

E-TENDER NOTICE

OIL INDIA LIMITED (OIL) invites Competitive bids **under Single Stage Two Bid System** from Indigenous bidders through its E-Procurement portal <https://etender.srm.oilindia.in/irj/portal> for the following services:

Tender No.	Description of Service	Bid Closing Date	Cost of Bid document
CLI4635 P15	Annual Maintenance Contract for Disaster Recovery Data Centre located at OIL's Corporate office at OIL House, Plot No.19, Sector-16A, NOIDA	18.09.2014 (11:00 Hrs)	Rs.5000.00

Cost of Bid Document (Non-Transferable and Non-refundable) by way of Demand Draft / Banker's Cheque from any schedule Bank in favour of OIL INDIA LIMITED and payable at NOIDA /NEW DELHI, along with the application(s) on applicant's letter pad for request of USER ID & PASSWORD is to be submitted to Chief Advisor(C&P), Oil India Limited, Plot No. 19, Sector 16A, NOIDA within OIL's working hours, 7 days prior to the scheduled Bid Closing date. On receipt of requisite Bid Document Cost, USER ID and initial PASSWORD will be communicated to the bidder (through e-mail) and will be allowed to participate in the bidding through OIL's E-Procurement portal. No physical tender documents will be provided.

PSU's and SSI units registered with NSIC claiming exemption from payment of tender fee should submit their request with all credentials to get access for participation in the tender.

The details of Tender can be viewed using "Guest Login" provided in the E-Procurement portal and also in OIL's web site www.oil-india.com. The link to OIL's E-Procurement portal has also been provided through OIL's web site www.oil-india.com

Note: The USER ID & Password are unique/non-transferable and only one set of the same will be issued against one e-mail ID (one Party).



ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्योग) पंजीकृत कार्यालय: दुर्गेश्वरनगर, अस्सम
Oil India Limited
(A Government of India Enterprise) Registered Office: Durgeshwar Nagar, Assam

Plot No. 19, Sector 16A,
NOIDA – 201301, U.P
Phone: 0120 - 2419000
Fax: 0120 - 2419120
E-mail: oilindia@oilindia.in
corp_c&p@oilindia.in

Web Site: www.oil-india.com

C O V E R I N G N O T E

Tender No. CLI4635P15 Dated 20.08.2014

1.0 OIL INDIA LIMITED invites ON-LINE BIDS from eligible Bidders/Firms for the following mentioned services under SINGLE STAGE TWO BID SYSTEM through its e-Procurement site:

a) DESCRIPTION OF WORK/ SERVICE:

Annual Maintenance contract for Disaster Recovery Data Centre located at OIL's Corporate office at OIL House, Plot No.19, Sector-16A, NOIDA

b) Type of BID: Single Stage-Two Bid System

c) CONTRACT PERIOD: 2(two) years

d) Bid Closing /Opening Date & Time: 18.09.2014 (11:00HRS/14:30 HRS)

e) Price Bid Opening Date & Time Will be intimated to the eligible bidder(s) nearer the time

f) Bid Submission Mode: Bid should be submitted online in OIL's E-Procurement portal

g) Bid Opening Place: Office of Chief Advisor (Contracts & Purchase)
Oil India Limited
Plot No. 19, Sector-16A
NOIDA –201301

h) Bid Validity: 180 days beyond Bid Closing Date

i) Bid Security Amount: ₹8.84Lakhs Only

j) Amount of Performance Security: 7.5% of one year contract value

NOTE:

Bid Security deposited vide D. Draft /B. Cheque / Bank Guarantee
No. _____ dated _____ of _____

Original hard copy of bid security should reach the office of Chief Advisor(C&P) on or before Bid closing date and time (11:00Hrs), otherwise Bid will be rejected. A scanned copy of this document should also be uploaded along with the Un-priced bid documents.

- 2.0 Bid should be submitted online up to 11:00 AM (IST) (OIL's e procurement Portal Server Time) on the date as mentioned and will be opened on the same day at 02:30 PM (IST) at Office of the Chief Advisor (C&P) in presence of authorized representative of the bidders.
- 3.0 Bidders interested to participate in the e-Tender are required to submit an application and payment of non-refundable tender fee (PSU and SSI Units are exempted) as indicated above through crossed demand draft drawn in favour of Oil India Limited and made payable at NOIDA / New Delhi. Tender documents will be on sale **till 11.09.2014**. The application and Tender Fee to be submitted to

**Chief Advisor(C&P)
Oil India Limited
Plot No. 19, Sector-16A
NOIDA – 30 201**

- 4.0 **The rates shall be quoted as specified in the “PRICE BID FORMAT” and to be uploaded in attachment under Notes & Attachments tab.** The bid and all uploaded documents must be Digitally signed using **“Class 3” digital certificate [e-commerce application (Certificate with personal verification and Organization name)]** as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. The 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 -3” with Organizations name, the bid will be rejected.

5.0 The tender will be governed by:

- ✓ COVERING LETTER
- ✓ SECTION– I: INSTRUCTIONS TO BIDDERS
- ✓ SECTION–II: GENERAL TERMS AND CONDITIONS
- ✓ SECTION–III: SPECIAL CONDITIONS OF CONTRACT
- ✓ SECTION– IV: SCOPE OF WORK
- ✓ SECTION–V: COMMERCIAL BID FORMAT FOR RATES.
- ✓ SECTION–VI: FORM OF BID SECURITY (BANK GUARANTEE
- ✓ SECTION–VII: FORM OF PERFORMANCE BANK GUARANTEE
- ✓ SECTION–VIII: SAMPLE FORM OF AGREEMENT
- ✓ SECTION–IX: BID REJECTION CRITERIA (BRC)/ BID EVALUATION CRITERIA (BEC)
- ✓ PROFORMA-I: STATEMENT OF COMPLIANCE
- ✓ PROFORMA-II: INTEGRITY PACT
- ✓ APPENDIX – I: GENERAL GUIDELINES TO BIDDERS FOR PARTICIPATING IN OIL'S PROCUREMENT TENDERS.

SPECIAL NOTE:

GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT :

To participate in OIL's E-procurement tender, bidders should have legally valid digital certificate of **Class 3 with Organizations Name** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). Bidders must have a valid User Id to access OIL e-Procurement site. Bidders can click on **Guest** login button to view the available open tenders in the E-portal. Bidders shall request OIL through E-mail or fax or letter along with the cost of bid documents as indicated in the NIT for issue of the **USER ID** for accessing and submitting against the E-procurement tender. The User ID shall be issued to the eligible bidders on receipt of the requisite cost of the bid document through email. In case any bidder is exempted from paying the tender fee, they should request OIL with supporting documents for issue of the User Id on free of charge basis. The detailed guidelines are available in OIL's e-procurement site. For any clarification in this regard, bidders may contact OIL.

Please note that all tender forms and supporting documents are to be submitted through OIL's E-Procurement site only except Original Bid Security which are to be submitted in sealed envelope super scribed with tender no. and due date to : Chief Advisor (Contracts& Purchase),OIL INDIA LIMITED, Plot No. 19, Sector-16A,NOIDA 201 301, UTTAR PRADESH.

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 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.

- 6.0 This tender is invited under **SINGLE STAGE- TWO BID SYSTEM**. The bidders are required to submit their bids through electronic format in OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. Detailed Guidelines to bidders for participating in OIL's e-Procurement tenders are given in website. Please ensure that **TECHNO-COMMERCIAL UN-PRICED BID / ALL TECHNICAL DOCUMENTS RELATED TO THE TENDER** are uploaded in the **Technical RFX Response link** only. **Please note that no price details should be uploaded in Technical RFX Response link.** Details of prices as per Commercial Bid format / Price-bid can be uploaded as Attachment in the attachment link under **"Notes and Attachments"**. A screen shot in this regard is given below. However, we request bidders to go through OIL's e – Portal / Website before uploading their bids for updated information regarding participation requirements and procedure for OIL's e – tenders. Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in Section - IX.

Display RFX Response:

Edit | Print Preview | **Technical RFX Response** | Close | Withdr

RFX Response Number 60006452 RFX Number TEST2 Status RFX Respo
 RFX Owner WIPRO_TEST1 Total Value 0.00 INR

RFX Information | Items | Notes and Attachments | Conditions | Summary | Tracking

Basic Data | Questions

Event Parameters

Currency: Indian Rupee

Detailed Price Information: Price with Conditions

Terms of Payment: 9010 90% against despatch+10% after receipt

Service and Delive
 Incoter
 Status and Statist
 Created C
 Created E
 Last Processed C
 Last Processed E

▼ Partners and Delivery Information

Details Send E-Mail Call Clear

Function	Number	Name	Valid fr
The table does not contain any data			

Go to this Tab “Technical RFX Response” for Uploading “Techno-commercial Un-priced Bid”.

Go to this Tab “Notes and Attachments” for Uploading “Priced Bid” files.

On “EDIT” Mode- The following screen will appear. Bidders are advised to Upload “Techno-Commercial Unpriced Bid” and “Priced Bid” in the places as indicated above:

Edit RFX Response:

Submit | Read Only | Print Preview | Check | **Technical RFX Response** | Close | Save | Veri

RFX Response Number 60006452 RFX Number TEST2 Status Withdrawn Submission Deadline 13.04.2013 11:00:00 INDIA
 RFX Owner WIPRO_TEST1 Total Value 0.00 INR RFX Response Version Number 2 RFX Version Number 5

RFX Information | Items | **Notes and Attachments** | Conditions

▼ Notes

Add Clear

Assigned To	Category	Text Preview
The table does not contain any data		

▼ Attachments

Sign Attachment Add Attachment Edit Description Versioning Delete Create Qualificati

Assigned To	Category	Description	File Name	Version	Processor	Checker
The table does not contain any data						

Bid on “EDIT” Mode

Area for uploading Techno-Commercial Unpriced Bid*

Priced Bid Format to be attached here after digitally Signing the attachment *

Notes :

* The “Techno-Commercial Unpriced Bid” shall contain all techno-commercial details

** The “Priced bid” must contain the price schedule and the bidder’s commercial terms and conditions. For uploading Priced Bid, first click on Sign Attachment, a browser window will open, select the file from the PC and click on Sign to sign the document. On Signing, a new file with extension .SSIG will be created. Close that window. Next click on Add Attachment, a browser window will open, select the .SSIG signed file from the PC and name the file under Description, Assigned to General Data and click on OK to save the File.

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

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

9.0 Interested bidders may contact the following person for any technical clarifications against the tender.

Ms. Mousumi Deka
Chief Engineer (IT)
OIL House, Plot No. 19
Sector 16A, NOIDA 201301
Mobile No. 08800227398
E-mail: Mousumi@oilindia.in Phone No.

10.0 We now look forward to your valuable offer through OIL's e-portal against the tender.

11.0 OIL reserves the right to reject any/all bids and cancel the tender without assigning any reason whatsoever.

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

(Anurag Gohain)
Manager Materials
For Chief Advisor (C & P)
For Chairman & Managing Director

SECTION – I

INSTRUCTIONS 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.

A. BIDDING DOCUMENTS

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

- (a) A Covering Note highlighting the following points:

- (i) Oil India Limited 's Tender No.
- (ii) Type of Bidding
- (iii) Cost of Bid Document
- (iv) Bid Closing date and time.
- (v) Bid Opening date, time and place.
- (vi) Bid submission place
- (vii) Bid opening place
- (viii) The amount of Bid Security.
- (ix) The amount of Performance Security.
- (x) Retention Money
- (xi) Duration of Contract.

- (b) Instructions to Bidders (Section - I)
- (c) General Terms and Conditions (Section - II)
- (d) Special Conditions of Contract (Section-III)
- (d) Scope of Work (Section – IV)
- (e) Commercial / Price Bid Format (Section - V)
- (f) The Bid Security Form (Section - VI)
- (g) The Performance Security Form (Section - VII)
- (h) Sample Form of Agreement (Section - VIII)
- (i) Bid Rejection Criteria /Bid Evaluation Criteria (BRC/BEC)-(Section - IX)
- (j) Statement of Compliance (Proforma-I)
- (k) Integrity Pact (Proforma - II)
- (l) General Guidelines to Bidders for participating in OIL's procurement tender (Appeddix-I).

- 2.1 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Document. Failure to furnish all information required as per the Bid Document or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk & responsibility and may result in rejection of their bid.

3.0 AMENDMENT OF BIDDING DOCUMENTS:

- 3.1 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 Bid Document through an Addendum.
- 3.2 The Addendum will be sent in writing or by Fax/E-mail/Courier/Post to all prospective Bidders to whom Company had issued the bid documents. The Company

may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason.

4.0 TRANSFERABILITY OF BID DOCUMENTS:

- 4.1 Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the user ID and password has been issued.
- 4.2 Unsolicited offers will not be considered and will be rejected straightway.

B. PREPARATION OF BIDS:

5.0 LANGUAGE OF BIDS:

- 5.1 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 version which shall govern for the purpose of bid interpretation.
- 5.2 **DOCUMENTS COMPRISING THE BID:** The bid submitted by the Bidder must be under Single Stage Two Bid System and shall comprise of the following components:

I. TECHNICAL BID

- i) Documentary evidence in accordance with the Bid Rejection Criteria (BRC) as per Section-IX.
- ii) A scanned copy of the Bid Security in accordance with para 9.0 below should be uploaded along with the Unpriced bid documents. *[Original hard copy of Bid Security should reach the Office of Chief Advisor (Contracts & Purchase), NOIDA before Bid closing date and time].*
- iii) Statement of compliance as per **Proforma-I**.
- iv) Integrity Pact as given in **Proforma-II** duly signed by the same signatory who signs the bid.

II. COMMERCIAL (PRICED) BID

Rates to be quoted as per Commercial Bid Format enclosed vide Section-V.

6.0 BID PRICE:

- 6.1 Prices must be quoted by the bidders, both in words and in figures. In case of any discrepancy between the words and in figures, the prices indicated in words only will be considered.
- 6.2 Rates quoted by the Successful Bidder must remain firm during its performance of the Contract and is not subject to variation on any account.
- 6.3 All duties and taxes, corporate income taxes, and other levies except **service tax** payable by the Contractor under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder. Service tax as applicable shall be on OIL's Account. Evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or

any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

8.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

8.1 These are listed in Bid Rejection Criteria vide Section – IX.

9.0 BID SECURITY:

9.1 The Bidder shall furnish as part of its bid, Bid Security in the amount as specified in the "Covering Note".

9.2 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to sub-para 9.8 below.

9.3 The Bid Security shall be denominated in the currency of the bid or another freely convertible currency, and shall be in the form of Demand Draft , Banker's Cheque or a bank guarantee issued by a scheduled Indian Bank or a foreign bank through its Indian branch in the form provided in the Bid Document and valid for 30 days beyond the validity of the bid. The bank guarantee should be so endorsed that it can be invoked at the issuing bank's branch located at Noida or alternatively at Delhi.

9.4 SEALED ENVELOPES containing the Bid Security, Printed catalogue and Literature, if called for in the tender shall be marked with the above Tender Number and description of work and submitted in the office of :

**Chief Advisor(C&P)
Oil India Limited
Plot No. 19, Sector-16A
NOIDA –201301**

9.5 Any Bid not secured in accordance with above-mentioned subparagraphs 9.1 to 9.4 will be rejected by Company as non-responsive. However, Public Sector undertakings (central or state) are exempted from submission of bid security. Moreover, Small Scale Units registered with NSIC/Directorate of Industries are exempted from submitting bid security provided they submit an attested copy of their valid registration with Corporation / directorate of Industries which indicates the category of service being tendered for and if the total tender value is less than the monetary limit for which the unit is registered. Documentary evidence of the monetary limits should be enclosed without which the bidder will not be entitled for exemption.

9.6 Unsuccessful Bidder's Bid Security will be discharged and /or returned after expiry of the period of bid validity or finalization of the tender, whichever is earlier.

9.7 Successful Bidder's Bid Security will be discharged upon the Bidder's signing of the contract and furnishing performance security as per the contract.

9.8 The Bid Security will be forfeited:

- (a) If any Bidder withdraws their bid during the period of bid validity (including any subsequent extension) specified by the Bidder on the Bid Form, or
- (b) If a Successful Bidder fails:

- i) To sign the contract within reasonable time and within the period of bid validity, and /or,
 - ii) To furnish Performance Security
- (c) furnish fraudulent document / information in their bid.

10.0 **PERIOD OF VALIDITY OF BIDS:**

- 10.1 Bids shall remain valid for 180 days beyond bid closing date prescribed by the Company.
- 10.2 In exceptional circumstances, the Company 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 or E-mail). A Bidder may refuse the request without forfeiting their Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.

11. **FORMAT AND SIGNING OF BID:**

- 11.1 The original and all copies of the bid shall be typed or written in indelible inks and shall be signed (digitally) by the Bidder or a person or persons duly authorized to bind the Bidder to the contract.

C. **SUBMISSION OF BIDS:**

12.0 ON LINE SUBMISSION:

- 12.1 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 "Class 3" digital certificates [e commerce application (Certificate with personal verification and Organization Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India(RCAI), Controller of Certifying Authorities(CCA) of India before bid is uploaded. 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 -3" with Organizations name, the bid will be rejected.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidder to bind the Bidder to the contract. Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employees.

- 12.2 Bidders are requested to state their compliance or deviation / exception to any clause, if any as per **PROFORMA – I**, enclosed. This should be a part of the Technical bid.
- 12.3 Timely submission of the bids is the responsibility of the Bidder. Bid should be submitted before the bid closing date and time. Company shall not be responsible for any delay.
- 12.4 E-mail/ Fax/ Telex/Telegraphic/Telephonic offers will not be accepted.
- 12.5 Bidder shall submit the Bid, duly completed in terms of the Bid Document.

13.0 DEADLINE FOR SUBMISSION OF BIDS :

- 13.1 Bids should be submitted on-line up to 11.00 AM (IST) (Server Time) on the Bid Closing date mentioned in the Covering Note. Bidders will be permitted by System to make any changes in their bid after the bid has been uploaded by the bidder prior to the date and time as mentioned in the bid. But no changes would be allowed by the system once the due date for submission of bids has been reached and bids are opened.
- 13.2 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 dead line.
- 13.3 The documents in physical form must be received by Company at the address specified above vide Para 9.4 on or before the Bid Closing Date & Time mentioned in the "Covering Note". Timely delivery of the same at the address mentioned above vide para 9.4 is the responsibility of the Bidders.
- 13.4 **LATE BIDS:** 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.

14.0 MODIFICATION AND WITHDRAWAL OF BIDS :

- 14.1 Bidders will be permitted by System to 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. 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.
- 14.2 No bid can be modified / withdrawn subsequent to the deadline for submission of bids.
- 14.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its Bid Security.

15.0 EXTENSION OF BID SUBMISSION DATE:

- 15.1 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. In case of receipt of only one Bid on the Bid Closing Date and Time, OIL may extend the Bid Closing /Opening Date by 2(two) weeks. However, the bidder whose bid has been received within the bid closing date and time, will not be allowed to revise their Bid/prices. Withdrawal of such Bid also will not be permitted by the system.

16.0 BID OPENING :

- 16.1 Company will open the Bids, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Covering Note. However, the Bidder's representative must produce an authorization letter from the bidder at the time of opening of tenders. Unless this letter is presented, the representative will not be allowed to attend the opening of tenders. Only one representative against each bid

will be allowed to attend. Since this tendering is on the basis of **SINGLE STAGE TWO BID SYSTEM**, on bid opening date, only Technical RFx will be allowed to open by the system. Bidders therefore should ensure that techno-Commercial bid is uploaded under the Technical RFx Tab Page only and no price should be mentioned anywhere under the Technical RFx.

- 16.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.
- 16.3 Bid (if any) for which an acceptable notice of withdrawal has been received pursuant to para 14.0 shall not be opened. On opening the remaining bids Company will examine them to determine whether the same are complete, requisite Bid Securities have been furnished, documents have been properly signed and the bids are generally in order.
- 16.3 At bid opening, Company will announce the Bidders' names, written notifications of bid modifications or withdrawal, if any, furnishing of requisite Bid Security, quoted prices and such other details as the Company may consider appropriate.
- 16.4 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-para 16.3.
- 16.5 To facilitate examination, evaluation and comparison of bids the Company may, at its discretion, ask the Bidder for clarifications of its bid. 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.
- 16.6 Prior to detailed evaluation, the Company will determine the substantial responsiveness of each bid to the Bidding Document. 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. The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 16.7 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.
- 16.8 The Company may waive minor informality or nonconformity or irregularity on a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 16.9 Normally no request for extension of Bid Closing Date will be entertained. However, in case of any changes in the specifications, inadequate response or for any other reasons, OIL may at its discretion, extend the bid closing date and/or time.
- 17.0 EVALUATION AND COMPARISON OF BIDS :
- 17.1 The Company will evaluate and compare the bids as per Bid Evaluation Criteria (Section-IX) of the tender document.
- 17.2 DISCOUNTS / REBATES: Unconditional discounts/rebates, if any, given in the bid or along with the bid will be considered for evaluation.

17.3 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.

18.0 CONTACTING THE COMPANY :

18.1 Except as otherwise provided in para 14.0 above, no Bidder shall contact Company 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 Company vide para 16.5.

18.2 An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in rejection of their bid.

D. AWARD OF CONTRACT

19.0 AWARD CRITERIA:

19.1 The Company will award the Contract to the Contractor 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.

20.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:

20.1 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.

21.0 NOTIFICATION OF AWARD:

21.1 Prior to expiry of the period of bid validity or extended validity, the Company will notify the successful Bidder(s) in writing by registered letter / courier or by fax or e-mail (to be confirmed in writing by registered / courier letter) that his bid has been accepted.

21.2 The notification of award will constitute the formation of the Contract.

22.0 SIGNING OF CONTRACT:

22.1 At the same time as OIL notifies the successful Bidder that its Bid has been accepted, OIL will either call the successful bidder for signing of the agreement or send the Contract Form provided in the Bidding Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of rates incorporating all agreements between the parties.

22.2 Within 15 days from the date of receipt of Letter of Award (LOA), the successful Bidder shall sign and date the contract and return it to OIL. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.

22.3 In the event of failure on the part of the successful bidder to sign the contract within the period specified above or any other time period specified by OIL, OIL reserves

the right to terminate the LOA issued to the successful bidder. Bid Security shall then be forfeited and the party shall also be debarred for a period of 2(two) years from the date of default.

23.0 PERFORMANCE SECURITY :

- 23.1 The successful bidder shall furnish the Performance Security in the form enclosed (SECTION -VII) herewith within 15 days of the receipt of the notification of award of Contract, failing which OIL reserves the right to cancel the award of Contract and forfeit the Bid Security. Bidders should undertake in their bid to submit Performance Security as stated above. Performance Security should be for an amount as mentioned in the Covering Note. The Bank Guarantee issued by any Scheduled Bank should be kept valid for six more month than the validity of the Contract and extensions thereto. Alternatively the successful bidder can submit the Performance Security in the form of Bank Draft to be issued in favour of Oil India Limited payable at NOIDA/ DELHI for the amount mentioned above. Performance security in any form will be returned to the Contractor only after six months after the validity of the Contract and extensions if any.
- 23.2 In the event of Bidder's failure to discharge their obligations under the Contract, the Performance Security shall be forfeited in part or full without any further reference to the Bidder.
- 23.3 The Performance Security shall be denominated in the currency of the contract and shall be in the form of a Bank Guarantee or Bank Draft.
- 23.4 The Bank Guarantee will have to be given from the Scheduled Bank on non judicial stamp papers of requisite value, as per the Indian Stamp Act, and stamp papers should be in the name of the issuing bank.
- 23.5 The Bank Guarantee issued by the Bank amongst others must contain the following particulars of the Bank
- (a) Full Address
 - (b) Branch Code
 - (c) Code Nos. of the authorized signatory with full name and designation
 - (d) Phone Nos./Fax Nos./E-mail address
- 23.6 In case, the Performance Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the signatures of fake official of the Bank, the LOA/Contract issued/placed on the Contractor shall be treated as cancelled forthwith and the bidder shall be debarred from participating in future tenders. Further, the Bid Security submitted by such Contractor shall be invoked without any further reference.
- 23.7 The Bank Guarantee shall be enforceable at NOIDA/DELHI or as specified in the Tender/Contract.
- 23.8 Performance Security amount will not accrue any interest.

24.0 RETENTION MONEY:

~~A Retention Money equivalent to 7.5 % of each running account bill will be deducted till final completion of the Contract. This amount will be released to the Contractor along with the Performance Security i.e. after 6(six) months) months from~~

~~Completion of the Contract period or any extension(s) thereof. Retention Money will not accrue any interest.~~

25.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

If it is found at any time that, a Bidder / Contractor has / had furnished fraudulent documents / information, the Bid Security / Performance Security shall be forfeited and the bidder / the party/the contractor shall be debarred for a period of three (03) years from the date of detection of such fraudulent act, besides legal action.

(END OF SECTION – I)

SECTION –II

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 “**Annual Maintenance Contract for Disaster Recovery Data Centre located at OIL’s Corporate office at OIL House, Plot No.19, Sector-16A, NOIDA.**”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 activities required for the successful performance of the services described under this contract.
- 1.5 Here 'Operating Area' means OIL’s Corporate office at OIL House, Plot No.19, Sector-16A, NOIDA.
- 1.6 '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.
- 1.7 ‘Contract Price’ means the price payable to the Contractor under the contract for the full and proper performance of its contractual obligations.
- 1.8 'Company's Items' means the equipment, materials and services which are to be provided by Company/Contractor at the expense of Company.
- 1.9 'Contractor's Items' means the equipment, materials and services which are to be provided by Contractor/Company at the expense of the Contractor.
- 1.10 'Commencement Date' means the date on which the Contractor starts work as per the scope of work of the Contract.
- 1.11 'Contractor's personnel' means the personnel as required to be provided by Contractor from time to time for execution of this contract.
- 1.12 ‘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 CONTRACTOR'S PERSONNEL :

- 2.1 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.

- 2.2 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.
- 2.3 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 behavior or whose employment is otherwise considered by Company to be undesirable.

3.0 GENERAL OBLIGATIONS OF CONTRACTOR:

- 3.1 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 authorized 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.
- 3.2 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 Scope of Work.
- 3.3 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 execution of the work.
- 3.4 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.
- 3.5 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.

4.0 GENERAL OBLIGATIONS OF COMPANY:

- 4.1 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.
- 4.2 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.

5.0 PAYMENT TERMS:

- 5.1 Payment against AMC charges will be paid on quarterly basis on completion of every three months AMC period. However, AMC charges towards Disaster Recovery Drill would be payable during that quarter only after successful completion of the same.
- 5.2 OIL shall make the payments as per stipulation in the tender through Electronic Transfer only. All Bank charges of bidder's Bankers shall be to their account.

6.0 LIQUIDATED DAMAGES:

The Contractor shall mobilize their personnel, equipment etc. within the specified time for commencement of services as mentioned in the notice of award of contract. In the event of the Contractor's default in timely commencement of services within the stipulated time, the Contractor shall be liable to pay Liquidated Damages at the rate of 0.5% (half percent) of the total evaluated value of the Contract per week or part thereof of delay subject to maximum of 7.5%. Liquidated damages will be reckoned from the stipulated date of commencement as defined in the notice of award of 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.

The Company also reserves the right to cancel the contract without any compensation whatsoever in case of failure to commence services within the stipulated date.

7.0 TAXES AND DUTIES:

- 7.1 All taxes whether Corporate or Personnel or any other tax excluding Service Tax will have to be borne by the Contractor. Service Tax as applicable shall be on Company's account. However, the Company will deduct income tax at source as per Indian Income Tax Act and other taxes as applicable under law.
- 7.2 The Company will not bear any responsibility nor reimburse any amount in case of duties/taxes actually levied exceeds those taken in to account by the Contractor for preparation of priced bid. Nothing in this contract shall relieve the Contractor from its responsibility to pay any tax/duty that may be levied on profits made by him in respect of the contract. The Contractor shall comply with Indian Income Tax Acts, Rules and Labour Laws framed by Central or State Government from time to time with respect to supply of manpower/sub-contractor or other contracts awarded to other parties.
- 7.3 Duties and taxes on purchases made by contractor shall entirely be borne by the Contractor. The Company will not bear any responsibility on such purchases.
- 7.4 Tax levied as per the provisions of tax rules on income derived under this contract will be to Contractor's account.
- 7.5 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.
- 7.6 Contractor shall be responsible for and pay the personnel taxes, if any, for all the personnel deployed.

- 7.7 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.
- 7.8 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.
- 7.9 Prior to start of operation under this contract, the Contractor shall furnish the Company all necessary documents, as asked for.
- 7.10 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.
- 7.11 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 SUBSEQUENTLY ENACTED LAWS :
- 8.1 Subsequent to the date of issue of letter of award of Contract, if there is a change in or enactment of any law or interpretation of existing law, which results in additional cost/reduction in cost to Contractor on account of the operation under the Contract, the Company/Contractor shall reimburse/pay Contractor/Company for such additional /reduced costs actually incurred.
- 9.0 USE OF COMPANY'S EQUIPMENT:
- 9.1 Contractor shall assume the risk of and shall be solely responsible for damage to and loss or destruction of materials and equipment or supplies furnished by Company. In case there is a loss or damage to the company's equipment for causes attributable to contractor, the contractor shall compensate the company.
- 10.0 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.
- 11.0 CONFIDENTIALITY:
- 11.1 Contractor agrees to be bound by professional secrecy and undertakes to keep confidential any information obtained during the conduct of services and to take all reasonable steps to ensure that Contractor's personnel likewise keep such information confidential.
- 11.2 This obligation shall be kept in force even after the termination date and until such information will be disclosed by Company.
- 12.0 NOTICES:

- 12.1 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 :

COMPANY
OIL INDIA LIMITED
PLOT NO. 19, SECTOR-16A,
NOIDA – 201 301
UTTAR PRADESH
Fax No. 0120-2419120
E-MAIL: corp_c&p@oilindia.in

CONTRACTOR

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

13.0 **HEADINGS:**

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

14.0 **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.

15.0 **FORCE MAJEURE :**

- 15.1 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.
- 15.2 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.
- 15.3 Should 'Force Majeure' condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence, the 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 either Party decide not to terminate the contract even under such condition, no payment would apply during the force majeure period unless otherwise agreed to.

16.0 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).

17.0 ARBITRATION :

In the event of any disagreement, dispute arising out of execution of the Contract which cannot be settle in an amicable manner between the successful bidder and Oil India Limited the matter shall be referred to Arbitration. Such arbitration shall be governed by the provisions of the Arbitration and Collection Act. 1996 of India as amended up – to – date or any statutory modification or re – enactment thereof for the time being in force. The venue of the Arbitration shall be Delhi / NOIDA.

(END OF SECTION - II)

SECTION –III

SPECIAL CONDITIONS OF CONTRACT

Oil India Limited intends to enter into a contract for “**Annual Maintenance Contract for Disaster Recovery Data Centre located at OIL’s Corporate office at OIL House, Plot No.19, Sector-16A, NOIDA**”. Some special terms and conditions of the Contract will be as under:

- 1.0 All the work shall be carried out in the best manner and wherever specifications for any item are not given, the relevant Bureau of Indian Standard Specifications shall be applicable.
- 2.0 The Contractor shall make his own arrangement for security of all his men / materials brought to site. OIL will not take any responsibility in respect of Contractor’s men / Materials.

3.0 TERMINATION OF THE CONTRACT :

The Company (OIL) reserves the right to terminate the contract, any time with 30 days written notice without assigning any reasons whatsoever. The contractor will however be paid for the period of services rendered before termination.

- 4.0 The Contractor hereby undertakes to indemnify the Company against all claims which may arise under the noted Act :

- i) Contract Labour Regulation & Abolition Act, 1970 and the rules framed there under
- ii) The Workman Compensation Act.
- iii) Payment of Wages Act.
- iv) Minimum Wages Act.
- v) Payment of Bonus Act, 1965
- vi) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- vii) AGST Act
- viii) Inter – State Migrant Workmen (Regulation of Employment and Conditions of Services) Act, 1979
- ix) Service Tax Act

or any other Act(s) or Statutes not herein above specifically mentioned having bearing over engagement of workers directly or indirectly for execution of work (Contract). The Contractor shall not make the Company liable to reimburse the Contractor for the statutory increase in the wage rates of the contract labour appointed by the Contractor. Such statutory increase in the wage rates of the Contract labour shall be borne by the Contractor.

- 5.0 The Contractor employing more that 20 (twenty) workmen on any day of the preceding 12 months shall be required to obtain requisite license at his cost from the appropriate Licencing Officer before undertaking any Contract work. The Contractor shall also observe the rules and regulations framed under the Contract Labour (Regulations & Abolition) Act.
- 6.0 Wages shall be paid by the Contractor to the workmen directly without the intervention of any Jamadars or Thekadars and that the Contractor shall ensure that no

amount by way of commission or otherwise is deducted or recovered by the Jamadars from the wages of the workmen.

- 7.0 The Company, for any reason whatsoever and of which the Company shall be the sole judge, may terminate the Contract with one month notice in writing to the Contractor and in the event of Company's so doing the clause 4.0 hereof shall prevail and the accounts between the parties will be in accordance therewith finalized.
- 8.0 The Contractor will not be allowed to construct any structure (for storage / housing purpose) with thatch, bamboo or any other inflammable materials within the OIL's premises or other fenced area of the Company.
- 9.0 The Contractor shall ensure that all men engaged by him are provided with appropriate protective clothing and safety wear in accordance with appropriate Governmental regulations. The Company's representative shall not allow / accept those men who are not provided with the same.
- 10.0 In order to promote, safeguard and facilitate the general, operational economic interest of the Company, during the continuance of this agreement the contractor hereby agrees and under takes not to take any direct or indirect interest and / or support, assist maintain or help any person or persons engaged in antisocial activities, demonstrations , riots or in any agitation prejudicial to the Company's interest and any such event taking shape or form at any place of the Company's work and its neighborhoods.
- 11.0 In case of any doubt or dispute as to the interpretation of any Clause herein contained the decision of the Company's authorized personnel shall be final and binding on the Contractor.

12.0 **LIABILITY**

- 12.1 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 therefrom.
- 12.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, sub-contractors 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.
- 12.3 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.

- 12.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its underwriters 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.
- 12.5 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.
- 12.6 Neither Contractor nor its servants, agents, nominees, assignees, contractors, subcontractors shall have any liability or responsibility whatsoever to whomsoever or 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.
- 12.7 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.
- 12.8 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.

13.0 CONSEQUENTIAL DAMAGE

- 13.1 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.

14.0 WITH-HOLDING

14.1 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 the Contract.
- (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) Damage to another Contractor of Company.
- (g) All claims against Contractor for damages and injuries, and / or for non-payment of bills etc.
- (h) 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, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.

(i) With-holding will also be effected on account of the following :

- 1) Garnishee order issued by a Court of Law in India.
- 2) Income-tax deductible at source according to law prevalent from time to time in the country.
- 3) 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 .

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

14.3 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.

15.0 MISCELLANEOUS PROVISIONS

15.1 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.

15.2 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.

16.0 EMPLOYMENT OF OFFICIAL/PERSONNEL OF THE COMPANY

- 16.1 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.

(END OF SECTION – III)

SECTION –IV

SCOPE OF WORK

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C	TECHNICAL BID FORMAT	

SECTION - A

Definitions

In this document, the following terms shall have following respective meanings:

1. **“Acceptance Test Document”** means a mutually agreed document, which defines procedures for testing the DRDC against requirements laid down in the Agreement.
2. **“Agreement”** means the Agreement to be signed between the successful bidder and OIL including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the RFQ, the bid offer, the acceptance and all related correspondences, clarifications, presentations.
3. **“AMC Services”** means Annual Maintenance service rendered by the bidder for the Scope of the RFQ.
4. **“Authorised Representative”** shall mean any person authorised by either of the parties.
5. **“OIL”** means Oil India Limited, Government of India Enterprise under the Administrative Control of Ministry of Petroleum & Natural Gas.
6. **“Bidder”** means any firm offering the solution(s), service(s) and /or materials required in the RFQ. The word Bidder when used in the pre award period shall be synonymous with Bidder or operator or service provider, and when used after award of the Contract shall mean the successful Bidder or operator or service provider with whom OIL signs the agreement for rendering of services, the successful bidder becomes **“Vendor”**.
7. **“Contract”** is used synonymously with Agreement.
8. **“Corrupt Practice”** means the offering, giving, receiving or soliciting of anything of value or influence the action of an official in the process of Contract execution.
9. **“DC”** means OIL’s Data Center located at Duliajan, Assam
10. **“DCO”** means Data Centre Operator
11. **“Default Notice”** shall mean the written notice of Default of the Agreement issued by one Party to the other in terms hereof.
12. **“DRDC”** means Disaster Recovery Data Center located on 3rd Floor of Plot No.19, Sector-16A, Noida-201301, Uttar Pradesh
13. **“Fraudulent Practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the OIL of the benefits of free and open competition.
14. **FMS** means Technology Facility Management Services to be provided by the bidder at specified locations as per the RFQ requirements.
15. **“GoI”** means Government of India.

16. **“Good Industry Practice”** shall mean the exercise of that degree of skill, diligence and prudence which would reasonably and ordinarily be expected from a reasonably skilled and experienced Bidder engaged in the same type of undertaking under the same or similar circumstances.
17. **"Law"** shall mean any Act, notification, bye law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and/ or the Government of Uttar Pradesh or any other Government or regulatory authority or political subdivision of government agency.
18. **“LOA”** means issuing of Letter of Award, which shall constitute the intention of the Tenderer to place the Work Order with the successful bidder.
19. **“Maintenance Period”** shall mean the period from the date of signing of the Agreement and up to its expiry.
20. **"Party"** means OIL or Bidder, individually and “Parties” mean OIL and Bidder, collectively.
21. **“Period of Agreement”** means 2 years from the date of signing of contract acceptance and FMS.
22. **“Proposal”** means the Technical Proposal and the Commercial Proposal.
23. **“Request for Quotation (RFQ)”**, means the detailed notification seeking a set of solution(s), services(s), materials and/or any combination of them.
24. **“Requirements”** shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the RFQ.
25. **“Site”** shall mean the location(s) for which the Contract has been issued and where the services shall be provided as per agreement.
26. **“SLA”** means Service Level Agreement entered between OIL and the bidder for provision of services as per this RFQ.
27. **"Service"** means provision of Contracted service viz., operation, maintenance and associated services for DRDC as per this RFQ.
28. **"Service Down Time" (SDT)** means the time period when specified services/ network segments with specified technical and operational requirements as mentioned

in this document are not available to OIL. The network shall be operational on all days of a year and 24-hours/ day with in the uptime specified in the Service Level Agreement (SLA). The DRDC is considered as operational when all facilities at DRDC are working, providing all/ specified services as mentioned in full capacity.

- 29. **“Termination Notice”** means the written notice of termination of the Agreement issued by one Party to the other in terms hereof.
- 30. **“Uptime”** means the time period when specified services/network segments with specified technical and service standards as mentioned in this RFQ are available to OIL. The uptime will be calculated as follows: Total time in a quarter (in minutes) less total Service Down time (in minutes) in the quarter.
- 31. **“%Uptime”** means ratio of 'up time' (in minutes) in a quarter to Total time in the quarter (in minutes) multiplied by 100.
- 32. **“RPO”** Recovery Point Objective
- 33. **“RTO”** Recovery Time Objective
- 34. **“Requirements”** shall mean and include schedules, details, description technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the RFQ.
- 35. **“Site”** shall mean the location(s) for which the Contract has been issued and where the services shall be provided.
- 36. **“SAN”** Storage Area Network
- 37. **“SLA”** means Service Level Agreement entered between provision of services as per this RFP.
- 38. **“Service Down Time”** (SDT) means the time period when specified services/network segments with specified technical and operational requirement
- 39. **“QMC”** means Quarterly Maintenance Charges
- 40. **“Similar Work”** :means providing maintenance service of Tier II datacenter/ Disaster Recovery Data Centre equipment like HP Unix servers (both high end, low end) , HP unix cluster, Windows servers, HP SAN Storage (XP Storage or high end), HP Tape Library and Cisco Networking items in SAP environment through a single AMC maintenance.
- 41. **“Non-Availability”** Is defined as, the service is not available
- 42. **“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.

43. “**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.
44. “**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.
45. “**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.
46. “**Response Time**” Represents the period of time from the problem occurrence to the time when the problem is first attended by the Bidder’s engineer.
47. “**Critical service**” Is defined as, 99% service availability mentioned in Clause 4.0

SECTION - B

TERMS OF REFERENCE/ TECHNICAL SPECIFICATIONS

1.0 Preamble:

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).

Present DR solution is fully compatible with the application/systems of Primary Data Centre and meets DR functionalities seamlessly. 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 20 MBPS bandwidth with redundant connectivity between DC and DR site is available.

The Bidder may make a visit to the DRDC site with prior appointment for seeking any clarifications, prior to submission of bid.

2.0 **Scope of work**

2.1 The scope of the work is to maintain the items at DRDC such as, HP-UX and Windows servers, SAN Switches, XP Storage, Tape Library, Network items and infrastructure items as listed in Annexure-I.

2.2 As part of Business Continuity Plan of OIL, the bidder shall carry out periodic Disaster Recovery Drill/testing as per schedule. In case of actual disaster at the Primary Data Center at Duliajan, all emergency measures should be put in place to activate the DRDC as production site so as to meet the desired RTO.

2.3 The bidder is required to place one trained Engineer in HP-UX, Cluster, XP SAN and HP 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.

2.4 Support to SAP Application, Database maintenance. Solution shall be provided by the bidder on call basis as per need.

2.5 **Period of Contract:** The Annual Maintenance contract would be for a period of two years with a provision for extension for a further period of one year at the same rates, terms and conditions.

2.6 **Details of Maintenance Services:**

- 2.6.1 Hardware and Software maintenance service
- 2.6.2 Network items maintenance service
- 2.6.3 Infrastructure items maintenance service
- 2.6.4 Disaster Recovery Drill /Actual Disaster Service
- 2.6.5 Facility Management Service

The successful bidder shall be solely responsible for all the above services.

2.6.1 Hardware and Software Maintenance Service

2.6.1.1 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 AMC. **HP's Mission Critical or equivalent support** should be provided by the bidder for high availability of systems of production environment.

2.6.1.2 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.

2.6.1.3 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

2.6.1.4 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.

2.6.1.5 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

2.6.1.6 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.

2.6.1.7 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.

2.6.1.8 **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.

2.6.1.9 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.

2.6.1.10 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.

2.6.1.11 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 AMC.

2.6.1.12 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.

2.6.1.13 Server Management and Administration Service:

- 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-I
- v. Installation and upgrade of Operating System, service packs and patch management
- 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.

2.6.1.14 XP SAN Storage Management Service:

- 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

2.6.1.15 Backup and Recovery Management: Bidder 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

2.6.1.16 Personnel: To manage the jobs within the DRDC as per the service levels, the Bidder is required to place the following resources at OIL's data centre having at least 2 years of experience. The SAP Basis Consultant Team / Cisco Certified Network maintenance engineers' and all other team members shall be permanently based in bidder's office at Delhi NC Region that would be involved in the maintenance at mutually agreed frequency and also during Disaster Recovery Drill exercise/ Actual Disaster. The bidder will provide the bio-data of the personnel to be deployed.

2.6.1.16.1 On-site Engineer: One trained Engineer in HP/UX, Cluster, XP SAN and HP Data Protector for System Administration and repair/maintenance of the Itanium, 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

2.6.1.16.2 On-call SAP BASIS Consultant: The bidder shall provide SAP BASIS certified consultant with knowledge of Oracle 11g to support DR functionalities on call basis.

However, the Consultant shall visit the DRDC site at mutually agreed frequency to carry out Health Check up and submit a report in the desired format.

2.6.1.16.3 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 week.

2.6.2. Network Items Maintenance Service

2.6.2.1 The bidder shall provide Comprehensive maintenance service of all network items listed in Annexure-I, 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

2.6.2.2 To make configuration changes as and when required as per OIL's requirement and keep back up of all configuration with version control.

2.6.2.3 A Cisco Certified 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- I, 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.

2.6.2.4 The Cisco CSC SSM license is currently valid up to May 2014 and the bidder shall renew the license periodically. The license fee shall be indicated in the Price Schedule.

2.6.3 Infrastructure Maintenance Service

2.6.3.1 The bidder shall provide Comprehensive maintenance service of all items listed in Annexure-I, including supply of spares and consumables of

- i. 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.
- ii. Emerson Precision Air Conditioning systems including quarterly preventive maintenance, filling of gas, filter replacement, etc., as and when required.
- iii. Isolation transformer,
- iv. Honeywell's Access control system along with CCTV, Fire protection system and VESDA system,

- v. BMS System integrated with other devices,
- vi. Gas based NOVEC 1230 fire suppressant,
- vii. Bry Air system including replacement of consumables, like, filter and media, etc., as and when required.
- viii. ECM Device complete with replacement of silver and copper sensor strips, as and when required.
- ix. Complete electrical fitting, panels, MCBs, etc., including replacement/ repair of defective parts and cable, as and when required, during the AMC Period, as part of AMC charges.

2.6.4 Disaster Recovery Drill/ Actual Disaster Service:

2.6.4.1 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 bidder 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.

2.6.4.2 The Disaster Recovery drill need to be carried out periodically to validate the DR functionalities in terms of desired RTO. The bidder shall carry out the first Disaster Recovery Drill preferably within six months from the date of commencement of this Contract.

2.6.4.3 The DR functionality needs to be tested individually for each landscape, i.e., ECC6, BW, EP Portal, SRM and Solution Manager once a year.

2.6.4.4 The integrated testing of all landscapes i.e., ECC6, BW, EP Portal, SRM and Solution Manager shall be carried out once a year. The bidder shall indicate the tentative date and time of this testing in consultation with OIL.

2.6.4.5 In case DR testing is not conducted for the entire year, appropriate penalty as per the penalty clause will be levied.

2.6.4.6 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.

2.6.5 Facility Management Service

2.6.5.1 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.

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

2.6.5.2.1 The bidder shall be required to deploy one 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.

2.6.5.2.2 General Qualification and Experience of Resources: The resources deployed for the job must have suitable qualification and experience 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 with a week.

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

3.0 Service level Requirement

3.1 The following set of Service levels is defined for the DRDC site. These Service levels are defined as the minimum requirement. These services are associated with penalty clause to have desired Uptime availability and delivery of service to OIL.

Maintenance Service	Severity	Response Time	Recovery Time	Resolution Time
SAP ECC6 and SRM Server Production Environment BW, Solution Manager and EP Production Servers 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

3.2 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 Bidder's engineer.

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

3.3 Uptime and Downtime Calculation

3.3.1 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 Bidder's (or Service provider's) failure to exercise due care in performing Bidder'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 Bidder. 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).

3.3.2 Downtime Calculation:

3.3.2.1 The recording of downtime shall commence at the time of registering the call with the Bidder, Field Engineers for any downtime situation for the equipment.

3.3.2.2 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 Bidder.

3.3.2.3 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 Bidder for remedial.

3.3.2.4 The site engineer will maintain logs for downtime and shall be signed by both site engineer and OIL personnel for calculation of penalty.

3.4 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	

3.5 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 and EP Production Servers, web dispatcher	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 fall 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	If one of the router is	

Maintenance Service	Non Availability	Severity 1	Severity 2
	down	down	
	If both the Central switches in the data center fail	If one of the central switches in the data center fail	
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		

3.6 **Recovery Time Objective (RTO) for Actual Disaster:**

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

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

4.0 **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, Data Center Network, SAN	Systems hardware, Software, OS, related storage Sub systems, SAN availability to support Application	99	<ul style="list-style-type: none"> 2% of QMC for less than 99% 4% of QMC for less than 98%

Service	Measurement	Expected Minimum Uptime Availability in %	Penalty Criteria based on the Actual Uptime Availability
storage, SAN switch, Backup solution (includes Tape library),	Execution. Application server, UPS availability		<ul style="list-style-type: none"> • 10% of QMC for less than 97%
<u>Critical service:</u> 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%
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%

4.1 Calculation of Penalty

4.1.1 Total Penalty shall be calculated as per following calculation:

- 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.
- Penalty for unauthorized absence of onsite Service Engineer will be @ Rs.1,000/- per day
- Penalty deduction for unauthorized absence of FMS Engineer will be @ Rs.1000/- per day.
- Total annual penalty shall not exceed 15% of the total annual Charges.

- v. In case DR testing of the entire landscape is not conducted for the entire year, maximum annual penalty i.e. 15% of the total annual Charges will be levied.
- vi. In case DR testing of the entire landscape is not conducted for two years, Performance Bank Guarantee will be invoked, in addition to the levy of maximum penalty.
- vii. In case the desired RTO is not met during actual disaster, maximum annual penalty, i.e., 15% of the total annual charges will be levied.

5.0 **Payment Terms**

5.1 Payment against AMC charges will be paid on quarterly basis on completion of every three months AMC period. However, AMC charges towards Disaster Recovery Drill would be payable during that quarter only after successful completion of the same.

6.0 **Special Terms and Conditions**

6.1 The bidder shall provide documentary proof of back-to-back support with HP, Cisco and Emersion at the beginning of each year of AMC.

6.2 Before commencement of each year's AMC, the successful bidder shall provide documentary proof of back-to-back support for the AMC with HP for the Itanium and Intel based servers, SAN Storage, Tape Library, HP-UX backup software like, Data Protector, Continuous Access Journal, Business Copy, SWSM and other associated software.

6.3 Before commencement of each year's AMC, the successful bidder shall provide documentary proof of back-to-back support with Emerson for maintenance of Precision ACs and UPS including Battery Bank complete with replacement of batteries, if and when the need arises.

6.4 Before commencement of each year's AMC, the successful bidder shall provide documentary proof of being a Partner of Cisco or enter into an agreement with Cisco authorized Partner/ System Integrator having experience in proactive maintenance / configuration of Routers, Firewall, Switches and other networking accessories within the DRDC

6.5 Before commencement of each year's AMC the successful bidder should provide the bio data of SAP Basis Consultant Team / Cisco Certified Network maintenance engineer team and all other team members.

6.6 A quarterly review meeting would be held at the bidder's or OIL's premises as per mutual agreement and bidder shall present his uptime analysis, achievements, findings and future way forward.

6.7 The bidder shall provide a problem escalation matrix timeline complete with mobile numbers and email addresses

6.8 The bidder at his own cost shall arrange the clearance of the spare parts, equipment etc. for customs and port authorities in India and shall pay all requisite duties including customs duty, demurrages, if any, clearance fees, charges, post fees, clearing and forwarding agent fees/ charges, inland transport charges etc. Company will provide all reasonable assistance but the responsibility for clearance will rest on the Bidder.

6.9 The bidder shall ensure availability of mobile phone to on call Support Engineers

6.10 No cannibalization of any equipment will be permitted to carry out the maintenance services. The parts/ components/ sub-assemblies used for repair/ replacement by the contractor will be of the same/ equivalent or higher make and functional capability as originally available in the systems.

6.11 The bidder shall have to provide his own maintenance equipment, including ethernet punching tools, crimping tools etc., for various types of connectors and other test and measuring equipment to engineer for carrying out the maintenance as and when required.

6.12 OIL shall provide access to the locations where the contracted equipment is installed so as to facilitate the maintenance of the same. The access will also be provided to the manuals for the purpose, if available with OIL, for maintenance of the contracted systems and software.

6.13 The bidder shall carry a delivery challan for all the spares which are brought inside OIL's premises

6.14 The bidder shall be permitted to take the defective part(s) out of OIL's premises only after replacement with new part(s) and after issuance of gate pass by the authorised OIL's personnel.

6.15 The successful bidder has to sign a confidentiality agreement with OIL as per Information Security Policy of OIL.

Annexure: I

A. UNIX SERVERS

A1. ECC Server

SL No	System	Qty	Model	RAM	No. of CPU	No. of Disk	IO Adapters
1	DB / CI Server (OILECCCI)	1	Rx7640	32GB	3 Dual Core	2x140GB boot (Mirrored)	<ul style="list-style-type: none"> • 10/100/1000 Mbps Ethernet interface card with RJ 45 port – 2 nos. • SCSI Adapters with external port – 1 no. • 10GE fiber interface card – 2 nos. • Gbit FC Host bus Adapters – 4 nos.
2	DB failover/App Server (OILECCDB)	1	Rx6600	24GB	3 Dual Core	2x140GB boot (Mirrored)	<ul style="list-style-type: none"> • 10/100/1000 Mbps Ethernet interface card with RJ 45 port – 2 nos. • SCSI Adapters with external port – 1 no. • 10GE fiber interface card – 2 nos. • Gbit FC Host bus Adapters – 4 nos.
3	High availability cluster for Sl. No. 1 & 2	With following features: <ul style="list-style-type: none"> • Gigabit Ethernet link for Cluster connectivity • Connectivity for the cluster through HP MC Service Guard extension software for SAP • Separate heartbeat connection between servers • Automatic cluster failover. Seamless failover without manual intervention. 					
4	ECC App Servers	2	Rx3600	16GB	2 Dual Core	2x140GB boot (Mirrored)	<ul style="list-style-type: none"> • 10/100/1000 Mbps Ethernet interface card with RJ 45 port – 2 nos. • SCSI Adapters with external port – 1 no.
SL No	System	Qty	Model	RAM	No. of CPU	No. of Disk	IO Adapters
5	ECC Development Server	1	Rx2660	12GB	1 Dual Core	2x140GB boot (Mirrored)	<ul style="list-style-type: none"> • 10/100/1000 Mbps Ethernet interface card with RJ 45 port – 2 nos. • SCSI Adapters with external port – 1 no. • Gbit FC Host bus Adapters – 2 nos.

A2. SRM Server

SL No	System	Qty	Model	RAM	No. of CPU	No. of Disk	IO Adapters
1	DB / CI Server (SRMPRODCI)	1	Rx6600	24 GB	2 Dual Core	2x140 GB boot (Mirrored)	<ul style="list-style-type: none"> • 10/100/1000 Mbps Ethernet interface card with RJ 45 port – 3 nos. (6 ports) • SCSI Adapters with external port – 1 no. • Gbit FC Host bus Adapters – 4 nos.
2	DB failover/ App Server1 (SRMPROddb)	1	Rx3600	24 GB	2 Dual Core	2x140 GB boot (Mirrored)	<ul style="list-style-type: none"> • 10/100/1000 Mbps Ethernet interface card with RJ 45 port – 3 nos. (6 ports) • SCSI Adapters with external port – 1 no. • Gbit FC Host bus Adapters – 4 nos.(4 ports)
3	High availability cluster for Sl. no. 1 & 2	With following features: <ul style="list-style-type: none"> • Gigabit Ethernet link for Cluster connectivity • Connectivity for the cluster through HP MC Service Guard extension software for SAP • Separate heartbeat connection between servers Automatic cluster failover. Seamless failover without manual intervention.					
SL No	System	Qty	Model	RAM	No. of CPU	No. of Disk	IO Adapters
4	SRM Dev Server (SRMDEV)	1	Rx3600	16GB	2 Dual Core	2x140 GB boot (Mirrored)	<ul style="list-style-type: none"> • 10/100/1000 Mbps Ethernet interface card with RJ 45 port – 4 nos. - > 5 Cards with 2 ports being used • SCSI Adapters with external port – 1 no. • FC HBA - 1 card (2 ports)
5	SRM DEV Portal (SRMDEVJ)	1	Rx2660	12 GB	1 Dual Core	2x140 GB boot (Mirrored)	<ul style="list-style-type: none"> • 10/100/1000 Mbps Ethernet interface card with RJ 45 port – 2 nos. • Ultra320 SCSI Adapters with external port – 1 no. • 2 Gbit FC Host bus Adapters – 2 nos. - 2HBA cards (4 ports)

A3. BWServer

SL No	System	Qty	Model	RAM	No. of CPU	No. of Disk	IO Adapters
1	BW Production Server (BWPROD)	1	Rx2660	12 GB	1 Dual Core	2x140 GB boot (Mirrored)	<ul style="list-style-type: none"> • 10/100/1000 Mbps Ethernet interface card with RJ 45 port – 2 nos. • SCSI Adapters with external port – 1 no. • Gbit FC Host bus Adapters – 2 nos. - 2 HBA (4 ports)

A4. Solution Manager Server

SL No	System	Qty	Model	RAM	No. of CPU	No. of Disk	IO Adapters
1	Solution Manager Production (SMPROD)	1	Rx2660	12 GB	1 Dual Core	2x140 GB boot (Mirrored)	<ul style="list-style-type: none"> • 10/100/1000 Mbps Ethernet interface card with RJ 45 port – 2 nos. • SCSI Adapters with external port – 1 no. • SCSI Adapter connected to MSA- 1 no. • Gbit FC Host bus Adapters – 2 nos.

A5. Enterprise Portal Server

SL No	System	Qty	Model	RAM	No. of CPU	No. of Disk	IO Adapters
1	EP Server (OILEPU) (EPDEVU)	2	Rx2660	12 GB	1 Dual Core	2x140GB boot (Mirrored)	<ul style="list-style-type: none"> • 10/100/1000 Mbps Ethernet interface card with RJ 45 port – 2 nos. • SCSI Adapters with external port – 1 no. • 2 Gbit FC Host bus Adapters – 2 nos. - 2 HBA Cards (4 ports)

A6.Backup Server

SL No	System	Qty	Model	RAM	No. of CPU	No. of Disk	IO Adapters
1	Backup Server	1	Rx2660	16 GB	2	2x140GB	<ul style="list-style-type: none"> • 10/100/1000 Mbps Ethernet interface card with RJ 45 port – 2 nos. • SCSI Adapters with external port – 1 no. 2 Gbit FC Host bus Adapters – 4 nos. -1 FC HBA (2 ports)

B. INTEL Servers

SL No	System	Qty	Model	RAM	No. of CPU	No. of Disk	IO Adapters
1	Category 1:	8	DL380G5	8 GB	1 Intel Dual Core CPU @ 3.00GHz	2x140 GB + 4x140GB (OS in Raid 1 + Data in Raid 5)	• PCI Ethernet Giga LAN port – 2 nos. • SCSI Adapters with external port – 2 nos.
2	Category 2:	4	DL380G5	16 GB	2 Intel Dual Core CPU @ 3.00GHz	2x140 GB + 4x140GB (OS in Raid 1 + Data in Raid 5)	• PCI Ethernet Giga LAN port – 2 nos. • SCSI Adapters with external port – 1 no. • Gbit FC Host bus Adapters – 2 nos.

C. SAN Storage

Description	Capacity	Comments
HP Server Model Rack Mounted		
▶ XP24000 Capacity	20TB Raw	72 x 300GB, 10K drives and 2 spare drives
▶ XP24000 Scalability	30TB	
▶ XP24000 Cache	24GB	
▶ XP24000 Shared Memory	6GB	
▶ XP24000 Front-end Ports	24	4 ports for Replication and 20 ports for Backup and Production
▶ XP24000 Back-end Loops	16	16 loops
▶ XP24000 Continuous Access (Replication software)	2TB	2TB license for replication
▶ XP24000 Business copy software	10TB	

C2. FC-IP router and SAN Switches

Description	Quantity	Comments
HP Server Model Rack Mounted		
MPR and SAN Switches		
▶ HP B Series 4/ 32 SAN switches	2 nos.	32 port SAN switch. All ports are populated.
▶ MPR Router	2 nos.	Each router with 16 FC ports and 2 IP ports (FC Media)
▶ Trunking License	4 nos.	
▶ Extended Fabric License	4 nos.	

C3. Host based Replication and other Storage accessories

Description	Quantity	Comments
HP Server Model Rack Mounted		
Host Based Replication and other storage accessories		
▶ Storage Mirroring software License	24 nos.	License for 12 numbers of Windows server replication.
▶ Host based Mirroring software for R/3 Development server	2 nos.	
▶ LTO-4 drives	2 nos.	
▶ SCSI card for LTO-4 drives	4 nos.	

D. Backup Solution**Backup Software:** HP Open View – Version 6.11

XP24000 DKC	XP24000 Array Configuration					
Shared Memory	Cache	CHA	DKA	Disk Type	RGs	Spare
6GB	24 GB	1X 8 Port, 4G HBA	1set	GB 10 K	18	2
		1X16 Port, 4G HBA				

D1. Tape Library – EML245e and Backup software

Description	Quantity	Comments
HP Server Model Rack Mounted		
EML 245e and Data Protector		
▶ EML 245e Drives – LTO 4and Slots	6 drives & 245 slots	Scalable up to 442 slots
▶ Data Protector Drive License	6	
▶ Data Protector Cell Manager	1	
▶ Data Protector Zero Down time backup License	10	License for backup through business copy
▶ Data Protector online extension License	10	License for Database Backup

External Tape Drives	Sl. #
HP Storage 1840	2S604500AG
HP Storage 1840	USE0835017
HP Storage 1840	2S68360007
HP Storage 1840	USE0840002
HP Storage 1840	USE0835015
HP Storage 1840	USE0835018
HP Storage 1840	USE0835016

HP External LTO Tape Drive for Servers 1840	2 Drives for six 1840 chassis and 1 drive for single 1840 chassis
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E. Network Items

Sl. No.	Item	Quantity
1	Server Farm Switch Cisco WS-C6506-E-FWM-K9 with Redundant SUP	1
2	Core Switch: Cisco WS-C4507R	1
3	Firewall DMZ switch for local LAN Cisco WS-C2960G-48TC-L	1
4	MPLS & VSAT connectivity switch Cisco WS-C2960G-24TC-L	1
5	Internet Firewall Cisco ASA5520-CSC20-K9 with CSC-SSM Module	1
6	Core Firewall Cisco ASA5540-AIP20-K9	1
7	AAA server Cisco CSACSE-1113-K9	1
8	Security Management Software Cisco CSMMPR50-3.1-K9	1

SAP Router - 1	PC with 2 Nos. Ethernet interface cards
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XP Software Licenses			
BC	Cnt_Ac Sync	Cnt_Ac-async	Cnt_AcJrnl
10 TB	2 TB	2 TB	2 TB
INFRASTRUCTURE ITEMS			
Network Power (I-Trust) 60 KVA UPS			
1	Emerson Network Power UPS		
2	Emerson Network Power UPS		
Battery Bank			
	Rocket 12V/120 AH Batteries		
Precision Network Power AC 8.5 T			
1	PAC-(PEX - 130 - FA - 100)		
2	PAC-(PEX - 130 - FA - 100)		
3	PAC-(PEX - 130 - FA - 100)		
Comfort AC			
1	00CDU181YC		
2	00CDU121YC		
3	00KCD301R		
4	00KCD301R		
Air & Gas Purification Unit			
	BPU - 1000 - T - V - 2		
	BPU -500 - T - V - 3		
	ECM Device		
Fire & Security			
	VESDA System		
	Rodent Repellent System		
	Camera		
	CCTV		
	Bio-metric Access Control		
	Proximity Card Reader		
	Fire Alarm System		
Electrical:			
	Electrical Control Panel & MCB		

SOFTWARE
HPUX Vi3
Windows 2003/2008 Server
Central Backup management suite - HP Open view Data Protector 6.11 - Backup Software
Storage works Storage Mirroring (SWSM) Server Edition v5.1 Software (SM application manager v5.1, SM Report Center v5.1 and SM Enterprise install console v5.1)
Oracle 11g

Licenses
Cell Manager for all platforms
Tape drive for SAN / all platforms
Extension for ONE 61-250 Slot Library
On-line Extension for ONE UNIX system
Zero Downtime Backup for 1 TB HP StorageWorks XP
HP's M/C Serviceguard clustering software
HP Serviceguard Extension for SAP (SGeSAP)

SECTION - C

TECHNICAL BID FORMAT

Description	Agree / Disagree
Scope of Work	
Service Level Requirement	
Penalty Measurement	
Payment Terms	
Special Terms and Conditions	

SEAL OF COMPANY / FIRM

(Authorised Signatory of the Bidder)

Name: _____

Designation: _____

Company/Firm: _____

Date:

(END OF SECTION – IV)

SECTION – V

COMMERCIAL BID FORMAT

Sl. No.	Description	UOM	Qty	Unit Price (in Rs.)	Total Price (in Rs.)
1	Hardware & Software maintenance service	Quarter	8		
2 (i)	Network items maintenance service	Quarter	8		
2 (ii)	Cisco CSC SSM License	Yearly	2		
3 (i)	Infrastructure items maintenance service	Quarter	8		
3 (ii)	Cost of Replacement 120 AH Battery – Make Rocket or equivalent	No.	60		
4	Disaster Recovery Drill Service	No.	4		
5	Facility Management Service	Quarter	8		
6	Actual Disaster Scenario	No.	1		
7	Others				
Service Tax (bidder to quote in %)					
Any other applicable taxes, if any (bidder to quote in %)					
Grand Total Value including Taxes (in Rs.)					

Notes:

- The Bidders shall indicate the applicable taxes towards services of Annual Maintenance 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 AMC charges,
- The bidder shall bear all Income, Service, Corporate Taxes etc. towards the services provided under AMC and shall be deducted at source at the time of releasing the payment.

(END OF SECTION – V)

SECTION – VI

FORM OF BID SECURITY (BANK GUARANTEE)

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted his bid dated (Date) _____ **for Annual Maintenance Contract for Disaster Recovery Data Centre located at OIL's Corporate office at OIL House, Plot No.19, Sector-16A, NOIDA** (hereinafter called "the Bid").

WE KNOW ALL MEN by these presents that We (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "the Bank") are bound unto Oil India Ltd (hereinafter called "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 common seal of the Bank this _____ day of _____, 2014.

THE CONDITIONS of this obligation are:

- (1) If the Bidder withdraws his Bid during the period of bid validity specified by the bidder
- (2) If the Bidder, having been notified of the acceptance of his Bid by the Company during the period of Bid validity :
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, on tender document;
or
 - (b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders on tender documents.
- (c))furnish fraudulent document/information in their bid.

We undertake to pay to Company up to the above amount upon receipt of its first written demand, (by way of letter/fax/e-mail) 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 one or all of the above conditions specifying the occurred condition or conditions.

This guarantee will remain in force up-to and including the date (date of expiry of bank guarantee should be minimum 30 days beyond the validity of the bid) any demands in respect thereof should not reach the bank not later than the above date.

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

Date :

Signature of issuing authority of Bank with
designation seal and seal of the bank.

(END OF SECTION-VI)

SECTION – VII

FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

To : (Name of Company_____)
(Address of Company_____)

WHEREAS (Name and address of Contractor)_____ (hereinafter called as "Contractor") had undertaken, in pursuance of Contract No. _____ dated _____ 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 by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee, NOW HEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of (Amount of Guarantee) * _____ (in words)_____ such sum 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 the 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 modifications of the terms of the contract or of the work to be performed there-under or of any of the contract documents which may be made between you and Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee is valid until the date (.....) six months after Contract completion.

SIGNATURE & SEAL OF THE GUARANTOR

Name of Bank
Address
Date

* An amount is to be inserted by the Guarantor, representing the percentage of the Contract price specified in the forwarding letter, and denominated either in the currency of the Contract or in a freely convertible currency acceptable to the Company.

NOTE : Bidders are NOT required to complete this form while submitting the Bid.

(END OF SECTION-VII)

SECTION – VIII

SAMPLE FORM OF AGREEMENT

THIS AGGREETMENT is made on the day of..... 2014, 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 acceptance 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 Acceptance,
 - c) The said Bid and Appendix,
 - d) The Technical Specifications ,if any
 - e) The Priced Bid and Quantities,
 - g) The Schedules of Supplementary Information, if any
 - h) The Special Conditions of Contract and
 - i) The General Conditions of Contract
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:

(END OF SECTION - VIII)

SECTION – IX

BID REJECTION CRITERIA / BID EVALUATION CRITERIA (BRC/BEC)

1.0 BID REJECTION CRITERIA(BRC)

I. TECHNICAL:

- 1) **Bidder's Experience:** The bids should conform generally to the terms and conditions given in the bidding documents. Notwithstanding the general conformity of the bid, the following requirements will have to be particularly met by the bidders, without which the same will be considered non-responsive and rejected:

A) Bidder must have relevant experience of maintaining HP Mission critical data centre with PSUs/ MNCs/ State or Central Government organizations/ Public Limited companies in last 7 (Seven) years preceding bid opening date.

Bidder should have **successfully completed** similar works of value-

1. Single contract of minimum value of Rs. 3.53Crore
OR
2. Two contracts of minimum value of Rs.2.2Crore each
OR
3. Three contracts of minimum value of Rs.1.77Crore each

Notes:

i) **Definition of "Similar Work":** Providing maintenance service of Data Center / Disaster Recovery Centre hosting SAP applications with HP's Mission Critical Support.

ii) Bidders may also submit documentary evidence of similar contracts that are ongoing as on Bid Closing Date. Relevant documents for ongoing contracts: relevant documents showing evidence of payments amounting to the above figures against the same.

B) Average annual financial turnover during the last 3 (three) financial years, ending 31st March 2014, should be at least Rs.1.32Crore

For proof of Annual Turnover, any one of the following documents/ photocopies may be submitted along with the bid:

- i) A certificate issued by a practising Chartered/ Cost Accountants Firm with membership no. and firm registration no. certifying the Annual and nature of business.
- ii) Audited Copy of Profit and loss account for last 03 (three years) ending March'2014.

For proof of requisite experience, any one of the following documents/photocopies may be submitted along with the bid:

- i) Copy of Certificate of Completion (COC) / Certificate of Payment (COP) of Jobs successfully completed, ending bid closing date, showing gross value of job done.

ii) Certificate issued by PSUs / MNCs / State or Central Government organizations / Public limited companies in last 7 (seven) years ending Bid Opening Date clearly showing the following:

a) Gross value of the job done and

b) Nature of Job done

c) Contract Period.

d) Contract Number and Date

The bidder must agree vide **Annexure II** that he has complied with the clauses A and B as mentioned above.

2) The OEMs (HP, Cisco and Emersion) must provide authorizations to the bidder authorizing him 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 vendor to Oil India Limited. The authorization letters from the OEMs have to be submitted along with the bid by the bidder.

3) Bidders have to submit a declaration as per **Annexure - III**.

II. COMMERCIAL :

1. Bidders must quote their offer in accordance with Commercial/ Price Bid format. Bids received in any other form will be rejected. Bids must be submitted under single stage two bid system as per procedure described vide para 6.0 of Covering Note.
2. Bids with validity less than 180 days beyond scheduled Bid Closing Date will be rejected.
3. Bid Security in original must reach the office of Chief Advisor(C&P), Oil India Limited, Plot No.19, Sector-16A, NOIDA –201301 before the bid closing date and time, otherwise, bid will be rejected. Scanned copy of this Bid Security should also be submitted /uploaded online along with the un-priced (Technical) Bid. Bidders shall furnish the “Bid Security” for the amount as specified in the ‘Covering Note.’ Bid Security if submitted in the form of Bank Guarantee, then the Bank Guarantee must be valid up to 30 days beyond stipulated bid validity as per tender. Any bid not accompanied by bid security or bid security with inadequate validity will be rejected.
4. Bids received in physical form, but not uploaded in OIL’s e-Tender Portal will be rejected.
5. Any Bid containing a false statement shall be rejected.
6. The system will not permit to submit any bids after the scheduled bid closing date and time.
7. The rate quoted by Bidders must be held firm during the term of the contract and not be subjected to any variation except as per the provisions of the contract. Bids with adjustable price terms will be rejected.
8. There must be no exception to the following Clauses including sub-clauses, as applicable; otherwise the Bid will be rejected.

- Performance Security Deposit Clause
- Penalty / Compensation Clause

- Termination Clause
- Arbitration Clause

- Taxes and duties Clause
- Force Majeure Clause

- Liquidated damage Clause
- Tax Liability Clause

9. The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide PROFORMA-II 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. Any bid not accompanied by Integrity Pact Proforma duly signed (digitally) by the bidder shall be rejected straightway. 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: No deviation or exception will be accepted in the clauses covered under BRC/BEC. If any clauses in the BRC contradict clauses elsewhere in the Bid Document, then the clauses in the BRC shall prevail.

2.0 BID EVALUATION CRITERIA:

The bids conforming to the terms and conditions stipulated in the bid documents and considered to be responsive after subjecting to the Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria given below:

1. To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of "Grand Total Value including Taxes" as per Price Bid format of the Bid document.
2. To evaluate the inter-se-ranking of the offers, all Taxes/levies will be considered as per prevailing Govt. guidelines as applicable on the bid opening date. Bidders may check this with the appropriate authority while submitting their offer.
3. In the event of computational error between unit price and total price, unit price shall prevail and adopted for evaluation.
4. Similarly, in the event of discrepancy between words and quoted figure, words will prevail.

Annexure-II

(Sample format)

(To be typed on the letterhead of the vendor)

Ref. No _____

Date

Chief Adviser (C&P)
Oil India Limited,
Noida

Sir,

Sub: Declaration as per BEC/BRC clauses

Ref: Your tender enquiry No. _____ Dated _____.

We hereby declare that

- a) We conform generally to the terms and conditions given in the bidding documents.
- b) We have relevant experience of providing maintenance service of Data Center / Disaster Recovery Data Centre hosting SAP applications with HP's Mission Critical Support.
- c) We have successfully completed or ongoing _____ no(s). of similar works of value as mentioned vide clause 1(A) of BRC.
- d) Average annual financial turnover during the last 3 (three) financial years, ending 31st March 2014, was at least Rs. _____.

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.:

Place:

Date:

(Affix Seal of the Organization here)

Annexure-III

(Sample format)

(To be typed on the letterhead of the vendor)

Ref. No _____

Date _____

Chief Adviser (C&P)
Oil India Limited,
Noida

Sir,

Sub: Declaration of assurance

Ref: Your tender enquiry No. _____ Dated _____.

We hereby declare that we shall adhere to the following:

- 1) A single point of contact with phone no. (landline and mobile) and e-mail address along with Escalation Matrix shall be provided to OIL before start of the AMC.
- 2) We shall compulsorily submit copies of our back-to-back agreements with the respective OEMs (HP, Cisco and Emersion) to OIL within stipulated time from the date of receiving the Letter of Award.

If the above-mentioned documents are not submitted, OIL will have the right to withdraw the Letter of Award.

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.:

Place:

Date:

(Affix Seal of the Organization here)

(END OF SECTION -IX)

STATEMENT OF COMPLIANCE

(Only exceptions/deviations to be rendered)

SECTION NO. (PAGE NO.)	CLAUSE NO. SUB-CLAUSE NO.	EXCEPTION/ DEVIATION, IF ANY	REMARKS

(Authorized Signatory)

Name of the 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, the same should be indicated as per above format and submit along with their technical bids. If there is no deviation / exception, bidders should write “NO DEVIATION” in EXCEPTION/DEVIATION column. If the proforma is left blank or not submitted, then it would be construed that the bidder has not taken any exception/deviation to the terms and conditions of the bid document.

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.CLI4635P15. 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.

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 credibility 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.

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 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
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 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.
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 Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
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

(three in number depending on the size of the contract)

(to be decided by the Chairperson of the Principal)

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.
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.

- 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.

.....
For the Principal

.....
For the Bidder/Contractor

Witness 1:

Witness 2:

Place. NOIDA.
Date

**Guidelines to bidders for participating in
OIL's e-Procurement tenders**

Bid invitations (Tenders)

The details of e-Procurement tenders can be accessed from our e-Procurement site.
[https://etender.srm.oilindia.in/sap/bc/gui/sap/its/bbpstart/!](https://etender.srm.oilindia.in/sap/bc/gui/sap/its/bbpstart/)

To view e-Procurement tenders you need to login using your login id & password to view all tenders available for you.

If you do not have a user id, please click on Guest login button to view available open tenders.

Pre-requisites to submit tenders on line through e-Procurement Portal

Bidders should have a valid User Id to access OIL e-Procurement site.

Bidders should have a legally valid Class 3 digital certificate with Organizations Name as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

Tender fee must have been paid, if applicable for the Bid Invitation. If Bidder is exempt from paying tender fee, Bidder must hold exemption from the Tender Officer.

Bidder should fulfill any other pre-requisites mentioned in the tender documents of a specific tender.

Instructions for obtaining Digital Certificate

In order to bid for OIL e-tenders all the vendors are required to obtain a legally valid digital 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.
(<http://www.cca.gov.in/>)

Steps for obtaining Digital Certificate

Visit the site of the licensed CA using internet browser.

Apply online for a class 3 digital certificate for the designated individual with organization name. Ensure the Digital Certificate is legally valid in India.

For making payment and submission of documents required for issue of the Digital Certificate, follow the instructions on the CA's website.

Use the class 3 Digital Certificate thus obtained for online bidding on OIL e-Procurement site.

Links to some licensed CA's are provided below

1. [TCS](#)
2. [Safescrypt](#)
3. [MTNL Trustline](#)
4. [\(n\)Code Solutions](#)
5. [e-mudhra](#)

Technical Settings

1. **Web Browser Supported:** Microsoft IE Ver 6.0 or higher recommended
2. **Java:** To view some of the components, you need to install Java Internet component JDK 5.0 from <http://java.sun.com/javase/downloads/index.jsp>

3. **Proxy:** If you are unable to access OIL e-Procurement site or Bid Documents, check if you are using proxy to connect to internet or if your PC is behind any firewall. Contact your system administrator to enable connectivity. Please note that standard Port for HTTPS (443) connectivity should be enabled on your proxy/firewall. Dial-up internet connectivity without Proxy settings is another option.
4. **Pop-ups:** Pop-ups should be enabled on OIL e-Procurement URL and Bid Documents URLs. This is required to view tender documents.
5. **Recommended Screen Resolution:** 1024 by 768 pixels.
6. **Internet Speeds:** If you are experiencing slow connectivity to OIL e-Procurement, then contact your system administrator/ISP provider for desirable speeds.
7. **Active-x controls:** Maintain the settings as described in Internet Explorer settings document to enable digital signature signing and verification.

Parameter	Value
Allow Script lets	Enable
Automatic prompting for ActiveX controls	Enable
Binary and script behaviors	Enable
Download signed ActiveX controls	Enable
Download unsigned ActiveX controls	Enable
Initialize and script ActiveX controls not marked as safe	Enable
Run ActiveX controls and plug-ins	Enable
Script ActiveX controls marked safe for scripting	Enable
Use Pop-up Blocker	Disable

8. **Digital signature client SW/component :** To use Digital Signature, a client level Software is required. This is third party software from Safescrypt. This is installed automatically, once you start working on OIL's e-procurement system. A popup will come before it starts installation. You need to ensure you have administrative rights on the PC or the laptop. This installation is one time activity for a PC or Laptop.
