contractor shall demobilize their personnel & materials.

19.0 APPLICABLE LAW:

19.1 The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the exclusive jurisdiction of Courts situated in New Delhi.

19.2 The Contractor shall ensure full compliance of various Indian Laws and Statutory Regulations, to the extent applicable, as stated below, but not limited to, in force from time to time and obtain necessary permits/licenses etc. from appropriate authorities for conducting operations under the Contract:

- a) The Mines Act - as applicable to safety and employment conditions.
- b) The Minimum Wages Act, 1948.
- c) The Oil Mines Regulations, 1984.
- d) The Workmen's Compensation Act, 1923.
- e) The Payment of Wages Act, 1963.
- f) The Payment of Bonus Act, 1965.
- g) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under.
- h) The Employees Pension Scheme, 1995.
- i) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
- j) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- k) Goods & Services Tax (GST) Law and the Acts and rules framed thereunder.
- l) Environment Protection Act
- m) Public Liability Act
- n) Any other law and regulations applicable to carry out the complete job/assignment as per the Contract.

20.0 LIABILITY:

20.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or subcontractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and or his Contractors or subcontractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agents, nominees, assignees, Contractors and subcontractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting there from.

20.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, subcontractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and / or of its Contractors or subcontractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents, nominees, assignees, contractors and sub-contractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.

20.3 The Contractor hereby agrees to waive its right to recourse and further agrees to cause his underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, contractors and subcontractors for loss or damage to the equipment of the Contractor and/or its subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.

20.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its under writers to waive their right of subrogation against Company

and/or its underwriters, servants, agents, nominees, assignees, contractors and subcontractors for injury to, illness or death of any employee of the contractor and of its contractors, subcontractors and / or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

- 20.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, contractors or subcontractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or his contractors or subcontractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and / or its servants, agents, nominees, assignees, contractors and subcontractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss of damage and any suit, claim or expense resulting therefrom.
- 20.6 Neither Contractor nor its servants, agents, nominees, assignees, contractors, subcontractors shall have any liability or responsibility whatsoever to whomsoever for injury to, illness, or death of any employee of the Company and/or of its contractors or subcontractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of contractor and/or its servants, agents, nominees, assignees, contractors and subcontractors Company shall protect, defend indemnify and hold harmless contractor from and against such liabilities and any suit, claim or expense resulting therefrom.
- 20.7 The Company agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against contractor and / or its underwriters, servants, agents, nominees, assignees, contractors and subcontractors for loss or damage to the equipment of Company and/or its contractors or subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.
- 20.8 The Company hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against contractor and / or its underwriters, servant, agents, nominees, assignees, contractors and subcontractors for injury to, illness or death of any employee of the Company and of its contractors, subcontractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract.
- 20.9 **LIMITATION OF LIABILITY:**
Notwithstanding any other provisions except only in cases of willful misconduct and / or criminal acts,
(a) Neither the Contractor nor the Company (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs.
(b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.

Company shall indemnify and keep indemnified Contractor harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

21.0 CONSEQUENTIAL DAMAGE:

- 21.1 Neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss of profit or business interruptions, howsoever caused and

regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-contractors.

22.0 WITH-HOLDING:

22.1 Company may with-hold or nullify the whole or any part of the amount due to Contractor on account of subsequently discovered evidence in order to protect Company from loss on account of:

- a) For non-completion of jobs assigned as per Section-V.
- b) Contractor's indebtedness arising out of execution of this contract.
- c) Defective work not remedied by Contractor.
- d) Claims by sub-contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- e) Failure of Contractor to pay or provide for the payment of salaries / wages, contributions, unemployment, compensation, taxes or enforced savings with-held from wages etc.
- f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- g) Damage to another Contractor of Company.
- h) All claims against Contractor for damages and injuries, and / or for non-payment of bills etc.
- i) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, withhold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.
- j) With-holding will also be effected on account of the following:
 - i. Garnishee order issued by a Court of Law in India.
 - ii. Income-tax deductible at source according to law prevalent from time to time in the country.
 - iii. Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws.

22.2 When all the above grounds for with-holding payments shall be removed, payment shall thereafter be made for amounts so with-held.

22.3 Notwithstanding the foregoing, the right of Company to withhold shall be limited to damages, claims and failure on the part of Contractor which is directly / indirectly due to some negligent act or omission on the part of Contractor relating to the Contractor's obligation on the Contract.

23.0 MISCELLANEOUS PROVISIONS:

23.1 Contractor shall give all notices and pay all fees required to be given or paid for by any National or State statute, ordinance, or other law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the performance of the services and by the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.

23.2 Contractor shall confirm in all respect with provisions of any such statute, ordinance or law as aforesaid and the regulations or bye-laws of any local or other duly constituted authority which may be applicable to the services and with such rules and regulations of public bodies and Companies as aforesaid and shall keep Company indemnified against all penalties and liability of every kind for breach of any such statute, ordinance or law, regulations or bye-law.

24.0 EMPLOYMENT OF OFFICIAL/PERSONNEL OF THE COMPANY:

24.1 Contractors are advised not to employ serving Company employees without its prior permission. It is also advised not to employ ex-personnel of the Company within the initial two years period after their retirement/resignation/severance from service without specific permission of the Company. Company may decide not to deal with such firm(s) / Contractors who fail to comply with the advice.

25.0 SET OFF:

Any sum of money due and payable to the Contractor (including security Deposit refundable to them) under this or any other contract may be appropriated by the Company and set off against any claim of the Company (or such other person or persons contracting through the Company) for payment of a sum of money arising out of this contract or under any other contract made by the Contractor / with the Company (or such other person or persons contracting through the Company).

26.0 ARBITRATION:**26.1 ARBITRATION (APPLICABLE FOR SUPPLIERS/CONTRACTORS OTHER THAN PSU):**

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

a) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.

b) The number of arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Upto Rs. 5 Crore	Sole Arbitrator	OIL
Above Rs. 5 Crore	3 Arbitrators	One Arbitrator by each party and the 3 rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

c) The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.

d) Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.

e) If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.

f) Parties agree that neither shall be entitled for any pre-reference or pendent-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

g) The arbitral tribunal shall make and publish the award within time stipulated as under:

Amount of Claims and counter claims(excluding interest)	Period for making and publishing of the award(counted from the date of first meeting of the Arbitrators)
Upto Rs. 5 Crore	Within 8 months
Above Rs. 5 Crore	Within 12 months

The above time limit can be extended by Arbitrator, for reasons to be recorded in writing, with the consent of the other parties.

h) If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.

i) Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.

j) The Arbitration shall be held at Noida / Delhi. However, parties to the contract can agree for a different place for the convenience of all concerned.

k) The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.

l) Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

26.2 ARBITRATION (APPLICABLE IN CASE OF CONTRACT AWARDED ON PUBLIC SECTOR ENTERPRISE):

In the event of any dispute or difference relating to, arising from or connected with the Contract, such dispute or difference shall be referred by either party to the arbitration of one of the Arbitrators in the Department of Public Enterprises, to be nominated by the Secretary to the Government of India, In-Charge of the Bureau of Public Enterprises. The Arbitration and Conciliation Act 1996 shall not be applicable to the Arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Deptt. of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

The venue of all arbitrations under both 26.1 & 26.2 will be Noida / Delhi. The award made in pursuance thereof shall be binding on the parties.

27.0 PROVISION FOR ACTION IN CASE OF ERRING / DEFAULTING AGENCIES:

Action against erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website www.oil-india.com

(END OF SECTION-IV)

SCOPE OF WORK & OTHER CONDITIONS OF CONTRACT**1.0 SCOPE OF WORK****1.1 Oil India Limited - Introduction**

Oil India Limited (OIL) is a premier Indian National oil company under the administrative control of Ministry of Petroleum and Natural Gas, Govt. of India. OIL is engaged in the business of Exploration, Development and Production of Crude Oil, Natural Gas and LPG and transportation of Crude Oil.

OIL has implemented SAP ERP solution in the year 2005 to meet its business Requirement. The SAP primary datacenter is located at Duliajan, Assam. This datacenter comprises of HP Servers, SAN XP Storage from HP, networking items from Cisco and other items. It hosts SAP applications like ECC6.0, BW7.31, SRM 7.0, Enterprise Portal (EP 7.31) and database is Oracle 11g. Most of these SAP applications run under 3 system landscape environment i.e., physically separate Development, Quality and Production servers. Also, it has backup solution like HP Data Protector (DP) and component failure monitoring and reporting software HP IRS.

As a part of Business Continuity Plan of OIL, a Tier II Disaster Recovery Data Centre (DRDC) was setup in the year 2009 at OIL's corporate office, Noida. This DRDC has SAP ERP setup comprising of Servers, SAN Switches, XP Storage and Tape library from HP and networking items from Cisco. Besides these, infrastructure items like, Precision AC and UPS from Emerson, Fire alarm and access control and CCTV from Honeywell, fire suppression system of NOVEC and other items have also been housed. It also hosts all the SAP applications of DC site. At DR, the system landscape consists of Development and Production servers only. Quality servers are not present in the landscape. Similar to DC site, DR site also includes backup solution like HP Data Protector (DP).

Data from DC site is replicated to DR site with storage based replication (for SAN based servers) using Continuous Access Journal and Business Copy and Host Based replication (for non-SAN based servers). However, the logs are applied at defined intervals. An MPLS lease circuit of 100 MBPS bandwidth with redundant connectivity between DC and DR site is available.

1.2 Project Requirement and IT Infrastructure as a Service based procurement

Oil India Limited (OIL) has its existing Disaster Recovery Data Center (DRDC) site at Noida and intends to undertake a technology refresh for the IT equipment hosted at Disaster Recovery Data Center in Noida, along with continued support services including manpower, non IT support, DR Drill and Replication setup between its Primary data center and Disaster Recovery data center. For this objective, OIL wishes to choose a Service Provider to undertake a Technology Refresh of the IT Infrastructure at the Disaster Recovery Data Centre. OIL requires the proposed data center to be equipped with state of art technology and high availability systems giving the hosted applications the highest of the uptime, along with environment friendly equipment. The DRDC is located at OIL's corporate office at OIL House, Plot No.19, Sector-16A, Noida.

OIL will need the IT infrastructure to integrate with the Primary Data Center IT infrastructure, and as well migrate the data from old systems to new procured systems at the DRDC site. OIL also needs to ensure that offered IT infrastructure solution fully meets needs of OIL DRDC and systems/ solutions offered are fully compatible with the existing hardware, software and applications/systems at the Primary Data Center.

OIL also envisages a growth in the Primary Data Center existing IT environment over the next three years, and hence, wants to have the flexibility to augment the capacity as and when needed in the contract period.

Hence, OIL intends to procure IT infrastructure as a service model for all IT equipment such as Compute, Storage, Network and Data backup solution on “As A Service” model to optimize OIL’s IT procurement in line with the estimated initial capacity as a service, and also have the flexibility to augment capacity subsequently as and when required subsequently at pre-agreed rates across the project duration on need basis.

Thus, in line with above vision, as part of RFP services, OIL wants the selected Service Provider to deploy IT Infrastructure at OIL premises / captive data center location for its own dedicated use for the contract duration, in order to give desired services as contemplated in this RFP to OIL. OIL will have the right to draw services as an output of the IT Infrastructure deployed by the Service Provider. **The IT and Non-IT infrastructure deployed / existing shall be owned, operated, supported, and maintained by M/s HPE for the project term / duration. M/s HPE will take all the responsibility to execute and maintain the entire system for the service period.**

The bidder shall need to offer “Infrastructure as a Service” model for the proposed IT infrastructure, along with IT infrastructure provisioning / deploying on OIL DRDC site, requisite installation, commissioning, replication and maintenance support for the contract duration.

In addition to Service Provider providing IT Infrastructure as a Service for the core IT infrastructure at DRDC site, vide this RFP, Oil India Limited (OIL) also needs the Service Provider to undertake following scope delivery for the contract duration:

1. One time Implementation Services - DC-DR replication solution implementation, firewall implementation and one time migration from existing IT environment to new provisioned IT environment at DRDC site.
2. One time re deployment of the existing Data Protector software in the new environment and continued support for the contract term
3. Project Management and Infrastructure Support Services as part of IT Infrastructure as a Service for the contract term
4. Provision of maintenance Services
5. Non IT Equipment Support at DRDC as per specified scope for the contract term
6. Facility Management Services (FMS) at DRDC as per specified scope for the contract term
7. Periodic DR Drills to test the smooth failover from DC to DR and support during actual failover to DRDC, for the contract term
8. Support during Primary Data Center actual Failover to Disaster Recovery Data Center for the smooth failover, for the contract term.
9. Preparation of Business Continuity Plan Document.

The scope of work for the above is detailed ahead.

- All bidders are required to submit their technical and commercial proposal in line with the above explained IT Infrastructure as a Service model.
- These systems need to be highly available and there should not be any single point of failure.

1.2.1 Key Definitions for IT Infrastructure as a Service

- **Units** – The device unit defined in regard to the type of solution being deployed; namely: server, storage, Software, or network. **The Unit can be server, GB, OS license, Switch, or appliance based.**
- **Installed Capacity** – The physical number of Units deployed on the OIL site during any given month. This will include devices in use and other devices not yet in use.
- **Requested Capacity** – Initial estimated usage of an infrastructure (defined in Units) over the project term as requested by OIL. Requested Capacity may

increase through the Change Management Process. This shall refer to the Bill of quantity as provided in this RFP for growth infrastructure.

- **Committed Capacity** – This refers to the minimum capacity which will be invoiced quarterly by the Service Provider to OIL; corresponding to a percentage of Requested Capacity. If Requested Capacity has no Buffer Capacity priced in, Committed Capacity must correspond to a percentage of Installed Capacity instead. The periodic invoice is generated at Committed Capacity as long as Used Capacity is below Committed Capacity. In case Used Capacity is over Committed Capacity, periodic bill is generated at Used Capacity.
- **Buffer Capacity** – additional capacity to be deployed by Service Provider over and above OIL's Requested Capacity as set forth. This capacity shall be billed when used.
- **Used Capacity** – The average physical quantity of Units used in a calendar month by the OIL or average quantity of VM Compute Units and, therefore, invoiced in a given month. This shall not be below the Committed Capacity or defined shrinkage caps.
- **Trigger Capacity** – A percentage of Installed Capacity, set forth as 90%, used to trigger the agreed change request process between Service Provider and OIL for implementing further Buffer Capacity.
- **System Term** – The System Term begins upon the earlier of: 1) the date of completion of the installation of the System by Service Provider.
- **Metering Tools** – Any Service Provider provided software programs necessary to be in the OIL's environment used for the purposes of monitoring and collecting usage data.
- **System or Systems** – The Service Provider provisioned hardware, Blade Server hardware, storage hardware and/or SAN hardware, network hardware, other hardware equipment, and relevant software; as determined, identified, and provided by Service Provider to OIL.
- **Key Values for Growth / Growing Components**

Buffer Capacity %	10%
Committed Capacity %	80%
Trigger Capacity %	90%
Term length for each System at initial installation or refresh	36 months

1.3 Term Duration of the project

The contract Term of the Infrastructure as Service shall begin upon the completion of infrastructure installation, migration, testing and data replication between DC & DR at DR site (this shall be called as the Effective Date), and contract term shall be for three years period from Effective Date, and the billing will begin and continue for contract term period from the Effective Date.

The Term may be extended by OIL by additional one year, in case required, on mutual agreement basis.

1.4 Scope of Work - IT Infrastructure as a Service – System Provisioning and Installation

1.4.1 The successful bidder has to provision / deliver, install and operationalize the following equipment as per Annexure - A.

Fixed Infrastructure:

SR#	Item	Quantity
1	Blade Enclosure	01
2	Unix Servers for SAP	03
3	X86 Server for DMZ / DRM	02
4	X86 Server for Content Server	02
5	SAN Storage as per below table	01

SR#	Item	Quantity
6	SAN Switch	02
7	Tape Library	01
8	FC-IP Router for Primary & DR	04
9	DC Top of the Rack Switch	02
10	Firewall	01
11	Server Farm Switch	01
12	Core Switch	01
13	24 Port Gigabit Layer-2 Switch - HPE 5130EI 24G 4SFP+	01
14	48 Port Gigabit Layer-2 Switch - HPE 5130EI 48G 4SFP+	01
15	DRM tool	01
16	All the power and connecting cables	Lot

Specifications for above as mentioned at Annexure - A.

Storage Infrastructure:

Item Enterprise Grade Storage	Start Quantity - Raw GB	Projected Quantity start of by Year 3 - Raw GB
Disk Type 1 – 600 GB SAS HDD	65455	81,600
Disk Type 2 – 1.2 TB SAS HDD	15273	52,800

Minimum commitment of storage is given below:

1. Disk Type 1 – 600 GB SAS HDD: 52,364 GB

2. Disk Type 2 – 1.2 TB SAS HDD : 12,218 GB

Note: In case any increase in storage requirement OIL will ask for upgrade the storage else we will pay only minimum commitment value.

Specifications for above as mentioned at Annexure - A.

- 1.4.2 The successful bidder has to provision / deliver and commission all the above equipment within the stipulated time frame.
- 1.4.3 All the equipment shall be delivered and installed at the following location
OIL House, Plot No.19, Sector-16A, NOIDA
- 1.4.4 The successful bidder has to provision / deliver all the items strictly in accordance with the specification as mentioned in the Annexure - A of this document.
- 1.4.5 Quantity of various items as given above are minimum and bidders should propose complete solution as required (along with all accessories and peripherals), in line with requirements across the RFP.
- 1.4.6 As mentioned earlier, the IT infrastructure provisioned shall be owned, operated, supported, and maintained by the selected bidder / Services Provider for the project term / duration. Any Software provided by Services Provider as part of the Systems shall be subject to the terms of the software license agreement accompanying it.

1.5 Scope of Work – Other One Time Implementation Services

The Service Provider shall undertake the below mentioned one time implementation services for the provisioned infrastructure at DR DC site:

1. Installation and design Services

Service Provider shall undertake design services for DR Replication solution as per below:

1. Plan and create complete Design documentation comprising compute, storage and replication environment for Primary and DR Site
2. Deployment planning and implementation High and Low level Design for
 1. Detailed Design for Storage, SAN and SAN Extension

2. Detailed Design for Server level High Availability using Service Guard Cluster
3. Data Migration planning (Host based) with OIL team
4. Installation as per the finalized design document at the DR Site.

2. Compute Migration Services for existing Servers to new servers at DR Site

- a. Post completion of installation of provisioned infrastructure at Disaster Recovery site, the Service Provider shall need to migrate existing operating system instances to new compute in DR site.
- b. A Migration plan shall need to be shared with OIL prior to migration and be mutually agreed on.
- c. Post migration, validation and checks shall need to be undertaken to show the migration of operating system instances.

3. Data Migration Services for existing data from current storage to new storage at DR Site

- a. Post completion of installation of provisioned infrastructure at Disaster Recovery site, the Service Provider shall need to migrate existing sets of data to the new installed storage in DR Site
- b. A Migration plan shall need to be shared with OIL prior to migration and be mutually agreed on.
- c. Post migration, validation and checks shall need to be undertaken to show the migration of complete data.
- d. The old storage shall be decommissioned only after successful acceptance of the migrated data and its stable performance for a defined period of time (minimum two weeks).
- e. Each bidder needs to propose a data migration and validation strategy in their proposal. Any tools as required for the purpose of data migration and testing shall need to be a part of the proposal.

4. SAN Migration Services for migration from existing to new SAN Switch at DR Site

- a. Post completion of installation of provisioned infrastructure at Disaster Recovery site, the Service Provider shall need to migrate the SAN switches as residing in the existing Data Center sites.
- b. A Migration plan shall need to be shared with OIL prior to migration and be mutually agreed on. OIL shall need to be informed of any planned down time due to the migration activity.
- c. Post migration, validation and checks shall need to be undertaken to show the migration of complete data.
- d. The solution provider needs to propose a migration strategy in their proposal. Any tools required for the purpose of migration shall need to be a part of the proposal.

5. Network and Firewall Migration at DR Site

- a. Post completion of installation of provisioned infrastructure at Disaster Recovery site, the Service Provider shall need to migrate the Network and Firewall environment as residing in the existing DR Data Center sites.
- b. A Migration plan shall need to be shared with OIL prior to migration and be mutually agreed on. OIL shall need to be informed of any planned down time due to the migration activity.
- c. Post migration, validation and checks shall need to be undertaken to show the migration of complete data.
- d. The solution provider needs to propose a migration strategy in their proposal. Any tools required for the purpose of migration shall need to be a part of the proposal.

6. Replication from DC to DR

- a. Post completion of installation of provisioned infrastructure at Data Center and Disaster Recovery sites, the Service Provider shall need to implement the replication solution for identified application instances as mentioned below :
- b. ECC DB, ECC CI, ECC APP 1 to 5, BW DB, BW CI, BW App 2, SRM DB and CI, EP PRD, SOLMAN PRD, DEV environment of ECC, BW and SRM and Content server 1 & 2.

7. DR Automation for identified application

- a. Post completion of DR Replication of identified applications, the Service Provider shall need to implement the DR automation solution for following components.
- b. ECC Production (RP1), SRM Production (SRP, SJP)

OIL will provide and facilitate all requisite permissions, access to infrastructure, access to the DR DC site, required down time from the old equipment, to allow the Service Provider to undertake above mentioned migrations and setup. The same shall be done on basis of a mutually agreed schedule for the migration.

1.6 Scope of Work - IT Infrastructure as a Service – Project Management and Support Services

Upon completion of implementation, operations and maintenance phase shall begin. In this phase, the Service Provider shall need to provide services to manage the provisioned and commissioned infrastructure for the term of the contract, as per below:

I. Project Management Services**1.6.1 Project Management Services**

A Project Manager will be assigned and shall be the single point of contact overseeing the delivery of support services. As part of Project management services, following activities shall need to be undertaken by the Service Provider:

- I. Prepare the OIL specific support plan
- II. Conduct Site Survey for Asset inventory documentation
- III. Conduct Support Planning and Review Sessions / meetings

1.6.1.1 Preparation of the OIL Support Plan

- I. Upon completion of installation services, Service Provider will prepare a Support Plan for the OIL and this shall be mutually agreed with the OIL.
- II. OIL will appoint a nodal officer / team to assist in preparation and finalization of this plan.
- III. The plan shall document the reactive and proactive support, devices, geographic coverage, and other support aspects to be provided by the Service Provider. The plan shall also detail the roles and responsibilities, along with contact information and escalation procedures and will be completed with OIL as part of the start phase of this service and be routinely reviewed.
- IV. Any changes to the Support Plan will require the agreement of both parties through the Change Management Process.

1.6.1.2 Conduct Site Survey for Asset Inventory Documentation

- I. Upon completion of the installation services, Service provider will survey the installed infrastructure and prepare a detailed inventory of installed hardware and software and record hardware and Operating System configuration information. This information will assist with Service Provider troubleshooting processes, support daily operations, and assist with planning efforts.
- II. This survey may be completed remotely or onsite.
- III. The Service Provider will document the technical configuration information in the project documentation and make it available as part of the Project document repository for reference by both the OIL and Service Provider team.

1.6.1.3 Conduct Support Planning and Review Sessions

- I. The Service Provider (SP) Project Manager / Site in charge will conduct support planning and review sessions on semi-annual basis. During these reviews, OIL and the SP will review the support provided by Service Provider over the previous period, including key topics arising from the Support-activity Report and the outcome of DC activities.
- II. These reviews provide an opportunity to discuss trends, any planned changes to the OIL's IT environment and business, and the impact of these changes to the OIL's support requirements. Any additional infrastructure and support requirements can also be identified and discussed and may be subject to the Change Management Process.
- III. These review sessions provide an open communication forum for the OIL to share the organization's business and IT goals and to understand what changes, if any, may be needed to the Services throughout the term of the contract. During the review sessions, the Service Provider team best practices and provide IT operational and technical advice related to the current and future operational needs and projects.

1.7 Metering Tool: Service provider to provide capacity measuring tool if required.

1.8 Scope of Work - Infrastructure Maintenance Services

The successful bidder shall be responsible for all the below services.

1.8.1 Hardware and Software Maintenance Service

- i. Comprehensive proactive / preventive / corrective maintenance of Itanium and Intel based servers, XP SAN storage, Tape library, etc., including replacement / repair of defective parts, during the entire period of service. HPE's Mission Critical should be provided by the bidder for high availability of systems of production environment.
- ii. To be able to provide quality services for the DRDC site, it is mandatory that the Bidder must follow well-defined set of processes and procedures. The Bidder must adhere to these processes and procedures to deliver consistent quality service throughout its contractual period.
- iii. The Bidder shall put in place the System Management Controls and ensure single point of contact for all DRDC site related issues by entrusting the same to an Account Support Manager
- iv. Perform periodic tool based system health check for the servers to assess server configuration, performance and security. Produce comprehensive system health check reports with appropriate details for fixing the gap in the report itself. The system health check tool should be able to perform compliance against best practices in the areas of server configuration, performance and security. The tool should also report all the non-conformance to best practice rules.
- v. Custom patch analysis using tools for a restrictive patching strategy. The customized patch bundle should include only patches which are relevant for the software products included in the patching data sheet. The tool should also provide other patching strategy option. E.g., Innovative strategy
- vi. Conduct High Availability technical assessments to identify single points of failure in the storage and SAN infrastructure. This should include but, not limited to, single point of failure analysis, storage performance analysis, gap analysis for the firmware and software versions, configuration analysis, SAN topology analysis etc. This assessment also should provide a tool based storage topology map and configuration details with an ability to export the report in html format.
- vii. A centralized web repository to be maintained. This repository should have updated configuration information and should have secured access to OIL and vendor teams. The repository should provide access to configuration information to aid capacity planning exercises. The repository should also maintain revision of server/storage configurations.

- viii. Problem Management: The Bidder must develop an effective problem management system. The system must have procedures that help reduce the impact of problem that occur and minimize its recurrence. It should help in identifying the root cause of the problem and proper recording and tracking of the problem till its resolution.
- ix. Incident Management: Hardware events from servers/ XP SAN Storage/ switches/ backup solution should get automatically routed to the Bidder's central monitoring system enabling quick identification and tracking of incidents. This should also reduce the overall time taken for incident response and resolution.
- x. Availability Management: The Bidder must define the processes/ procedures which ensure the service delivery as per the required SLAs or exceed it. It should cover various equipment such as all the Unix servers, Networks, Intel servers, Switches, SAN, UPS, Backup Solution other site specific services.
- xi. Performance Management: The recording, monitoring, measuring, analyzing, reporting and forecasting of current levels, potential bottlenecks, and enhancements of performance characteristics for the services, Networks, applications, system software, and equipment within this scope of work. System tuning and optimization is an inherent part of this service.
- xii. Periodic reporting: Consolidated Periodic reporting on Preventive and Proactive Maintenance, Problem Management, incident Management and Performance Management, showing chronological events happenings, analysis done, measures taken, formulation of proactive measures, etc., to be provided to DRDC In-charge by email.

1.8.2 Server Management and Administration Service:

Selected Service Provider shall undertake below mentioned activities:

- i. Perform any install, Move, Add or Change (IMAC)
- ii. Hardware Installation and Upgrade (CPUs/ Disks/ Memory/ Network Cards/ HBAs/ Firewall, etc.) in case OIL procures the required hardware
- iii. To attend to hardware problems of all the listed hardware and resolve them by repair/ replacing the spare or by providing a standby.
- iv. Perform periodic preventive and proactive maintenance of all hardware assets listed in Annexure-A
- v. Installation and upgrade of Operating System, service packs and patch management in all the servers.
- vi. Installation of new server including operating system, configuration of SAN space allocation, RAID, network, etc., as per OIL's requirement
- vii. Create/ Modify/ Destroy High availability Cluster (SGeSAP) Management whenever required by OIL
- viii. Performance tuning of Operating System
- ix. Orderly start-up and shutdown of servers as per laid down procedures.
- x. Operating System user management – Creation and deletion of users, groups, Roles and authorizations.
- xi. Security management – Configuring Account polity, Access rights, Password control
- xii. Monitor the utilization of CPU, disk, memory and I/O parameters.
- xiii. Verify logs in event logger and periodically clean up log files.
- xiv. Schedule and optimize the services running on the server
- xv. Ensure all critical services are running on the server
- xvi. Maintain list of all system files, root directories and volumes.
- xvii. Take back up of all the file systems.
- xviii. Network OS support.
- xix. Quarterly Firmware Analysis and Management
- xx. Batteries of systems to be maintained/ replaced as per maintenance schedule without any additional cost
- xxi. Load latest anti-virus updates on windows servers.
- xxii. Carry out vaccination in case of anticipated virus breakouts
- xxiii. Escalating unresolved problems to ensure resolution as per the agreed SLAs'.

- xxiv. OS patch levels of servers including Java patch should be maintained same as primary site server.

1.8.3 XP SAN Storage Management Service:

Selected Service Provider shall undertake below mentioned activities:

- i. Storage Parameter tuning.
- ii. Regular performance tuning.
- iii. RAID rebuilding as and when required.
- iv. Allocating system storage and planning for future storage/disk requirements for the database system as per SAP application requirements.
- v. Monitoring and analyzing any I/O bottleneck.
- vi. High availability Cluster Management
- vii. Management of current SAN to SAN replication process with Continuous Access Journal
- viii. Management of split mirror backup with Business Copy
- ix. Batteries of SAN storage to be maintained/replaced as per maintenance schedule without any additional cost

1.8.4 Backup and Recovery Management:

Selected Service Provider shall undertake below mentioned activities:

Service Provider will be guided by OIL's Backup and Recovery Policy. However, this policy is modifiable for better backup solution if agreed by both OIL and Bidder. Backup jobs are as under:

- i. To perform regular backup depending on the schedule defined by OIL.
- ii. Monitoring Backup
- iii. Rectifying any backup Issues
- iv. Tape library Management including Cartridge handling
- v. Restore the backup taken through Data Protector / Native OS tools
- vi. HP Data Protector installation/ Maintenance/ Version upgrade and patch application
- vii. To ensure that all Servers and important data are protected against data losses and to cover all defined servers as per OIL DR and backup policy.
- viii. Proper labeling and housekeeping of the media for identification and retrieval.
- ix. Conduct restoration exercises at pre-defined periodic intervals to check the validity of the backed up data.
- x. To provide MIS reports such as daily on backup and restoration logs(failed reasons), monthly report on planned backup and backups actually taken, health status of media and drive, number of restoration drill performed and percentage of success

1.8.5 Personnel:

Selected Service Provider shall be required to manage the jobs within the DRDC as per the service level agreement, Bidder is required to place the following resources at OIL's data centre having at least 2 years of experience.

- i. **On-site Engineer:** One trained Engineer in HP-UX, Cluster, XP SAN and HP Data Protector for System Administration and repair/maintenance of the Intel based servers, SAN storage, Tape Library, Data Protector. Should be placed at DRDC site from 9.30 AM to 6 PM on all days to ensure continuous operation and to manage DR functionalities.
- ii. **On-call SAP BASIS Consultant:** The bidder shall provide SAP BASIS certified consultant with knowledge of Oracle 11g or higher to support DR Drill and Actual Drill functionalities.

The bidder shall provide the bio-data of the personnel to be deployed. If the service of particular personnel is not satisfactory, OIL shall ask for suitable replacement and the bidder shall be required to provide the replacement within a month.

1.8.6 Network Items Maintenance Service

- i. The bidder shall provide Comprehensive maintenance service of all network

- items listed in Annexure- A, including supply of spares Preventive and proactive Network maintenance to ensure the availability of all applications and services to the users, provide periodic audit reports and monitor availability of valid licenses
- ii. To make configuration changes as and when required as per OIL's requirement and keep back up of all configuration with version control.
 - iii. A HP Network Engineer shall visit the DRDC site at mutually agreed frequency and carry out Health Check-up and submit a report in the desired format. He should also be made available at site on call basis for carrying out maintenance/ configuration of the routers and the switches and other network devices, as listed in Annexure-A, as and when required. The bidder should provide the bio-data of the personnel to be deployed. If the service of particular personnel is not satisfactory, OIL shall ask for suitable replacement and the bidder shall be required to provide the replacement within a week.

1.9 Scope of Work – Non IT Equipment Support Services

The Service Provider has to provide support as per below table for the DRDC site. The selected bidder shall provide Comprehensive maintenance service of all items given below, including supply of spares and consumables.

- a. Emerson UPS including replacement of batteries, periodically as a lot and / or individually, as and when required and also provide preventive maintenance of both UPS/ batteries on quarterly basis. The cost of replacement batteries shall be indicated in the Price Schedule and shall be paid as per actual number of batteries replaced.
- b. Emerson Precision Air Conditioning systems including quarterly preventive maintenance, filling of gas, filter replacement, etc., as and when required.
- c. Isolation transformer,
- d. Access control system along with CCTV, Fire protection system and VESDA system,
- e. BMS System integrated with other devices,
- f. Gas based NOVEC 1230 fire suppressant,
- g. Air purifier system including replacement of consumables, like, filter and media, etc., as and when required.
- h. ECM Device complete with replacement of silver and copper sensor strips, as and when required.
- i. Complete electrical fitting, panels, MCBs, etc., including replacement/ repair of defective parts and cable, as and when required, during the service Period, as part of service charges.

1.9.1 Detail Scope of Non-IT Support – Power, Cooling & Air Purifier

Sl. No	Equipment	Make	Capacity	Qty	Model	Serial No	Services
Uninterrupted Power							
1	UPS	Emerson	60 KVA standalone	1	7400 M	21012000442088040003	<ul style="list-style-type: none"> • Preventive Maintenance Service. • Cleaning up of Unit, Visual Inspection to check any deformation. • Checking and Adjustment (If needed) of Power parameters like input. Output, DC voltage & Current. • Checking and Adjustment (If needed) of Control parameters on different PCBs. • Tightness of all connection, if shut down possible. • Functional Checking up of Rectifier section. • Functional Checking up of Inverter section. • Functional Checking up of Static Switch Section. • With customer approval, perform operational test of the system including unit transfer and battery discharge. • Install or perform Engineering Field Change Notices (FCN) as necessary.
2	UPS		60 KVA standalone	1	7400 M	21012000442088040004	
3	Isolation Transformer			1			
Data Center Cooling System							
1	PAC	Emerson	30 KW	1	PEX-130-FA-100	90540130180	<ul style="list-style-type: none"> • Cleaning up of Unit, Air Filter, cooling coil & condenser coil. (If required with water). • Cleaning of Humidifier bottle, electrodes, water supply strainer and drain inside the machine • Checking of drive belt & replace if necessary • Lubrication of bearings if necessary. • Checking up of operation of Unit, Controller & condenser • Combing of fins of condenser & Evaporator coil if necessary. • Measurement of current of each individual equipment. • Checking of all the overload relay settings. • Checking of all electrical components for loose connections and
2	PAC		30 KW	1	PEX-130-FA-100	90540130181	
3	PAC		30 KW	1	PEX-130-FA-100	90540130182	

Sl. No	Equipment	Make	Capacity	Qty	Model	Serial No	Services
							tightening if necessary • Checking of refrigeration piping for any gas leakages. • Checking of refrigeration system and pressure readings. • Checking of pulleys, Motor mounts and Condenser fan mounts etc. • Checking of panel insulation. • Checking of temperature readings. • Checking of Microprocessor controllers for operation.
Comfort AC							
1	AC Unit (UPS room)	Blue star	3 TR	1	MHW301RC	ODU215V0193	• All Break Down Calls shall be attended • All spares including compressors & Labour Charges covered • Checking of leakage & rectification onsite/off site. • Gas & related material/jobs will be done by the bidder without any extra charges.
2	AC Unit (UPS room)		3 TR	1	MHW301RC	ODU215V0141	
3	AC Unit Manager Cabin		1.5 TR	1	3HW18IAU3	AU3I7DQ7860	
4	AC Unit FMS Team Cabin		1.5 TR	1	3HW18IAU3	AU3I7DQ7856	
Electrical distribution system							
1	Electrical Distribution Panel						• Visual inspection of component to assess condition • Cleaning of panels, checking and tightening of all bus bar joints. & control wiring in a panel. • Control Circuits- cleaning, checking and tightening of entire control circuits (closing & tripping). • Check the protection release. • Checking main operating mechanism of MCCBs and replacing it in case of any failure • Checking the healthiness of CTs thru meter. • Replacing any component found defective by the service personnel.
2	UPS distribution Panel						
3	Power Sockets						
Air Monitoring & Purifier							
1	ECM Machine	Bry Air		1	700930-1-1-	707	• Checking the motors & starter/ contractors

Sl. No	Equipment	Make	Capacity	Qty	Model	Serial No	Services
					230		• Checking the operations & proper functioning of controls
2	Bry Air Unit (External)	Bry Air		1	BPU-500-T-V-3	2009-BA-9205	• Inspecting & Cleaning the air filters
3	Bry Air Unit (Internal)	Bry Air		1	BPU-1000-T-V-2	2009-BA-9328	• Inspection of all seals. • Checking all other components furnished with the unit and their appropriate functioning as per system design • Attend to service call for trouble diagnostics/Break down of the Unit • Educating site operations team of changes or adjustments made for possible improvements in the maintenance of the Unit • Time to Time update on type of consumables per early replacement & quality operations of the equipment. • Media Sampling quarterly

1.9.2 Scope of Non-IT Support – Intelligent Building Management Software (IBMS)

The existing inventory is as below:

Scope of Non-IT Support – IBMS				
Sl No	Item Description	Model No	Unit	Qty
1	Access Control System			
a	Prox point Plus Proximity Reader	HID-HIA6005BGB00	Nos	7
b	4G V-Flex Lite / Secugen Optical / HID Prox	BIOSCRYPT- BIA4GFXLSP	Nos	1
c	IPAK2 Control Panel only	Honeywell-HWAIPAK2	Nos	4
d	Universal Cabinet for Single PCB	ACS Panel Accessories-HWADMCH01186579	Nos	1
e	POWER SUPPLY 12 VDC 4 AMP	PSU-SAN-12RDC4-BCD	Nos	4
f	BEL' make Monitored EM Lock with 600 lbs holding force "UL approved" with LED	ACMS-EML-B600D-LED	Nos	4
g	Emergency Door Release, Front protection glass cover, ABS housing with back box.(24V)	EPB-AGFAD110EDR	Nos	3
2	CCTV System			
a	1/3" Sony Super HAD CCD, Color, 540TVL, IR Fixed Dome, 0.1Lux/0Lux, 3.6mm fixed lens, DC12V, PAL	Camera-HWCVDC350PI	Nos	8
b	8-Channel, D1 Recording, 8-SATA Slot, Optional DVD-RW drive	HWCCADVDR08D	Nos	1
c	1 TB HDD	WD-HDD	Nos	1
d	17 inch flat screen LCD monitor	Monitor	Nos	1
e	POWER SUPPLY 12 VDC 2 AMP	PSU-SAN-12RDC2-BCD	Nos	8
F	Backup of CCTV system to be configured as per existing setup.			
3	Fire Alarm System			
a	HRZ-2e, 2 zone conventional fire alarm control panel. 2 detection zones, 2 sounder outputs, surface mounting, fire and fault relays. 318 x 356 x 92mm (H x W x D)	MOF002492222	Nos	1
b	Thermal Detector	SSF5351E	Nos	22
c	2 Wire plug in detector base for Series 300 detectors	SSFB401	Nos	22
d	Conv. Manual Call Point, Indoor Usage, Intrinsically Safe, Red ,470 Ohm, EN54-11 Markings, Surface Mount, with Glass Element	Morley-MOFMCP1AR470SG01IS	Nos	2
e	Mini Horn, Red	Morley- Mini Horn, Red	Nos	2
f	Response Indicator - Mini White	RI-AGFAD301MRMW	Nos	8
g	12VDC,4 A	Power Supply	Nos	2

Scope of Non IT support – IBMS				
S.No	Item Description	Model No	Unit	Qty
4	RODENT & WLD			
a	Rodent Repellent System-Panel	ROD-PNL	Nos	1
b	Rodent Repellent System-Transducer	ROD-Transducer	Nos	6
c	8-Zone Water Leak Detection Panel	LCP-WL08-HBS	Nos	1
5	Fire Suppression System			
a	80ltr Cylinder with Valve.	Superfire	Nos	1
b	UL Listed Beta Primary Completer Kit complete	Superfire	Nos	1
c	Discharge Nozzle.	Superfire	Nos	2
d	Gas Release Module with battery & battery charger	Superfire	Nos	1
e	Manual Release Switch	Superfire	Nos	1

Scope of Non IT support – IBMS				
S.No	Item Description	Model No	Unit	Qty
f	Manual Abort Switch	Superfire	Nos	1
g	Manifold Discharge Pressure Switch	Superfire	Nos	1
6	VESDA			
a	VESDA Laser -FOCUS 500	VLF- 500-02	Nos	1
b	power supply for VESDA Panel	VPS 220 E	Nos	1
c	Sampling point set	Reputed	Nos	1
d	Hooter	XLSG1RF-HDVM	Nos	1
e	24V SMPS for Hooter	Sanstar	Nos	1
7	BMS-Tridium			
a	30 Points BACnet or Modbus IP Controller	EasyIO-30P	Nos	2
b	ROOM TEMPERATURE SENSOR	T7412A1000	Nos	9
c	JACE® 2 Controller	JACE® 2 Controller	Nos	1
d	J2 and J6 Only - 24 V AC/DC Power Supply Module, DIN Rail Mountable	NPB-PWR	Nos	1
8	Software			
a	BMS	JCI		1
b	Access Control System	JCI		1

For the above IBMS, following services need to be provided:

1. Maintenance of all security equipment.
2. Check the system's errors and alarms.
3. Necessary inspection and maintenance of the contracted system(s) and take necessary corrective actions
4. Clean all detectors and devices as per agreed schedule.
5. Check LED indications in all modules and devices.
6. Resolve any issues regarding the system and take corrective actions for the problem(s) existing.
7. Inventory recording to help identify components for replacements or software for the latest versions / upgrade patches.
8. Check connectivity and communication at all terminations, replace all faulty detectors, devices, control cards of main panels, repeater panels, junction boxes, etc. installed for building management system, fire detection system, CCTV surveillance system and access control system on failure.
9. Install and re-commission defective detectors, devices and cards upon replacement / repair.
10. Maintain loop in and loop out connections, all call points, fuses, terminals, junction boxes used in the system
11. Check all power sources and outlets used in the system.
12. All electricians, supervisors and labour will be arranged by HPE as required to maintain the system.
13. All tools & tackles required to maintain the system shall be arranged by HPE.
14. All spares parts required for maintenance shall be arranged by HPE.
15. Checking and maintenance of field devices.

1.10 Scope of Work – Facility Management Services

- 1.10.1 The Facility Management Services are required to be provided on 24x7 basis. The following are the broad coverage of services to be provided by the successful bidder, but not limited to:
- i. Liaison with various vendors/OEMs for related works, equipment and services associated with DRDC site.
 - ii. To monitor and ensure that all the environmental infrastructure at the DRDC site are functioning properly.

- iii. Regular monitoring against threshold limits for environmental conditions like temperature, humidity, power supply etc.
- iv. Physical inspection, checking and cleaning up of all the equipment within the DRDC site.
- v. Check voltage through BMS Software / UPS room
- vi. Check MPLS lease line connectivity at periodic intervals
- vii. Check LEDs of all servers at periodic intervals
- viii. Track and follow-up the problem with designated person/service provider till the problem is resolved.
- ix. Daily monitoring of environment conditions and taking preventive and corrective actions.
- x. Periodic testing of all infrastructure devices.

1.10.2 Resources **for** Facility Management Services: The bidder shall be required to depute minimum following resources to meet the service requirement at DRDC site.

1.10.3 The bidder shall be required to deploy one service engineer in each shift responsible for day to day operations and monitoring in shift of 8 Hours on all days of the week on 24x7 basis.

1.10.4 General Qualification and Experience of Resources: The resources deployed for the job must have suitable qualification (Minimum Diploma / Engineer) and experience (min 2 years) for the assigned job. The bidder should provide the bio-data of the personnel to be deployed. If the service of particular personnel is not satisfactory, OIL shall ask for suitable replacement and the bidder shall be required to provide the replacement within a week.

1.10.5 Computer resources for FMS engineers: The bidder should provide the FMS engineers the necessary laptop/desktop and printers required for providing the service.

The resources requirement on per shift basis is as below, the Service Provider may deploy additional 2 resources to cover the weekly offs and manage the Government holidays.

Shift	Shift Timing	Number of Support Personnel to be deployed
A	8 hours	1
B	8 hours	1
C	8 hours	2

1.11 Scope of Work – DR Drill Services and support during DC-DR Actual Failover

1.11.1 The objective of the drill process shall be to demonstrate the Disaster Recovery functionality of the designed business continuity process. The production system of primary site shall not be down beyond acceptable business limits on account of testing. Suitable method need to be adopted to minimize the effect on production system. In order to carry out the testing, the Service Provider shall be required to give the test plan in writing to OIL and any deviation in test plan during execution need to be documented. After each testing, the Disaster Recovery and Business Continuity Process documents shall be updated with version control. These documents shall be made available to OIL for future reference.

1.11.2 The Disaster Recovery drill need to be carried out half-yearly to validate the DR functionalities in terms of desired RTO. The Service Provider shall carry out the Disaster Recovery Drill in discussion with OIL India Team.

1.11.3 DR Functionality needs to be tested for following environment:

- I. SAP Landscapes covered as part of DR DRILL are

- a. ECC(PRD, APP 1 to 5, and DEV), BW(PRD,APP), EP(PRD), SRM (PRD and DEV) , SOLMAN (PRD) and Content Server 1 & 2.

1.11.4 In case of actual disaster at the Primary Data Center, all emergency measures should be put in place to activate the DRDC as production site so as to meet the desired RTO for applications that are covered part of automation scope

1.11.5 Recovery Time Objective (RTO) for Actual Disaster to be achieved:

The Service Provider is required to meet or exceed the following Recovery Time Objective (RTO):

1.	ECC6	8 Hours
2.	SRM - Supplier Relationship	8 Hours
3.	BW – Business Warehouse	24 Hours
4.	EP - Enterprise Portals	36 Hours
5.	Solution Manager	36 Hours

1.12 Scope of Work - Data protector Support

Following licenses of Data Protector required to be re-deployed on newly supplied hardware.

Data Protector at DRDC site on all days to ensure continuous operation and also to manage the DR functionalities at the DRDC site including backup solution.

Description	Quantity	Comments
▶ Data Protector Drive License	6	
▶ Data Protector Cell Manager	1	
▶ Data Protector Zero Down time backup License	12	License for backup through business copy
▶ Data Protector online extension License	10	License for Database Backup

The support for the software has to be provided for the contract term on annual basis.

1.13 General requirements

Bidder shall consider following requirements to offer a suitable solution:

- I. The offered solution shall meet the functional & technical requirements as laid out in the RFP
- II. The proposed solution shall use enterprise class components which are suitable to scale up to meet large requirements of OIL, as also specified in this RFP
- III. OIL shall provide the LAN and WAN connectivity for the solution.
- IV. Service Provider shall be responsible for operationalizing the proposed solution in OIL environment. She/he is expected to carry out the necessary due diligence to assess the current state of IT environment at OIL before submitting the bid. The bid must clearly mention the requirements to be provided by OIL to operationalize the solution.
- V. Service Provider shall manage the provisioned infrastructure in terms of issues, break fix support, availability, billing, and future capacity enhancements, for the contract term.
- VI. Bidder should take back the entire old IT infrastructure from OIL's DR Site after installation, commissioning and migration of the new system and will provide green disposable certificate for all the items as given below:

Item Description	Qty
ia64 hp server rx3600	4
ia64 hp server rx2660	6
ia64 hp server rx7640	1
DL 380 G5	12
EML 103e Base Library	1
XP24000 STORAGE	1
HP MSA30 DiskEnclosure	6

- VII. All the installation, implementation, migration and upgrade work needs to be carried out by certified and experienced HPE Engineers. All Data Protector installation, implementation and upgrade to be done by DP certified person.

Bidder to also take note:

- VIII. Any of the information associated with the installed Metering Tools, the process to bill and collected amounts due hereunder, or metering or reporting of usage data shall be deemed to be confidential information of OIL and Service Provider.
- IX. For all servers provided under these Services, the service provider is responsible for purchasing the Operating System and related software support licenses. OIL will retain and provide to Service Provider upon request all original software licenses, license agreements, license keys and subscription service registration information as applicable for these Services.

The selected Bidder shall also undertake necessary documentation for the provisioned infrastructure within 2 months of System installation acceptance:

- X. The Service Provider is required to provide complete set of documents during project viz. installation, commissioning, testing, acceptance, project diagrams and other reports, data sheets, Standard Operating Procedure, Data Center network schematic, configuration details, for all the provisioned items and write-up for the integrated system.
- XI. Documentation should cover each & every item including software configurations.
- XII. Documentation shall also cover test and UAT Procedures and sign off documents.
- XIII. The Service Provider shall handover two copies of complete documentation covering details of installation & configuration of each equipment/ system in hardcopy & softcopy. The documentation can be submitted after installation & commissioning.

1.14 Oil India Limited Support to the project

OIL will facilitate inputs / permissions / reviews as needed for enabling the Service Provider to allow for providing the Infrastructure as a Service and also support the same during the tenure of the project.

- OIL will facilitate scheduling and planning meetings for project initiation, implementation/support, finalization of various project matters including bill of material for IT Infrastructure and quantity / capacity for DR site, design and schedule etc.
- OIL will appoint a nodal officer who shall act as single point of contact for the Project
- OIL will provide necessary IP addresses, LAN connections and network topology required for diagnostic/billing connection devices or interconnecting software.
- OIL will provide Service Provider with physical access to site locations for initial installation and testing of remote connectivity software and/or hardware and permissions to work at OIL site.

- OIL will be responsible for physical security of Compute/Storage platform when located in OIL Limited captive data center(s).
- During migration, In case UPS power is required, more than available power then vender has to arrange their own during the migrations of the project.
- OIL shall be providing the link connectivity and the bandwidth between the primary data center and disaster recovery (DR) site. Any issues pertaining to the link will be owned and managed by OIL.
- Post Installation, OIL shall provide Service Provider access to DR Site 24x7, 365 days/year to perform support services
- OIL shall allow the physical interaction with storage devices and associated peripheral devices (including power-on/power-off, reading error messages, executing commands, etc.) as requested by Service Provider
- OIL shall provide input to Service Provider team concerning future business requirements that may impact future capacity forecasting /usage requirements
- OIL will initiate Change Management Process for additional capacity requirements and contribute from a business and associated capacity consumption/requirement perspective, and will issue Change Requests as per requirement
- OIL will schedule time and permission for installation of additional storage capacity.

1.15 Change Management Process

The Change Management Process will be implemented as illustrated in the following figure.

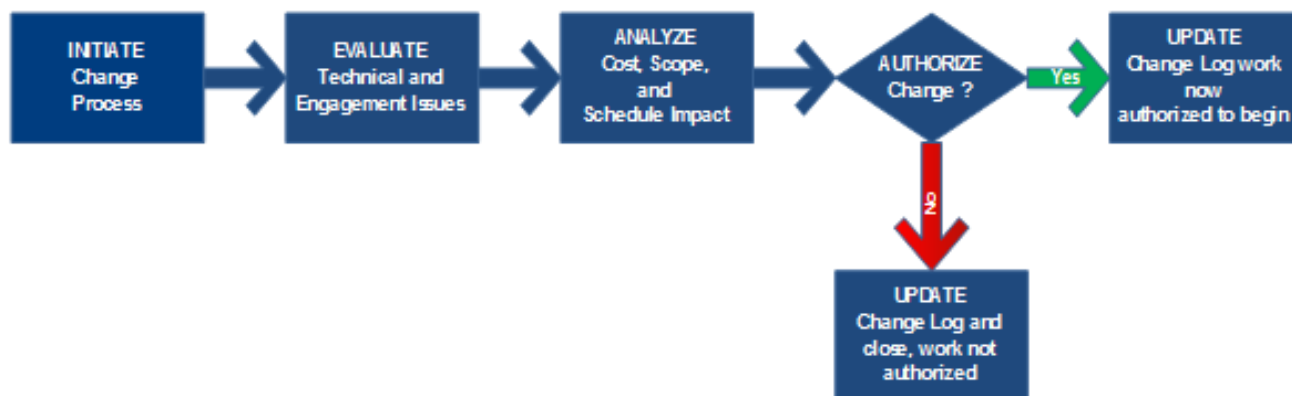


Figure 1. Change Process Decision Matrix

Either Service Provider (SP) or OIL may initiate a change, in writing. The change will be evaluated and any impact will be identified. The price, scope, and schedule impact (if any) will be analyzed and documented. The change impact will then be processed for OIL authorization or closure.

The change request form will include a description of the change, reason for the change, and initiator of the change; as well as impact to scope, price, quality, schedule, resources, and risks. All changes must be mutually agreed by the parties in writing. Once approved, changes to the initial project will be implemented as described.

If SP and OIL are unable to resolve disposition of change order, the Project SOW will remain as defined in this document.

1.16 Escalation Process

Bidder will need to provide the details of escalation management matrix to OIL for the project. A proper help desk / escalation management information of the vendor providing all contact numbers and e-mail IDs of the various escalation levels (L1 to the topmost L3/L4) shall be provided. Information regarding off hour (after official working hours and holidays) contact numbers shall also need to be provided.

OIL shall use an issue resolution process to manage issues between itself and selected Service Provider under this SOW. This process will be defined at the beginning of the term and documented.

This process will be comprised of an issue resolution form and issue escalation table that both mutually develop. Both requestors submit an issue resolution form to log an issue and initiate the escalation process. The issue resolution process adheres to the escalation process that is outlined by the issue escalation table. This table defines the level 1, 2, 3, and 4 escalation managers for the Department and SP.

When a manager level is unable to agree on an issue resolution plan within FIVE (5) business days of receiving the issue resolution form or initially meeting to discuss the issue, then the issue shall be escalated to the next management level for evaluation.

For each management level, the issue and escalation process typically will follow these steps:

1. OIL (the Department) or SP requester shall submit a completed issue resolution form for an issue to the level 1 manager(s).
2. Each level of manager shall:
 - a. Evaluate the issue.
 - b. Communicate their issue disposition to the requester.
 - c. Develop a plan to resolve the issue and, upon mutual concurrence, implements the plan and closes the issue.
3. If a manager level is unable to agree on a plan for resolving the issue within five business days of receiving the issue resolution form or initially meeting to discuss the issue, then either of the level's both manager(s) may escalate the issue to the next manager level and request them to meet to evaluate the issue.

The requester will have the opportunity to acknowledge acceptance of the resolution.

In the event that the level 4 manager(s) are unable to resolve an issue, either OIL or SP party may escalate the issue to the organizations' appropriate Senior Management.

1.17 Project Deliverables, Implementation, Migration and testing

The new hardware, software placement at DR site, installation, configuration, migration, testing and data replication between DC & DR should be completed within 28.02.2018.

1.18 Pricing, Ordering and Payment Terms

1.18.1.1 Payment Terms for Infrastructure as a Service

- a. The quarterly/ monthly/ daily/ hourly rates, as applicable, for addition and or deletion of nodes/ devices and services rendered – availability will be worked out as follows:
 - ❖ Daily rate = Annual rate divided by 365.
 - ❖ Hourly rate = Daily rate divided by 24.
 - ❖ Monthly rate = Daily rate x Days in the month
 - ❖ Quarterly rate = Daily rate x Days in the quarter
- b. The month shall be counted from the date of commencement of the calendar month, e.g. if the contract commences on 12th June, the 1st month shall be from 12th June to 30 June and next month from 1 July to 31 July.
- c. The payment to the Service Provider against the invoice will be made by OIL within thirty (30) calendar days from the date of invoice submission to OIL provided invoice is correct in all respect and it is as per terms & conditions of the contract.

1.18.1.2 **Payment Terms for the other Services**

The payment for the following Services shall be as per mentioned below

S. No.	Activity	Frequency	Payment Frequency
1	IT Infrastructure as a Service	Periodic	Quarterly
2	One time Implementation - DC-DR Replication, Firewall implementation	One time	100% on delivery, installation, migration and data replication between DC DR
3	One time Migration	One time	100% on delivery, installation, migration and data replication between DC DR
4	Non IT Equipment Refresh	One time	100% on delivery, installation, migration and data replication between DC DR
5	Non IT Equipment Support	Periodic	Quarterly
5	Facility Management Services	Periodic	Quarterly
6	Data Protector one time redeployment	One time	100% on delivery, installation, migration and data replication between DC DR
7	Data Protector Support	Periodic	Yearly
8	DR Drill - Half Yearly	One time	As per occurrence (once in 6 months)
9	DC-DR Actual Failover	As per occurrence	As per occurrence

1.19 **Service level Requirement**

The following set of Service levels is defined for the DRDC site. These Service levels are defined as the minimum requirement. The infrastructure maintenance services are associated with penalty clause to have desired Uptime availability and delivery of service to OIL. The penalty shall be limited to this scope only and will be applied on the price for this service only.

Maintenance Service	Severity	Response Time	Recovery Time	Resolution Time
SAP ECC6 and SRM Server Production Environment BW, Solution Manager, EP Production Servers, Content Server and Other Unix/ Intel Servers Storage SAN / SAN Switches Backup solution (includes tape library)	Non Availability & Severity 1	15 minutes	2 hours	1 day
	Severity 2	2 hours	4 hours	2 days
Network & Security	Non Availability & Severity 1	15 minutes	2 hours	1 day
	Severity 2	2 hours	4 hours	2 days
UPS Precision AC	Non Availability & Severity 1	15 minutes	2 hours	1 day
	Severity 2	2 hours	4 hours	2 days

1.19.1.1 Definitions of Services:

Non-Availability: Is defined as, the service is not available.

Severity Level 1: Is defined as, the Service is available but the critical redundant components have failed and there is urgent need to fix the problem to restore the service to the high availability Status or more than 50% users are affected.

Severity Level 2: Is defined as, the service is available but there is compromise on the features available in the system and are required to fix the problem to bring the service to Normal Level.

Resolution Time: Represents the period of time from the problem occurrence to the time in which the root cause of the problem is removed and a permanent fix has been applied to avoid problem reoccurrence.

Recovery Time: Represents the period of time from the problem occurrence to the time in which the service returns to operational status. This may include temporary problem circumvention / workaround and does not necessarily include root cause removal.

Response Time: Represents the period of time from the problem occurrence to the time when the problem is first attended by the Service Provider's engineer.

Critical service: Is defined as, 99% service availability mentioned in **Penalty Measurement Clause**

1.19.1.2 Uptime and Downtime Calculation**1.19.1.2.1 Uptime Calculation for the quarter:**

$\{[(\text{Actual Uptime} + \text{Scheduled Downtime}) / \text{Total Hours}] \times 100\}$.

“Actual Uptime” means, of the Total Hours, the aggregate number of hours in any quarter during which each equipment is actually available for use.

“Scheduled Downtime” means the aggregate number of hours in any quarter during which each equipment, down during total Hours, due to preventive maintenance, scheduled maintenance, infrastructure problems or any other situation which is not attributable to Service Provider's (or Service provider's) failure to exercise due care in performing Service Provider's responsibilities.

OIL would provide a maximum of 08 hours of planned downtime for the preventive maintenance (as part of scheduled downtime) per quarter per equipment/service.

The downtime for scheduled maintenance (patch application, upgrades – OS, SAP, Database, etc.) would need to be mutually agreed between OIL and the Service Provider. To reduce this time, various maintenance activities can be clubbed together with proper planning.

“Total Hours” means the total hours over the measurement period i.e. one quarter (24*number of days in the quarter).

1.19.1.2.2 Downtime Calculation:

1. The recording of downtime shall commence at the time of registering the call with the Service Provider, Field Engineers for any downtime situation for the equipment.
2. Downtime shall end when the problem is rectified and the application/service

is available to the user. Down time will not be considered for following:

- a. Pre-scheduled preventive maintenance and health checks (Scheduled Downtime).
 - b. Fail over time (30 minutes) in case of cluster environment. Beyond which the service would be considered to be not available and appropriate penalty will be imposed on the Service Provider.
3. If OIL elects to continue the operation of the machine/ equipment, when a part of the machine is giving problem and leading to downtime, the commencement of downtime shall be deferred until OIL releases the machine/ equipment to the Service Provider for remedial.
 4. The site engineer will maintain logs for downtime and shall be signed by both site engineer and OIL personnel for calculation of penalty.

1.19.1.2.3 **Critical Component / Service:**

Critical Component / Services	Critical	Less Critical
CPU	Yes	
RAM	Yes	
Backplane	Yes	
Boot Hard Disk	Yes	
Tape Library	Yes	
DVD Drive/ CD Drive		Yes
LAN Card	Yes	
LAN Connectivity within the DRDC from the server up to Gateway level	Yes	
HBA	Yes	
Storage Subsystem	Yes	
SAN Connectivity	Yes	
Hard Disk in Storage	Yes	
Any component in the Backup Solution	Yes	
Operating System	Yes	
Console	Yes	
Power Distribution Unit	Yes	
Power Supply	Yes	
Cache	Yes	
Any other component or service (not listed above)that stops the functioning of the equipment	Yes	
Any component that does not affect the operations of the equipment immediately.		Yes
UPS	Yes	
Precision AC	Yes	

1.19.1.2.4 Availability Definitions:

Maintenance Service	Non Availability	Severity 1	Severity 2
SAP ECC6 and SRM Server Production Environment	DB and CI server & clustered App Server (hardware/OS) are down	Either DB or CI or clustered App server (hardware/OS) is down	
	One or More App Servers are down (hardware/OS)	1 App. Server is down (Hardware/OS)	
	If any of the “critical” component has failed leading to the server or the application being down.	If any of the redundant components has failed	If any of the “less critical” components has failed.
BW, Solution Manager, EP Production Servers, web dispatcher and Content Server	If the Application is down (hardware/OS)		
	If any of the “critical” component has failed leading to the server or the application being down	If any of the redundant components has failed	If any of the “less critical” components has failed.
Other Unix/ Intel Servers	If the Application is down (hardware/OS)		
	If any of the “critical” component has failed leading to the server or the application being down	If any of the redundant components has failed	If any of the “less critical” components has failed.
XP Storage / SAN Fabric	If more than one disks fail in any of the RAID configurations	If one disks fail in any of the RAID configurations	
	If the SAN is down due to any hardware/ software/ firmware failure	If any of NICs or FC- AL cards fail or redundant routes to SAN or in network fail	Any of the redundant components fail
		If one of the controllers in the high availability configuration fail	
	If both SAN Switches fail	If one of the SAN Switches fail.	Any of the redundant components fail
Network And Security	Either both firewalls in a single cluster in high availability combinations or load balancer fail in various zones of the network	If one of the firewalls in a cluster in high availability combination fails.	
	Switches in high availability combinations fail in various zones of the network	If one of the switches is down in high availability combination in various zones of the network	
	If both the routers are down	If one of the router is down	
	If both the Central switches in the data center fail	If one of the central switches in the data center fail	

Maintenance Service	Non Availability	Severity 1	Severity 2
Backup solution (includes Tape Library)	If either backup server or tape library or the connectivity between Tape library, Backup server and SAN fails. If the Backup Software or backup agent on any of the server fails	If any of NICs of FC- AL cards fail or redundant routes to SAN or in network fail	Any of redundant components fail
UPS	If both the UPS are down	If one of UPS is down	If any component fails but which does not result in any of the service failure.
Precision AC	If all the three PACs are down or Temperature is not maintained within the desired limit	If one of PAC is down	If any component fails but which does not result in any of the service failure.
Isolation Transformer	Isolation Transformer is not functioning properly		

1.19.1.3 Recovery Time Objective (RTO) for Actual Disaster:

The Service Provider is required to meet or exceed the following Recovery Time Objective (RTO):

1.	ECC6	8 Hours
2.	SRM - Supplier Relationship	8 Hours
3.	BW – Business Warehouse	24 Hours
4.	EP - Enterprise Portals	36 Hours
5.	Solution Manager	36 Hours

1.19.1.4 Penalty Measurement:

Service	Measurement	Expected Minimum Uptime Availability in %	Penalty Criteria based on the Actual Uptime Availability
Critical service: ECC6 , BW, SRM, EP, Solution Manager, Production Servers, web dispatcher, Content Servers, All application server, Data Center Network, SAN storage, SAN switch, Backup solution (includes Tape library)	Systems hardware, Software, OS, related storage Sub systems, SAN availability to support Application Execution. Application server, UPS availability	99	<ul style="list-style-type: none"> • 2% of QMC for less than 99% • 4% of QMC for less than 98% • 10% of QMC for less than 97%
Critical service: UPS	UPS availability Battery Banks and related components related (Primary and standby)	99	<ul style="list-style-type: none"> • 2% of QMC for less than 99% • 4% of QMC for less than 98% • 10% of QMC for less than 97%

Service	Measurement	Expected Minimum Uptime Availability in %	Penalty Criteria based on the Actual Uptime Availability
Application/ other Unix and Intel Servers	Systems hardware, Software, OS, related storage Sub systems, SAN availability to support Application Execution, Application server	98	<ul style="list-style-type: none"> • 0.25% of QMC for less than 98% • 1% of QMC for less than 97 % • 5% of QMC for less than 95%
Precision Air Conditioning System	Temperature	98	<ul style="list-style-type: none"> • 0.25% of QMC for less than 98% • 1% of QMC for less than 97 % • 5% of QMC for less than 95%

1.19.1.5 Calculation of Penalty

Total Penalty shall be calculated as per following calculation:

1. Calculate penalty for each of the service independently based on the minimum acceptable Service level defined above. In case of failure of a service results in multiple service failures (example storage failure results in non-availability of all the SAP applications), the penalty charged would be sum total of all penalties for the services being down.
2. Penalty for unauthorized absence of onsite Service Engineer will be @ Rs.1,000/- per day
3. Penalty deduction for unauthorized absence of FMS Engineer will be @ Rs.1000/- per day.
4. Total annual penalty shall not exceed 15% of the total annual Charges.
5. In case DR testing of the entire landscape is not conducted for the entire year due to vendor reasons, maximum annual penalty i.e. 15% of the total annual Charges will be levied.
6. In case DR testing of the entire landscape is not conducted for two years due to vendor reasons, Performance Bank Guarantee will be invoked, in addition to the levy of maximum penalty.
7. In case the desired RTO is not met during actual disaster (for reasons attributable to the vendor), maximum annual penalty, i.e., 15% of the total annual charges will be levied.

1.20 General terms & conditions:

1. The bidder must be authorized by OEMs (HPE and Emersion) to quote against this tender. In the said authorizations, the OEM must explicitly state that they will provide back-to-back support through the authorised bidder to Oil India Limited. The authorization letters from the OEMs have to be submitted along with the bid by the bidder.
2. The bidder must submit copies of back-to-back agreements with the respective OEMs (HPE and Emersion) to OIL within stipulated time from the date of receiving the Letter of Award.

(END OF SECTION-V)

INTEGRITY PACT

Between

Oil India Limited (OIL) hereinafter referred to as "The Principal"

And

(Name of the bidder).....hereinafter referred to as "The Bidder/Contractor"

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for **Tender No. CLI5764L18**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section: 1 -Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
3. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a Page 2 of 6 substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section: 2 -Commitments of the Bidder/Contractor

(1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in

exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(3) The Bidder/Contractor signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

Section 3 -Disqualification from tender process and exclusion from future Contracts

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or risibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section 9- Pact Duration whichever is later**. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings

Section 4 -Compensation for Damages

(1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

(3) The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 -Previous transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section: 6 -Equal treatment of all Bidders/Contractor/Subcontractors

1. The Principal will enter into Pacts on identical terms with all bidders and contractors.

2. The Bidder / Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section: 7 -Criminal charges against violating Bidders/Contractors/ Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section: 8 -External Independent Monitor/Monitors

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.

Section: 9 -Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

Section: 10 -Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The Arbitration clause provided in the

main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

Rupak Kalita

.....

For the Principal

.....

For the Bidder/Contractor

Witness 1:

Witness 2:

Place.

Date .

(END OF SECTION-VI)

COMMERCIAL CHECK LIST

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

Sl. No.	REQUIREMENT	COMPLIANCE
1.0	Whether bid submitted under Single Stage Two Bid System?	Yes/ No
2.0	Whether exempted from submission of Bid Bond? (To provide details if exempted)	Yes/ No
3.0	If NO to 2.0 above, Whether ORIGINAL Bid Bond (not copy of Bid Bond) Sent separately? If YES, provide details	Yes/ No
	(a) Amount :	
	(b) Name of issuing Bank :	
	(c) Validity of Bid Bond :	
4.0	Whether quoted offer validity of 120 (One Hundred Twenty) days from the date of closing of tender?	Yes/ No
5.0	Whether all BRC/BEC clauses accepted?	Yes/ No
6.0	Whether prices submitted as per Bidding format?	Yes/ No
6.1	Whether Bidding format uploaded under "Notes and Attachments" tab in the main bidding engine of OIL's e-Tender portal?	Yes/ No
7.0	Whether confirmed acceptance of tender Payment Terms?	Yes/ No
8.0	Whether confirmed to submit PBG as asked for in NIT?	Yes/ No
9.0	Whether agreed to submit Performance Security / Security Deposit within 2 weeks of the issue of Letter of Award/order?	Yes/ No
10.0	Whether quoted as per NIT (without any deviations)?	Yes/ No
10.1	Whether quoted any deviation?	Yes/ No
10.2	Whether deviation separately highlighted?	Yes/ No

Offer ref Dated

(END OF SECTION-VII)

BIDDING FORMAT (PRICE BID)

Sl No	Item / Service Description	Unit of Measure	Quantity	Price per unit including all taxes & GST (INR) (B1)	GST component included in Price per unit per month (in %) (C1)	Unit Price * Qty * No. of months (36) D1=A1*B1*36
#1	Infrastructure as a Service		(A1)			
1	Blade Enclosure (Item No I of Annexure – A)	No	1			
2	Unix Servers for SAP (Item No II of Annexure – A)	No	3			
3	X86 Server for DMZ / DRM (Item No III of Annexure – A)	No	2			
4	X86 Server for Content Server (Item No IV of Annexure – A)	No	2			
5	SAN Switch (Item No VI of Annexure – A)	No	2			
6	Tape Library (Item No VII of Annexure – A)	No	1			
7	FC-IP Router for Primary & DR (Item No VIII of Annexure – A)	No	4			
8	DC Top of the Rack Switch (Item No IX of Annexure – A)	No	2			
9	Server Farm Switch (Item No XI of Annexure – A)	No	1			
10	Core Switch (Item No XII of Annexure – A)	No	1			
11	24 Port Gigabit Layer-2 Switch - HPE 5130EI 24G 4SFP+ (Item No XIII of Annexure – A)	No	1			
12	48 Port Gigabit Layer-2 Switch - HPE 5130EI 48G 4SFP+ (Item No XIV of Annexure – A)	No	1			
13	Firewall (Item No X of Annexure – A)	No	1			
14	SAN Storage ** (Item No V of Annexure – A)					
14a	Storage – 600 GB SAS HDD	GB	58,822			
14b	Storage – 1.2 TB SAS HDD	GB	27,229			
	Note - ** - For the Storage infrastructure, bidder to provide rates for growth slabs as well ##. Projected growth - 600 GB SAS HDD - 81600 GB 1.2 TB SAS HDD - 52800 GB					

Sl No	Item / Service Description					
#2	One time Services	Detail	Quantity	Unit Price including all taxes & GST (INR) (B2)	GST component included in Unit Price (in %) (C2)	Total Price including all taxes & GST (INR) D2=A2*B2
#2a	One time implementation services - Firewall, DC-DR replication	one time	1			
#2b	One time Migration Services	one time	1			
#2c	One time redeployment of Data Protector	one time	1			
#2d	One time Non IT Equipment refresh	one time	1			
#3	Periodic Maintenance Services	Detail	Quantity	Unit Price including all taxes & GST (INR) (B3)	GST component included in Unit Price (in %) (C3)	Total Price including all taxes & GST (INR) D3=A3*B3
3a	IT Infrastructure (Hardware & Software) rx6600 server maintenance services	Monthly	36			
3b	Non IT Equipment / Infrastructure items maintenance service	Monthly	36			
3c	Cost of Replacement 120 AH Battery – Make Rocket or equivalent	No.	60			
3d	Disaster Recovery Drill Service	No.	6			
3e	Facility Management Service	Monthly	36			
3f	Actual Disaster Scenario	No.	1			
3g	Data protector Support	Annual	3			

Sl No	Item / Service Description					
#4	Any other Item	Detail	Quantity (A4)	Unit Price including all taxes & GST (INR) (B4)	GST component included in Unit Price (in %) (C4)	Total Price including all taxes & GST (INR) D4=A4*B4
1	Any other item : (to complete the project and execute the services for entire period)					
Grand Total Value including all Taxes & GST (in Rs.)						

Storage price format:

		Unit	Band 1	Band N
Volume	600 GB SAS	Price / GB/ Month			
Price					
Volume	1.2 TB SAS	Price / GB/ Month			
Price					

Notes:

- The Bidders shall indicate the applicable taxes towards services of Contract to be provided by them.
- The Bidders shall quote for all items, failing which their offer will be considered incomplete and rejected.
- The Bidder shall quote for the Actual Disaster scenario and shall be payable only in case of occurrence of disaster.
- The bidder shall execute the complete installation and commissioning. Any other additional items not quoted in the Price Schedule but may be required to complete the installation and commissioning shall be supplied by the bidder, free of cost.
- The bidders shall include all to and fro fares, boarding / lodging and other expenses of their personnel(s) during their stay at NOIDA, while quoting service charges,
- The bidder shall bear all Income, Service, Corporate Taxes etc. towards the services provided under this contract and shall be deducted at source at the time of releasing the payment.

(END OF SECTION-VIII)

BILL OF MATERIAL AND TECHNICAL SPECIFICATIONS

Below are the minimum technical specification for the products which are required:

DR Datacenter Design Parameters

- i. For the sizing of DR Instances, respective DC instance has been taken as baseline
- ii. All the SAP Unix instances has been consolidated across 3 x Unix Hosts with Virtualization and High Availability
- iii. Storage based replication to be incorporated between Primary & DR Centers
- iv. Similar Server, Storage, Network and Backup platform as primary has been chosen for operational simplicity

SAP Sizing & Host Allocation

S/No	SAP Instance	Prod/ Non-Prod	OS	SAPS	#cores	Mem(GB)	Host
1	ECC DB	Prod	HP-UX	16000	8	128	Host-1
2	ECC CI	Prod	HP-UX	16000	8	128	Host-2
3	ECC Apps1	Prod	HP-UX	7000	4	64	Host-3
4	ECC App-2	Prod	HP-UX	7000	4	64	Host-2
5	ECC App-3	Prod	HP-UX	7000	4	64	Host-1
6	ECC App-4	Prod	HP-UX	7000	4	64	Host-3
7	ECC App-5	Prod	HP-UX	7000	4	64	Host-1
8	B/W DB	Prod	HP-UX	8000	4	64	Host-3
9	B/W CI	Prod	HP-UX	8000	4	64	Host-2
10	B/W App-2	Prod	HP-UX	8000	2	32	Host-3
11	SRM DB	Prod	HP-UX	16000	6	128	Host-1
12	SRM CI	Prod	HP-UX	16000	4	128	Host-1
13	EP PRD	Prod	HP-UX	8000	4	64	Host-2
14	Solman Prod	Prod	HP-UX	3000	2	64	Host-1
15	ECC Dev	Non-Prod	HP-UX	4000	4	64	Host-3
16	B/W Dev	Non-Prod	HP-UX	4000	2	32	Host-3
17	SRM Dev	Non-Prod	HP-UX	4000	2	64	Host-3
18	SRM DEV JAVA	Non-Prod	HP-UX	4000	2	64	Host-2

CPU and Memory Sizing for the Upgraded SAP DR Datacenter (Windows Landscape)

S/No	SAP Instance	Prod/ Non-Prod	OS	#CPU Cores (Xeon E5-2600)	Mem(GB)	DR Instance	Host
1	Web Dispatcher	Prod	Windows	4	24	Yes	Host-2
2	Web Dispatcher	Prod	Windows	4	24	Yes	Host-1
3	SAP Router	Prod	Windows	4	24	Yes	Host-2
4	Content Server	Prod	Windows	3	10	Yes	
5	Content Server nw	Prod	Windows	3	10	Yes	

Summary Bill of Quantity required to be proposed by the bidder:

Sl No	Item	Quantity
1	Blade Enclosure	01
2	Unix Servers for SAP	03
3	X86 Server for DMZ / DRM	02
4	X86 Server for Content Server	02
5	SAN Storage	01
6	SAN Switch	02
7	Tape Library	01
8	FC-IP Router for Primary & DR	04
9	DC Top of the Rack Switch	02
10	Firewall	01
11	Server Farm Switch	01
12	Core Switch	01
13	24 Port Gigabit Layer-2 Switch - HPE 5130EI 24G 4SFP+	01
14	48 Port Gigabit Layer-2 Switch - HPE 5130EI 48G 4SFP+	01
15	DRM tool	01

Minimum Technical Specification of Datacenter Component**I. Blade Enclosure**

Parameter	Specification
Enclosure	10U HPE c7000 Enclosure or higher
Power Supplies	6 x Power Supplies
Fans	10 x Active Cool Fans
Management	2 x Management Modules
Ethernet	2 x VC Ethernet Modules with 10G Uplink
Fiber Cannel	2 x VC FC Modules with 8G Uplink
Connectors	Necessary Transceivers and Connectors

II. Unix Servers for SAP

Parameter	Specification
Server	HPE Integrity BL870i4 or higher
CPU	4 x Itanium 9540 CPUs
Memory	576GB Memory
Ethernet Ports	8 * 10G Flex Ethernet Ports
FC HBA Ports	4 x 8Gb FC HBA Ports
HDD	2 x 600GB HDD
OS	HP-UX 11iV3 Base OE
Virtualization	HPE VM & vPAR 6.3
Clustering	HPE ServiceGuard with ServiceGuard for SAP

III. X86 Server for DMZ / DRM

Parameter	Specification
Server	HPE ProLiant DL120 Gen9 or higher
CPU	1 x E5-2630v4 CPU
Memory	64GB Memory
Ethernet Ports	2 * 1G Ethernet Ports
HDD	2 x 500GB HDD
DVD	DVD ROM Drive
OS	Windows 2012/2016 SE

IV. X86 Server for Content Server

Parameter	Specification
Server	HPE ProLiant DL120 Gen9 or higher
CPU	1 x E5-2630v4 CPU
Memory	64GB Memory
Ethernet Ports	2 * 1G Ethernet Ports
FC HBA Ports	2 * 8G or higher FC HBA Ports
HDD	2 x 500GB HDD
DVD	DVD ROM Drive
OS	Windows 2012/2016 SE

V. SAN Storage

Parameter	Specification
Storage	HPE XP7 Storage or higher
Capacity (Initial)	65TB on 600GB SAS SFF Disks 15TB on 1.2TB SAS SFF Disks
Cache	32GB Controller Cache
Host Ports	16 x 16Gbps Fiber Channel host ports
Storage Software	XP Array Manager (as required for the offered configuration) XP Business Copy (Min 30TB Capacity License) XP Continuous Access (Min 30TB Capacity License) XP Performance Advisor (as required for the offered configuration)

VI. SAN Switch

Parameter	Specification
Switch Type	HPE SN6000B or Higher
FC Ports	The switch shall be configured with 36 Ports and shall be scalable up to 48 Ports
Cables	Minimum 36 x 15m OM4 Cables per switch

VII. Tape Library

Parameter	Specification
Library Type	HPE MSL6480 or Higher modular library
Tape Drives	6 x LTO6 Drives, scalable up to 40 drives
Slots	80 x Slots scalable up to 500+ slots
Media	80 x RW Data Cartridge 5 x Cleaning Cartridge

VIII. FC-IP Router for Primary & DR

Parameter	Specification
Router Type	HPE 1606 SAN Extension Switch of Higher
Ports	Minimum 4 x Active FC Ports per switch with SFP Minimum 2 x Active 1G Ethernet Ports per switch

IX. HPE 5700 TOR Switch

Parameter	Specification
Switch Type	HPE 5700 40XG 2QSFP+ Switch or higher
Ports	40 x 10G Ports + 2 x QSFP Ports
Transceivers and Connectors	Minimum 10 * 7m DAC Cable per switch Minimum 4 * 10G SR SFP+ Transceivers per switch Minimum 8 * 1G RJ45 Ports per Switch

X. Firewall FG-101E

Parameter	Specification
Firewall Type	FG-101E
Specifications	20 x GE RJ45 ports (including 2 x WAN ports, 1 x DMZ port, 1 x Mgmt port, 2 x HA ports, 14 x switch ports), 2 x Shared Media pairs (Including 2 x GE RJ45 ports, 2 x SFP slots) 480GB onboard storage. Max managed FortiAPs (Total / Tunnel) 64 / 32

XI. Server Farm Switch – HPE 7506

Parameter	Specification
Switch Type	HPE FlexNetwork 7500 Switch Series
Ports	48*10/100/1000 Base- T ports 12* 10 Gig interface
Architecture & Slots	Modular architecture, minimum six slots for interface modules
Switching fabric	Min 2.4Tbps
Transceivers and Connectors	Minimum 1 * 1m 40G DAC Cable per switch Minimum 8 * 10G SR SFP+ Transceivers per switch

XII. Core Switch- 7503

Parameter	Specification
Switch Type	HPE FlexNetwork 7500 Switch Series
Ports	48*10/100/1000 Base- T ports 12* 10 Gig interface
Architecture & Slots	Modular architecture, minimum three slots for interface modules
Switching fabric	Min 2.4Tbps
Transceivers and Connectors	Minimum 1 * 1m 40G DAC Cable per switch Minimum 8 * 10G SR SFP+ Transceivers per switch

XIII. 24 Port Gigabit Layer-2 Switch - HPE 5130EI 24G 4SFP+

Parameter	Specification
Switch Type	24 Port Gigabit Layer-2 Switch
Ports	24*10/100/1000 Base- T ports 4* 10G SFP+
Switching capacity	128Gbps
Throughput	95Mpps
Transceivers and Connectors	Quantity as required

XIV. 48 Port Gigabit Layer-2 Switch - HPE 5130EI 48G 4SFP+

Parameter	Specification
Switch Type	48 Port Gigabit Layer-2 Switch
Ports	48*10/100/1000 Base- T ports 4* 10G SFP+ ports
Switching capacity	176Gbps
Throughput	130Mpps
Transceivers and Connectors	Quantity as required

To properly integrate the above components towards the solution, all the necessary cables, connectors, PDUs etc. to be factored by Service Provider.

XV. DR Monitoring solution

The Bidder is required to propose, size, procure, train, implement, maintain and manage an IT Business Continuity Management solution that can understand the existing IT environment thoroughly, identify the risks, analyze the impact when there is a disaster and link them to the existing recovery Processes which should be continuously monitored and manage the IT Infrastructure ensuring the continuity of business aligned to the business objectives of the organization.

The proposed solution should encompass the following key features and related functionalities:

- The solution should provide DR Monitoring with
 - Centralized Monitoring & Management of DC & DR
 - Replication monitoring, by integrating with any replication suite
 - Online RPO / RTO monitoring, raise alerts on deviations
 - Basic Application Status health monitoring including Replication WAN Link utilization monitoring
 - Rich customizable dashboard to monitor all applications from single screen with navigation facility to have easy control
 - Secure Workflow designer and uploads
- Solution proposed should automate DR Drills / actual Failovers without any limitation / restriction on number of Drill / Failover processes (like only host database / host server / centralized branch database / centralized Branch server or any combination of such partial failover / switch over processes) to be configured in various ways for a single application, providing functionalities to perform
 - Intrusive DR Drills (Switchover & Switchback)
 - Non-Intrusive DR Drills (Read-Only & Failover)
 - Controlled Fallback
 - Pre-Checks or mandatory checks for DR Drill (without any limitations on number of pre-checks that could be executed)
 - Capability to automate any number of DR SOP's depending on number of risks organization considers as part of BCP without any restriction on numbers
- Proposed solution should provide dynamic Alerts as per Business Continuity policy based on which recovery actions can be triggered
- Solution should have inbuilt / integrated customizable reporting tool which provides flexibility to customize / design new reports as per changing regulatory requirements
- Solution should have capability or inbuilt mechanism to execute scripts securely using an SSL key on WAN network at remote servers for controlling DR level changes in decentralized environments
- DRAM Solution should have integration feature with ITIL tools to facilitate
 - Alerts onto central EMS / NNM System / Email (Alerts on Replication Failures, Process Failures, Application Stack Health Check failures, Custom Alerts, etc)
 - Enterprise Calendar for scheduling BCP / DR Drills
- Proposed Solution should have inbuilt escalation and approval mechanism to control actions like DR Drill & actions for decisions scenario like failure of particular sub task in Drill / failover process
- Solutions should have feature to integrate with Active Directory or LDAP for enhanced approval & escalation processes.
- Solution should have secured process framework with strict separation between Process design utility & Process execution framework
- Proposed Solution should have inbuilt version control mechanism to trace the process and script changes happening in the dynamic environment

- Proposed Solution should have inbuilt mechanism / capability to trace / auto discover the data flow and server nodes in the dynamic environment to avoid any miss of dependency while automating the recovery SOP.
- Proposed solution should have a topology map showcasing the application / service level dependencies on the primary and validate the same on the DR site post recovery, while testing the DR Site.
- Proposed solution should have inbuilt capability to identify and record the machine level configurations for each server nodes involved in a landscape which could be used for alerting in case of any change / deviation.
- Solution Proposed should have built in Config Checks, to proactively understand any discrepancy between Production and Disaster site to the granularity of each service running on the server platform, which should ensure the Application Functionality is not impacted when an DR activity is executed.
- The solution should be application aware and dig deep in to Application Configuration files and patches to check / monitor and alert the changes / differences in Application Configurations
- The proposed solution should have a validation tool to verify DC-DR equivalence for OS, databases, network , storage and applications with either out-of-box or custom templates
- Solution should have Comprehensive workflow recovery features to facilitate
 - Failed Job retry/re-execution in a workflow currently under execution
 - Putting jobs in hold as per requirement
 - Cancelling/Forced completion of a job if it is stuck in a workflow currently under execution
 - Prompt before executing a job in a workflow currently under execution
 - Capability to enable viewing of job log during its execution
 - Error handling for failed workflows to manage errors / failures in workflows
- Solution should provide enhanced security feature to avoid storing production passwords in any form and facilitate organization to pass critical credentials like user id and passwords at runtime and maintaining it till process instance only
- Solution should have built-in Scheduler with enhanced capabilities to easy integrate with business requirements like Specific weekday and weekend activities , specific days of month like weekly – fortnightly or monthly / Quarterly / Half Yearly / Yearly, Public Holidays exclusion or force inclusion for Drill plans.
- Provided solution should provide easy integration with Business applications to set rules & raise alerts on any deviations on defined SLA.
- The solution should enable migration of production from DC to DRC in case of emergency operations. It should support initiation of such trigger for migration from DC to DRC from the web interface/internet.
- The proposed solution should support a comprehensive and secure workflow editor with the following features
 - The process / workflow editor should be a separate desktop based tool to follow proper approval process while updating the processes.
 - The editor should support creating re-usable widgets based on existing scripts so that they could be used anytime while creating / modifying a workflow
 - The editor should support exporting all the workflows in a compressed format so that the same could be backed up or deployed separately.
 - The editor should support create / update workflows which could be either business SOPs or IT recovery SOPs
 - The editor should support creating decisions based HTML UI, so that an operator can take well-informed decisions.

BID FORM

To
M/s. Oil India Limited,
Plot No. 19, Sector-16 A, NOIDA

Sub: TENDER No. CLI5764L18

Gentlemen,

Having examined the General Terms & Conditions, Special Conditions of Contract, Scope of Work & Other Conditions of Contract and Schedule of Rates including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the work/services in conformity with the said conditions of Contract and Terms of Reference for the sum of _____ **“NOT TO BE QUOTED HERE”** (*Total Bid Amount in words and figures*) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence the work as per the terms & conditions set out in the subject tender.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding 10% of annualized contract value for the due performance of the Contract.

We agree to abide by this Bid for a period of 120 days from the date fixed for Bid closing and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your notification of award shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this _____ day of _____ 2017.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

STATEMENT OF NON-COMPLIANCE (IF ANY)
(TO CLAUSES OTHER THAN THOSE IN BEC-BRC)

(Only exceptions/deviations to be rendered)

1.0 The Bidder shall furnish detailed statement of **exceptions/deviations**, if any, to the Tender stipulations, terms and conditions in respect of each Section of Bid Document other than BEC-BRC in the following format:

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks

Signature of Authorised Signatory: _____

Name of Authorised Signatory: _____

Name of Bidder: _____

NOTE:

OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, other than those in BEC-BRC, the same should be indicated as per above format and submit along with their bids. No deviation will be accepted in the clauses covered under BEC-BRC. If the “**Statement of Non-Compliance**” in the above Proforma is left blank (or not submitted along with the Bid), then it would be constructed that the bidder has not taken any exception/deviation to the Tender requirements.

PROFORMA LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

To
General Manager (C&P)
Oil India Limited
Plot No. 19, Sector-16 A,
Noida, U.P.

Sir,

Sub: OIL's TENDER No. CLI5764L18

I / We _____ confirm that Mr./ Ms. _____ (Name and address) as authorised to represent us during bid opening on our behalf with you against Tender Invitation No. **CLI5764L18** for **Operation of Disaster Recovery Site (IT Infrastructure as a service & non-IT equipment maintenance)** at OIL House Noida.

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Signature of Bidder: _____

Name: _____

Date: _____

PROFORMA LETTER OF AUTHORITY

To
General Manager (C&P)
OIL INDIA LIMITED
Plot No. 19, Sector-16 A,
Noida, U.P.

Dear Sir,

SUB: OIL TENDER No. CLI5764L18

We _____ of _____
Confirm that Mr./Ms. _____
(Name and Address) is authorised to represent us to Bid, negotiate and conclude the
agreement on our behalf with you against Tender Invitation No. **CLI5764L18** for
**Operation of Disaster Recovery Site (IT Infrastructure as a service & non-IT
equipment maintenance) at OIL House Noida** for any commercial / Legal purpose etc.

We confirm that we shall be bound by all and whatsoever our said representative
shall commit.

Authorised Person's Signature: _____

Name: _____

Yours faithfully,

Signature : _____

Name & Designation _____

For & on behalf of _____

NOTE: This letter of authority shall be on printed letter head of the bidder, and shall be
signed by a person competent and having the power of attorney (Power of attorney shall be
annexed) to bind such Bidder.

**[TO BE FILLED-UP / SUBMITTED BY THE VENDOR ON ITS
LETTER HEAD FOR E-REMITTANCE]**

Name:

FULL Address:

Phone Number:

Mobile Number:

E-mail address:

Fax Number:

Bank Account Number (in which the Bidder wants remittance against invoices):

Bank Name:

Branch:

Address of the Bank:

Bank Code:

IFSC/RTGS Code of the Bank:

NEFT Code of the Bank:

PAN Number:

Service Tax Registration Number:

Signature of Bidder with Official Seal

FORM OF BID SECURITY (BANK GUARANTEE FORMAT)

To:

M/s. OIL INDIA LIMITED,

C&P DEPARTMENT,

PLOT NO. 19, SECTOR-16A, NOIDA-201 301, UTTAR PRADESH

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s Tender No. _____ KNOW ALL MEN BY these presents that we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "Bank") are bound unto the Company in the sum of (* _____) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.

SEALED with the

said Bank this ____ day of _____ 20__

THE CONDITIONS of these obligations are:

1. If the Bidder withdraws their Bid within its original/extended validity; or
2. The Bidder modifies/revises their bid suomoto; or
3. The Bidder does not accept the contract; or
4. The Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/contract; or
5. If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice.

We undertake to pay to Company up to the above amount upon receipt of its first written demand (by way of letter/fax/cable), without Company having to substantiate its demand provided that in its demand Company will note that the amount claimed by it is due to it owing to the occurrence of any of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date (**--/--/--) and any demand in respect thereof should reach the Bank not later than the above date.

The details of the Issuing Bank and Controlling Bank are as under:

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO.:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & Address _____

Witness _____

(Signature, Name and Address)

Date: _____

Place: _____

* The Bidder should insert the amount of the guarantee in words and figures.

** Validity of Bank Guarantee should be minimum 150 days from the date of Technical bid opening.

FORM OF PERFORMANCE BANK GUARANTEE

To:

M/s. Oil India Limited,
Plot No. 19, Sector-16 A,
Noida, U.P. - 201301

WHEREAS _____ (Name and address of Contractor)
(hereinafter called "Contractor") had undertaken, in pursuance of Contract No. _____
_____ to execute (Name of Contract and Brief Description of the Work)
_____ (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total of (Amount of Guarantee in figures) _____ (in words _____), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the _____ day of _____

The details of the Issuing Bank and Controlling Bank are as under:

A. Issuing Bank:
BANK FAX NO:
BANK EMAIL ID:
BANK TELEPHONE NO.:
IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date _____

Place _____

SAMPLE FORM OF AGREEMENT

THIS AGGREEMENT is made on the day of 2017, between (Name of Company) _____ of (Mailing address of Company) _____, hereinafter called "the Company", of the one part and (Name of Contractor) _____ (hereinafter called "the Contractor") of the other part.

WHEREAS the Company is desirous that certain works should be executed viz. (Brief description of works) _____ and has, by Letter of Award dated (Date of Letter of Acceptance) _____, accepted a Bid by the Contractor for the execution, completion and maintenance of such works.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a) This form of Agreement,
 - b) The Letter of Award,
 - c) The said Bid and Appendix,
 - d) The Technical Specifications, if any
 - e) Schedule of Rates,
 - f) Scope of Work & Other Conditions of Contract and
 - g) General Terms and Conditions
3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies they shall take precedence in the order set out above.
4. In consideration of the payment to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to execute, complete and maintain the works in conformity in all respects with the provisions of the contract.
5. The Company hereby covenants to pay the Contractor in consideration of the execution, completion and maintenance of the works the Contract price at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have set their respective hands and seals to this Agreement on the day, year first written above.

SIGNED, SEALED AND DELIVERED.

By the said Name _____

On behalf of the Contractor
in the presence of:

SAMPLE AUTHORIZATION LETTER FROM OEM

(To be typed on the letterhead of the Issuing Company)

Ref. No _____

Date _____

The General Manager(C & P)
Oil India Limited,
NOIDA-201 301

Sir,

Sub: Authorization Certificate

Ref: Your tender enquiry No. _____ Dated _____.

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

Yours faithfully,
For (type name of the firm here)

Signature of Authorised Signatory
Name :
Designation :
Phone No.
Place :
Date :
(Affix Seal of the Organization here)