

## Annexure-II

**OIL INDIA LIMITED**  
(A Government of India Enterprise)  
P.O. Duliajan-786602, Assam, India  
E-mail: [material@oilindia.in](mailto:material@oilindia.in)

**INVITATION FOR BID**  
**LOCAL COMPETITIVE BID**

OIL INDIA LIMITED invites Local Competitive Bid (LCB) through its e-procurement portal <https://etender.srm.oilindia.in/irj/portal> for the following items:

<b>TENDER NO</b>	<b>BID CLOSING/ OPENING DATE</b>	<b>ITEM &amp; QTY</b>
<b>SSI8142P16 DT: 10.08.2015</b> (SINGLE STAGE TWO BID SYSTEM)	<b>15.10.2015</b>	<b>POLYOL-300 MT</b>
<b>SSI8336P16 DT.28.08.2015</b> (SINGLE STAGE TWO BID SYSTEM)	<b>15.10.2015</b>	<b>BITUMEN</b>
<b>SDI8304P16 DT. 26.08.2015</b> (SINGLE STAGE TWO BID SYSTEM)	<b>01.10.2015</b>	<b>ERP DATA CENTRE HARDWARE UPGRADE</b>
<b>SDI8382P16 DTD. 29.08.2015</b> (SINGLE STAGE TWO BID SYSTEM)	<b>15.10.2015</b>	<b>TRANSFORMER</b>

Tender fee (Non-refundable): Rs 1,000.00; Bid Closing/Opening Time: **(11 Hrs.) IST/(14 Hrs.) IST**; Last date for submission of tender fee-**one week prior to bid closing date**. The complete bid documents and details for purchasing bid documents, participation in E-tenders are available on OIL's e-procurement portal <https://etender.srm.oilindia.in/irj/portal> as well as OIL's website [www.oil-india.com](http://www.oil-india.com).

**NOTE:** All addenda, Corrigenda, time extension etc. to the tenders will be hosted on above website and e- portal only and no separate notification shall be issued in the press. Bidders should regularly visit above website and e-portal to keep themselves updated.



**OIL INDIA LIMITED**  
(A Government of India Enterprises)  
PO : Duliajan – 786602  
Assam (India)

TELEPHONE NO. (91-374) 2808719

FAX NO: (91-374) 2800533

Email: [tuhin\\_roy@oilindia.in](mailto:tuhin_roy@oilindia.in) ; [erp\\_mm@oilindia.in](mailto:erp_mm@oilindia.in)

**FORWARDING LETTER**

**Tender No.** : SDI8304P16 Dtd 26.08.15

**Tender Fee** : Rs 1,000.00

**Bid Security Amount** : Applicable

**Bidding Type** : SINGLE STAGE TWO BID SYSTEM

**Bid Closing on** : As mentioned in the e-portal

**Bid Opening on** : -do-

**Performance Security** : Applicable

**Integrity Pact** : Applicable

OIL invites Bids for **ERP Data Center Hardware Upgrade** through its e-Procurement site under **SINGLE STAGE TWO BID SYSTEM**. The bidding documents and other terms and conditions are available at Booklet No. MM/LOCAL/E-01/2005 for E-Procurement LCB Tenders. The prescribed Bid Forms for submission of bids are available in the Technical RFx -> External Area -> Tender Documents

The general details of tender can be viewed by opening the RFx [ Tender] under RFx and Auctions.. The details of items tendered can be found in the Item Data and details uploaded under Technical RFX.

**The tender will be governed by:**

- a) “General Terms & Conditions” for e-Procurement as per Booklet No. MM/LOCAL/E-01/2005 for E-Procurement LCB Tenders.
- b) Technical specifications and Quantity as per **Annexure – 1A**.
- c) The prescribed Bid Forms for submission of bids are available in the Technical RFx -> External Area -> Tender Documents.
- d) In the event of receipt of only a single offer against the tender within B.C. date, OIL reserves the right to extend the B.C. date as deemed fit by the Company. During the extended period, the bidders who have already submitted the bids on or before the original B.C. date, shall not be permitted to revise their quotation.
- e) All corrigenda, addenda, amendments, time extension, clarifications etc. To the tender will be hoisted on OIL’s website ([www.oil-india.com](http://www.oil-india.com)) and in the e-portal (<https://etenders.srm.oilindia.in/irj/portal>) only and no separate notification shall be issued

in the press. Prospective bidders are requested to regularly visit the website and e-portal to keep themselves updated.

- f) 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 Oil India Limited and set-off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited).
- g) Bidder are advised to fill up the Technical bid check list ([Annexure EEE](#)) and Response sheet ([Annexure FFF](#)) given in MS excel format in Technical RFx -> External Area -> Tender Documents. The above filled up document to be uploaded in the **Technical RFx** Response.

### **Special Note:**

**1.0 Vendors having OIL's User ID & password shall purchase bid documents on-line through OIL's electronic Payment Gateway.**

**Vendors who do not have OIL's User ID & password shall obtain User ID & password through online vendor registration system in e-portal and can subsequently purchase bid documents through OIL's electronic Payment Gateway.**

**2.0** Alternatively application showing full address/email address with Tender Fee (Non-refundable) of Rs. 1,000.00 in favour of M/s Oil India Limited and payable at Duliajan is to be sent to Head-Materials, Oil India Limited, P.O. Duliajan, Assam-786602. Application shall be accepted only upto one week prior to B.C date (or as amended in e-portal). The envelope containing the application for participation should clearly indicate "REQUEST FOR ISSUE OF USER ID AND PASSWORD FOR E TENDER NO ..." for easy identification and timely issue of user ID and password. On receipt of requisite tender fee, USER ID and initial PASSWORD will be communicated to the bidder (through e-mail) and will be allowed to participate in the tender through OIL's e- Procurement portal. No physical tender documents will be provided. Details of NIT can be viewed using "Guest Login" provided in the e-Procurement portal. The link to e-Procurement portal has been also provided through OIL's web site [www.oil-india.com](http://www.oil-india.com).

### **NOTE:**

**a) Tender Fee may also be paid online upto one week prior to the bid closing date (or as amended in e-portal).**

**b) PSUs and MSE units are provided tender documents Free of Cost (as per govt guidelines), however they have to apply to OIL's designated office to issue the tender documents before the last date of sale of tender document mentioned in the tender.**

**3.0 The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The bidders are required to submit both the "TECHNO-COMMERCIAL UNPRICED BID" and "PRICED BID" through electronic format in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender.**

**3.1 Please ensure that Technical Bid / all technical related documents related to the tender are uploaded in the Technical RFx Response-> User -> Technical Bid only. The "TECHNO-COMMERCIAL UNPRICED BID" shall contain all techno-commercial details except the prices. Please note that no price details should be uploaded in Technical RFx Response.**

**3.2** The “**PRICE BID**” must contain the price schedule and the bidder’s commercial terms and conditions. **The prices of the items should be quoted in “Conditions Tab”. Details of prices as per Bid format / Commercial bid can be uploaded as Attachment under the attachment option under “Notes & Attachments”.**

**3.3** A screen shot in this regard is given below. Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in [Annexure-CCC](#).

**Display RFX Response:**

RFX Response Number 60006452    RFX Number TEST2    Status Submitted  
 RFX Owner WIPRO\_TEST1    Total Value 0.00 INR    RFX Response Version 1

**Basic Data** | Questions

**Event Parameters**

Currency:

Detailed Price Information:

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

**Partners and Delivery Information**

Details | Send E-Mail | Call | Clear

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

**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:**

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

**Notes**

Add | Clear

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

**Attachments**

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

**Note :**

\* The “Techno-Commercial Unpriced Bid” shall contain all techno-commercial details **except the prices**.

\*\* The “Price bid” must contain the price schedule and the bidder’s commercial terms and conditions. For uploading Price Bid, first click on Sign Attachment, a browser window will open, select the file from the PC and click on Sign to sign the Sign. 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.

4.0 Please note that all tender forms and supporting documents are to be submitted through OIL’s e-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribed with **Tender no.** and **Due date** to **Head Materials, Materials Department, Oil India Limited, Duliajan - 786602, Assam** on or before the Bid Closing Date and Time mentioned in the Tender.

- a) **Original Bid Security**
- b) **Detailed Catalogue (if any)**
- c) **Any other document required to be submitted in original as per tender requirement**

All documents submitted in physical form should be signed on all pages by the authorised signatory of the bidder and to be submitted in triplicate.

**5.0 Benefits to Micro & Small Enterprises (MSEs) as per prevailing Govt guidelines as applicable on B.C date shall be given. MSEs who are interested in availing the benefits will upload with their offer proof of their being MSE registered for the item tendered. The MSE are also required to upload scanned copies of relevant documents indicating details of registration alongwith validity, name of the registering organization and details of the item, ownership etc., failing which, their offer may not be liable for consideration of benefits to MSEs.**

6.0 Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the NIT or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in rejection of its offer without seeking any clarifications.

7.0 Bidders must ensure that their bid is uploaded in the system before the tender closing date and time. Also, they must ensure that above documents which are to be submitted in a sealed envelope are also submitted at the above mentioned address before the bid closing date and time failing which the offer shall be rejected.

8.0 Bid must be submitted electronically only through OIL’s e-procurement portal. Bid submitted in any other form will be rejected.

9.0 **SINGLE STAGE TWO BID SYSTEM** shall be followed for this tender and only the PRICED-BIDS of the bidders whose offers are commercially and technically acceptable shall be opened for further evaluation.

10.0 a) **The Integrity Pact is applicable against this tender. Therefore, please submit the Integrity Pact document duly signed along with your quotation as per BRC. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide Annexure DDD of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL’s competent signatory. The proforma has to be submitted by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been**

**signed by the bidder's authorized signatory who sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit Integrity Pact with the offer, their bid shall be rejected straightway”.**

**b) The name of the OIL's Independent External Monitors at present are as under:**

**SHRI RAGHAW SHARAN PANDEY, IAS (Retd.),  
Former Secretary, MOP & NG,  
e-Mail ID : rspandey\_99@yahoo.com**

**SHRI RAJIV MATHUR, IPS (Retd.)  
Former Director, IB, Govt. of India,  
e-Mail ID : rajivmathur23@gmail.com**

**11.0** The tender shall be governed by the Bid Rejection & Bid Evaluation Criteria given in enclosed **Annexure-CCC**. However, if any of the Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria (as per **Annexure-CCC**) contradict the Clauses of the tender and / or “General Terms & Conditions” as per Booklet No. MM/LOCAL/E-01/2005 for E-procurement (LCB Tenders) elsewhere, those in the BEC / BRC shall prevail.

**12.0** To ascertain the substantial responsiveness of the bid OIL reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.

**13.0** Please do refer the User Manual provided on the portal on the procedure How to create Response for submitting offer.

**NOTE:**

**Bidders should submit their bids (preferably in tabular form) explicitly mentioning compliance / non compliance to all the NIT terms and conditions of NIT.**

**Yours Faithfully**

**Sd-  
(T. ROY)  
DEPUTY MANAGER MATERIALS (IP)  
FOR : HEAD-MATERIALS**

**Tender No & Date: SDI8304P16 Dtd 26.08.15****BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC)**

The following BRC/BEC will govern the evaluation of the bids received against this tender. Bids that do not comply with stipulated BRC/BEC in full will be treated as non responsive and such bids shall prima-facie be rejected. Bid evaluation will be done only for those bids that pass through the “Bid Rejection Criteria” as stipulated in this document.

Other terms and conditions of the enquiry shall be as per General Terms and Conditions vide MM/LOCAL/E-01/2005 for E-Procurement LCB Tenders. However, if any of the Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria (BRC / BEC) contradict the Clauses of the tender or MM/LOCAL/E-01/2005 elsewhere, those in the BRC / BEC shall prevail.

<b><u>Criteria</u></b>	<b>Complied / Not Complied. (Remarks if any)</b>
<p><b>1.0 BID REJECTION CRITERIA (BRC):</b></p> <p>The bid shall conform generally to the terms and conditions given in this document. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.</p> <p><b>A) TECHNICAL:</b></p> <p>1. Bidders have to be M/s HP or authorized partner/Joint Venture Companies/subsidiaries of M/s HP. However, Joint Venture companies/subsidiaries and authorized partners must submit a certificate from HP, failing which, their offer will be rejected. The certificate from M/s HP should clearly mention that the Bidder is authorized by M/s HP to quote for this tender and M/s HP will take full responsibility for execution of the order. Installation and commissioning, maintaining the supplied system during warranty and AMC period will be directly done/provided by M/s HP.</p> <p><b>B) COMMERCIAL:</b></p> <p>i) Validity of the bid shall be minimum 120 days from the Bid Closing Date.</p> <p>ii) Bid security: The bid must be accompanied by Bid Security of <b>Rs 13.52 Lakhs</b> in OIL's prescribed format as Bank Guarantee or a Bank Draft/Cashier cheque in favour of OIL. The Bid Security may be submitted manually in sealed envelope superscribed with Tender no. and Bid Closing date to Head Materials, Materials Department, Oil India Limited, Duliajan- 786602, Assam on or before the Bid Closing Date and Time mentioned in the Tender. <b>The Bank Guarantee towards Bid Security shall be valid for 10 months from Bid closing date. (i.e.</b></p>	

upto 01.08.2016 ).

**Bid Security may also be paid online on or before the Bid Closing Date and Time mentioned in the Tender.**

**If bid security in ORIGINAL of above mentioned Amount and Validity is not received or paid online within bid closing date and time, the bid submitted through electronic form will be rejected without any further consideration.**

For exemption for submission of Bid Security, please refer Clause No. 8.8 of General Terms and Conditions vide MM/LOCAL/E-01/2005 for E-Procurement LCB Tenders.

**The format of Bank Guarantee towards Bid Security (Annexure – VII) has been amended to Annexure – VII (Revised) and bidders should submit Bank Guarantee towards Bid Security as per Annexure – VII (Revised) only.**

**In case of extension of Bid Closing date against the tender where a bidder has already submitted his bid with requisite bid security validity within the original B.C. Date, such bidders will extend validity of bid security covering the extended period of the bid closing date.**

iii) Bids are invited under “Single Stage Two Bid System”. Bidders have to submit both the “Techno-commercial Unpriced Bids” and “Priced Bids” through electronic form in the OIL’s e-Tender portal within the bid Closing date and time stipulated in the e-tender. The Techno-commercial Unpriced bid is to be submitted as per scope of works and Technical specification of the tender and the priced bid as per the online Commercial bid format. For details of submission procedure, please refer relevant para of General Terms and Conditions vide MM/LOCAL/E-01/2005 for E-Procurement LCB Tenders. Any offer not complying with the above shall be rejected straightway.

iv). The successful Bidder will have to provide Performance Security @ 10% of order value which shall be valid for minimum 5 years from successful installation and commissioning of the new hardware.

**The validity requirement of Performance Security is assuming despatch within stipulated delivery period and confirmation to all terms and conditions of order. In case of any delay in despatch or non-confirmation to all terms and conditions of order, validity of the Performance Security is to be extended suitably as advised by OIL.**

*The Bank Guarantee should be allowed to be encashed at all branches within India.*

v) The prices offered will have to be firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and rejected.



vi) Bids received after the bid closing date and time will be rejected. Similarly, modifications to bids received after the bid closing date & time will not be considered.

vii) All the Bids must be Digitally Signed using “Class 3” digital certificate with Organisation’s name (*e-commerce application*) 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 bid signed using other than “Class 3 with Organisation’s Name” digital certificate, will be rejected.

viii) Technical RFx Response folder is meant for Technical bid only. Therefore, No price should be given in Technical RFx Response folder, otherwise the offer will be rejected.

ix) Price should be maintained in the “online price schedule” only. The price submitted other than the “online price schedule” shall not be considered.

x). Integrity Pact :

**OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide Annexure DDD of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL’s competent signatory. The proforma has to be submitted by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder’s authorized signatory who sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit Integrity Pact with the offer, their bid shall be rejected straightway”.**

**xi). A bid shall be rejected straightway if it does not conform to any one of the following clauses:**

**(a) Validity of bid shorter than the validity indicated in the Tender.**

**(b) Original Bid Security not received within the stipulated date & time mentioned in the Tender.**

**(c) Bid Security with (i) Validity shorter than the validity indicated in Tender and/or (ii) Bid Security amount lesser than the amount indicated in the Tender.**

**(d) In case the Party refuses to sign Integrity Pact.**

**(e) Average Annual Turnover of a bidder lower than the average Annual turnover mentioned in the Tender.**

## **2.0 BID EVALUATION CRITERIA (BEC)**

The bids conforming to the terms and conditions stipulated in the tender and considered to be responsive after subjecting to the Bid Rejection Criteria as well as verification of original of any or all documents/ documentary evidences pertaining to BRC, will be considered for further evaluation as per the Bid Evaluation Criteria given below.

**A) TECHNICAL:**

1. For evaluation of bids, the cost of all the items, installation & commissioning, warranty charges, all the AMCs/support services and 5 onsite days of DP support will be considered together.

2. The Bidder must quote for all the items, failing which the bid will be rejected. All the items should be procured from same source.

**B) COMMERCIAL:**

i). To evaluate the inter-se-ranking of the offers, Assam Entry Tax on purchase value will be loaded as per prevailing Govt. of Assam guidelines as applicable on bid closing date. Bidders may check this with the appropriate authority while submitting their offer.

ii) Priced bids of only those bidders will be opened whose offers are found technically acceptable. The technically acceptable bidders will be informed before opening of the "priced bid".

iii). To ascertain the substantial responsiveness of the bid OIL reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.

**NOTE:**

**Bidders should submit their bids (preferably in tabular form) explicitly mentioning compliance / non compliance to all the NIT terms and conditions of NIT.**

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**Tender No & Date: SDI8304P16 Dtd 26.08.15**

**ERP Data Center Hardware Upgrade**

**1. 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. It has SAP datacenter located at Duliajan, Assam. This datacenter comprises of Servers, SAN Storage, networking and other items. The system was augmented in the year 2011 and 2013 for the SAP technical and functional upgrade. It hosts SAP applications like ECC 6.0, BW, SRM, Enterprise Portal(EP). Most of these SAP applications run under 3 landscape environment i.e, physically separate Development, Quality and Production servers. It has backup solution with HP data protector (DP).

It is proposed to upgrade/enhance the system further by utilising the expansion provision of the existing hardware to enhance the capacity and also to replace the aging hardware which have reached/ are reaching EOSL. The upgrade has been planned in such a manner for smooth integration with the existing DR system at Noida and also to have minimum downtime.

**2. Scope of Work**

**A) SUPPLY OF HARDWARE & SOFTWARE:**

1. All the items against the line items 10, 20, 30, 40, 50, 80, 100 to be supplied, installed, tested & commissioned by the vendor.

**B) DELIVERY:**

Materials are to be delivered as detailed below:

(i) All other materials are to be delivered at:

Head Materials,  
Materials Department,  
Oil India Limited,  
Duliajan, District- Dibrugarh,  
Assam - 786602

**C) Installation and Commissioning:**

M/s HP should undertake installation & commissioning of the hardware and software supplied and the Commissioning certificate will be issued by OIL in accordance to the successful completion of the following activities:

a) Supply, Installation and commissioning of all hardware & software. Detailed Installation and commissioning scope is mentioned in Section E - Implementation of Proposed Infrastructure.

b) All the necessary cables, connectors etc. to implement the solution must be provided by the vendor. M/s HP should undertake necessary re-arrangement of existing racks in order to install the new components.

c) All the installation, implementation, migration and upgrade work needs to be carried out by HP Engineers only who are certified and experienced. All Data Protector installation, implementation and upgrade to be done by DP Professional Services.

d) Migration to the upgraded infrastructure from existing setup.

e) Installation and commissioning & migration should be planned in a phased manner in order to reduce down time.

f) Integration with existing Disaster Recovery site at Noida for SAN to SAN replication of logs files, etc.

g) Overall testing of the functionalities of the hardware, cluster configuration and fail-over testing.

h) Proper documentation of all the activities should be done by M/s HP and communicated to OIL and Knowledge transfer sessions should be conducted for all the activities.

#### **D) Existing ERP setup of OIL.**

The existing ERP landscape of OIL is listed below:

I. HP Integrity Superdome-2 with 4 cell-blades.

II. HP Blade System c7000 Enclosure with 6 Proliant blades.

III. HP XP12000 Storage Platform.

IV. HP EML Tape Library.

V. HP Data Protector Software.

VI. RX 8600/7600/2600/3600/4600 series family HP Integrity servers.

#### **E) Implementation of proposed Infrastructure:**

I. All the above to be supplied, installed, tested & commissioned by M/s HP.

##### **II. Upgrade of Superdome-2:**

a) The cell blade CB900i4 must be added to SuperDome-2 enclosure. This cell blade along with existing cell blades must be virtualized. Memory upgrade of all the CB900i2 cell blades in SuperDome - 2 from 128GB to 640GB.

b) The existing p2000 of Superdome 2 must be upgraded with necessary number of disks for SAN boot of all SuperDome 2 partitions.

c) Installation and configuration of other components.

### III. Upgrade of C7000 enclosure:

a) In the existing c7000 enclosure, two double full height (FF- 4u) BL 870ci4 and one half height(FF-1u) BL 460c Gen9 blades has to be added and virtualized with the existing blades.

b) The BL 460c Gen9 blade in the c7000 enclosure must be provided with MS Windows virtualization & consolidate all Windows instances across the BL 460c Gen 9 blade. Virtualization (physical to virtual) must be done on the existing 6 (six) BL 460 Gen 8 servers and the existing applications must be restored with no impact on the functionality and the configuration.

c) Complete migration of the existing hosts of c7000 enclosure from the physical BL 460 Gen blades to the virtualized environment of c7000 enclosure must be carried out by the vendor.

d) Existing Windows servers must be upgraded to the latest compatible Windows server platform and hosted in the c7000 enclosure.

e) Upgrade of c7000 Enclosure Network Modules with appropriate network modules (Virtual Connect Flex-10/10D/ 10G Uplink and VC-FC modules/ Access Gateway) for higher I/O bandwidth & consolidation

f) Upgrade of Existing BL460c Servers from 1 CPU / 24GB to 2CPU / 48GB

g) Implementation of Latest Generation vPAR & VM 6.2 in across all integrity servers.

h) Installation and configuration of other components.

### IV. Upgrade of SAN Storage:

a) Space allocation in SAN storage must be carried out by the M/s HP in a manner such that actual usable space in SAN storage must cater to DB and transaction growth for the next 5 years from the date of commissioning.

### V. Upgrade of Backup Solution

a) The proposed backup solution should be seamlessly integrated with the existing backup framework on HP Data Protector and on various OS platforms including HP-UX, Windows, Linux, AIX, VMWare etc.

b) The proposed backup solution shall be configured with unlimited client and media licenses for both SAN based backup and LAN based backup.

c) The proposed backup solution support de-multiplexing of data cartridge to another set of cartridge for selective set of data for faster restores operation to client/servers.

d) The Backup software should support Advanced Scheduling options.

e) The proposed backup solution should include necessary upgrade of existing data protector software if not on current & supported version / release.

f) The proposed backup solution should include necessary drive & slot Licenses for the additional 4-Drive \* 80-Slot tape library. Any relevant effort for the same must be factored.

g) The proposed backup solution should include enhancement of current Zero-Downtime-Backup (ZDB) framework so as to the the setup can do ZDB of 3TB production data. Any additional license and effort for the same must be factored.

h) The proposed backup solution should include online backup of all production databases. Any relevant effort for the same must be factored.

i)The proposed backup solution should include Configuration of SAP Split Mirror Backup for Production Environment. Any relevant effort for the same must be factored.

## VI. Additional Points:

1. The virtualized SuperDome-2 cell blade & c7000 enclosure blades must accommodate the following hosts:

a. ECC DB, ECC CI , 5 nos. of ECC Application Servers, ECC Development and Quality servers.

b. BW DB and CI Servers, 2 nos. of BW application servers, BW Development and Quality servers.

c. One backup Test Server, one Backup server acting as cell manager, one Staging server, one Ignite server.

d. SRM Servers viz. DB, CI, Development, development with Java, Quality, Production, SRM TREX, Web dispatcher(in Windows environment).

e. Solution Manager - Development & Production Servers

f. EP Servers - Two nos. Production Servers with high availability cluster, Development server, Web dispatcher(in Windows environment)

g. Two nos. of Content Servers, One no. of SAP Router.

h. Server for split mirror configuration.

2. There are 3 nos. of host in the HA Cluster mode in the existing landscape. These will remain in HA cluster mode in the new architecture. In addition EP cluster must also be added to this new architecture. The deployment of the host must be carried in the cell blades of SuperDome 2 and c7000 enclosures subject to the following conditions:

a. DB and CI nodes of ECC Production, SRM Production, BI Production must not reside in the same enclosure.

b. Both the EP Production servers must not reside in the same enclosure.

3. The data migration must be done from the current systems to the new systems followed by both functional & Technical testing.

4. Migration of the OS version from HP UX 11.31v3 to the latest available HP UX OS release compatible with existing ERP Applications must be carried out. The SAP Versions are in Annexure A-II.

5. Memory for the existing as well as the new cell blades in SuperDome-2 and c7000 enclosure must be done as per Annexure A-I.

6. Network Implementation:

a) Addition of Ethernet & FC I/O in the Existing Integrity Superdome-2.

b) Each Server Instance shall be provided with Redundant Ethernet & Fiber channel I/O.

c) Clustered instances shall be provided with additional Ethernet I/O for Cluster Package.

#### **FC & LAN I/O Bandwidth Requirement for Servers(Server Farm Zone)**

<b>SR#</b>	<b>Server/ #4G/8G</b>	<b>Minimum #10G Ethernet Ports</b>	<b>Minimum #1G Ethernet Ports</b>	<b>Minimum FC Ports</b>
1	Superdome-2 28	12	16	
2	C7000 Enclosure 16	12	8	

7. Each guest shall be provided with sufficient I/O bandwidth.

8. Each Server instance shall be allocated with minimum 200GB usable space for boot & SWAP.

### **3) General Requirements**

I. The specifications indicated in the Tender are minimum and the Bidder is required to comply and quote for all equipment and services mentioned in the Tender.

II. The Bidder should provide an Undertaking of authenticity of IT Hardware/Software supplies,(in original), from M/s HP, as per Annexure-B.

### **4) TIME-FRAME:**

The delivery, installation & commissioning of the complete solution have to be completed within 120 days of the placement of firm order.

### **5) Warranty/support service for new hardware/software:**

1. Comprehensive on-site warranty for 3 years for all the new hardware procured after successful completion of implementation of the solution.
2. One year Data Protector support for the additional Data Protector licenses will start after successful completion of implementation of the solution.
3. M/s HP will be wholly and solely responsible for the required uptime of the overall infrastructure during the warranty period. An escalation matrix must also be provided to OIL by M/s HP within two months of the commissioning of the system.

**Note :** Detailed Scope of work for Warranty services is mentioned in Annexure-C.

### **6. Annual Maintenance/Support Services**

1. AMC for New hardware procured along with Mission critical service - AMC will start after successful completion of 3 years of warranty. This AMC will be for 2 years.
2. AMC for existing EML Tape Library - AMC will start after successful completion of installation & commissioning of the solution. This will be for 5 years.
3. Services of two Resident Engineers - Service will start after successful completion of installation & commissioning of the solution. This will be for 5 years.
4. AMC for Superdome 2 with cell blades (previously procured) - Start date 19/04/2016.
5. AMC for C7000 with blade servers (previously procured) - Start date 14/08/2018.



6. Data Protector Software support (previous licenses) – DP Support for previous licenses will start after successful completion of installation & commissioning of the solution. This will be for 5 years.

7. Data Protector Software support (additional licenses) - DP Support for additional licenses will start after successful completion of one year support (as mentioned in point no. 2 of Clause 5 for Warranty/support service). This will be for 4 years.

**Note :** Detailed Scope of work for AMC services is mentioned in Annexure-C.

### **7) DP ONSITE SUPPORT:**

DP Onsite support will be valid for a period of 5 years starting from successful implementation of the solution. Personnel for DP support should visit onsite i.e. IT department, Duliajan as and when required by OIL.

### **8) PAYMENT TERMS:**

a) Payment for 70% of the Material cost (line items 10, 20, 30, 40, 50, 80, 100) will be paid on complete delivery of the same.

b) Rest 30% of the Material cost and complete installation & commissioning cost will be paid after successfully implementation of the solution.

c) Payment of Warranty and AMCs/Support services will be made quarterly against bills raised by the party.

d) Payment of DP onsite support will be done on actual onsite days basis.

e) Payment for resident engineers will be made based on actual attendance, basis the rate quoted by the bidder for the service. However, non-availability of engineers will attract penalty as per the Penalty Clause of this document.

### **9) PENALTY TERMS:**

As given in Annexure-C

### **10) PRICE SCHEDULE**

As given in Annexure-D

### **11) Confidentiality Agreement**

1. OIL Confidentiality and Non-Disclosure Agreement (NDA) will be applicable.

2. The bidder must submit duly filled Non-Disclosure Agreement as per given format duly signed & Sealed by the authorized signatory of the bidder.

## **Line Item List**

### **Line Item 10 – SuperDome2. Qty = 1 unit**

Technical specifications for Superdome-2 Upgrade

1. Cell Blade: Qty - 1

A. MAKE & MODEL: HP, CB900 i4 Cell Blade

B. CPU model: 9540 (Qty - 2)

C. RAM: 384 GB

D. OS: HP-UX 11iV3

E. VIRTUALIZATION: HP vPAR+VM Virtualization

F. FEATURES:

I. HP ServiceGuard with SGeSAP

II. 2 nos. IOX Enclosure with 2 nos. I/O Bays

III. Ethernet & FC Adapters for each vPAR (As required as per deployment plan)

IV. Additional I/O cards for Additional vPARS

G. Disk upgrade on 2 nos. p2000 G3 Boot Devices as required for booting.

H. Total memory upgrade of Existing blade servers CB900i2 from 128GB to 640GB

### **Line Item 20 – c7000. Qty = 1 unit**

Technical Specification for C7000 Upgrade

#### **1. Integrity Cell Blade: Qty - 2**

Each blade should have:

A. MAKE & MODEL: HP, BL870ci4

B. CPU: 9540 (Qty - 4)

C. RAM: 768GB

D. HARD DISK: 4 Nos. 300 GB Internal Hard disks

E. FEATURES:

I. 8 nos. 10G Converged Network Ports

II. 2 nos. Dual Ported FC HBA with NPIV Support

III. HP ServiceGuard Clustering Tool with SGeSAP

F. OS: HP UX11iV3

G. VIRTUALIZATION: HP vPAR+VM Virtualization

#### **2. Proliant Cell Blade: Qty - 1**

The blade should have:

A. MAKE & MODEL: HP, BL460c Gen9 (x86 server)

B. CPU: E5-2600V3 (Qty -2)

C. CORE PER CPU - 6 nos.

D. RAM: 64GB

- E. HARD DISK: Minimum 300GB Hard disks (Qty - 2)
- F. OS: Windows 2012R2 Standard Edition with necessary licenses for 4 nos. Guest VMs
- G. NETWORK INTERFACE: NIC Ports (Qty - 2)

3. C7000 Ether net & FC Module Upgrade

- a)Supply of 2 x VC Flex10/10D or 10G Pass-thru and 2 x VC FC or FC Access Gateway

4. Upgrade of each of the existing 6 numbers BL460c Servers from 1 CPU/24GB to 2CPU/48GB.

**Line Item 30 – EML Tape Library. Qty = 1 unit**

Technical specification for Tape Library upgrade

A. Tape Library shall support Native data capacity of 1PB (uncompressed) expandable to 2PB (2.5:1compressed).

B. Tape Library shall provide web based remote monitoring capability.

C. Tape Library shall be configured with 4 x FC LTO5 drive scalable to minimum of 40 drives within the same library.

D. Tape library shall be offered with minimum of 80 Cartridge slots and shall be scalable to 500 slots within the same library.

E. All Cartridge slots shall be serviced by a common robotic arm.

F. Offered Tape Library shall have partition support so that each configured drive can have own partition and allocated slots. Tape Library shall have support for atleast 20 partitions.

G. Tape Library shall provide native Fiber connectivity to SAN Environment.

H. For optimal Performance, Tape Library shall provide native 8Gbps FC interface connectivity to SAN switches.

I. Tape Library shall have GUI Front panel.

J. Tape Library shall have option for redundant power supply.

K. 80 \* LTO5 RW Cartridge along with 100 barcode labels.

L. 5 \* Cleaning Cartridge.

**Line Item 40 – SAN Switch. Qty = 2 Nos**

SAN Switch (Qty - 2)

A. Minimum Dual SAN switches shall be configured where each SAN switch shall be configured with minimum of 36 Ports using 8G SW SFP and scalable to 48 ports. Minimum 20% ports should be free across switches after making all SAN connections.

- B. The switch shall support different port types such as FL\_Port, F\_Port, E\_Port, EX\_Port.
- C. The switch should be rack mountable.
- D. Offered Switch shall be provided with redundant FAN and shall have option for redundant power supply.
- E. Non-disruptive Microcode/ firmware / Software Upgrades and hot code activation.
- F. The switch shall provide Aggregate bandwidth of 1536 Gbit/sec end to end.
- G. Switch shall have support for Adaptive Networking services such as Quality of Service (QoS) to help optimize application performance in consolidated, virtual environments. It should be possible to define high, medium and low priority QOS zones to expedite high priority traffic.
- H. SAN switch shall support to restrict data flow from less critical hosts at preset bandwidths.
- I. SAN switch shall support Fibre Channel Integrated Routing for selective device sharing while maintaining remote fabric isolation for higher levels of scalability and fault isolation.
- J. The Switch should be configured with the Zoning and shall support ISL Trunking features when cascading more than 2 number of SAN switches into a single fabric.
- K. The switch shall be able to support ISL trunk upto 128 Gbit/sec between a pair of switches for optimal bandwidth utilization and load balancing.
- L. Switch shall have support for web based management and should also support CLI.
- M. Necessary FC Cables with proper length as per DC requirement to be supplied

**Line Item 50 – SAN Storage. Qty = 1 unit**

Technical specification for SAN Storage upgrade

- A. MAKE : HP
- B. MODEL: HP XP Range of High end Latest Generation Storage (XP 7 or higher)
- C. Features
  - I. 57TB Raw Storage Capacity using 600GB or Lower capacity 10K RPM Disk Spindles.
  - II. 32TB Raw Storage Capacity using 1TB or Lower capacity 7.2K RPM Disk Spindles.
  - III. Array Manager utility with Thin Provisioning base
  - IV. Necessary License for Snapshots & Clones.
  - V. Storage Based Replication License.

VI. The storage array should support industry-leading Operating System platforms including: Windows 2008, Windows Server 2012, Sun Solaris, HP-UX, IBM-AIX, Linux, non-stop OS and Mainframe.

VII. The storage array should support multiple clusters of various operating systems mentioned above.

VIII. The storage array should be based on end to end minimum of 6Gbps technology and should have no single point of failure.

IX. The Storage Array should have a bladed switched architecture with separate front end boards (configured in pairs) and separate backend boards (configured in pairs).

X. Offered storage array architecture shall be based on latest generation technology of minimum PCI-e 3rd generation (Gen -3) at-least for Front-end and Back-end ports connectivity for faster communication.

XI. Offered Array shall be scalable to minimum of 2PB capacity using 1.2TB SAS drives.

XII. Offered Array shall support SSD / Flash, SAS and SAS MDL drives in the array. Storage array shall support various SAS capacities drives of 300GB, 600GB, 900GB & 1.2TB and SAS / SAS-MDL capacity of 4000GB.

XIII. There shall be no single point of failure into the array system including Power Supplies, Cache, Cache boards, Front-end Boards, Backend Boards etc.

XIV. The storage array should be based on an internal cross bar architecture or switched architecture.

XV. The Storage Array must have a minimum of 16 x 16Gbps front-end FC ports for host connectivity. The array must be expandable to at least 64 x 16Gbps or more front-end ports for future expansion.

XVI. Storage Array shall support Raid 1, Raid 0+1, and Raid 5 with Dual Parity Protection.

XVII. Storage Array shall support both Spanning and Striping of volume across minimum of 32 channels.

XVIII. Storage array shall be offered with 64GB cache. Cache shall be expandable to 2048GB for future expansion. Overall traffic across cache boards shall be minimum hence cache scalability shall be achieved with maximum of 2 frames.

XIX. Cache shall have de-staging feature to dedicated SSD / Flash module in case of power failure or power blackout.

XX. Storage array shall be configured with global hot spare drives and drives shall be applicable to entire array than disk shelves.

**Line Item 60 – Installation & Commissioning. Qty = 1 AU**

**Line Item 80 – Top of the Rack Switch. Qty = 2 Nos**

Top of the Rack Switch (TOR) (Qty -2)

A. Architecture

I.Shall be 1RU, 19" Rack Mountable.

II.The switch shall have twenty four (24) 10-Gigabit slots (SFP) to be configured with 10G SFP, 1G RJ45 SFP or 10G Direct Attach copper cable as per solution requirement.

III. The switch shall have additional four autosensing 10/100/1000 ports.

IV. Shall have switching capacity of 488 Gbps .

B. Resiliency

I.Shall have the capability to extend the control plane across multiple active switches making it a virtual switching fabric, enabling interconnected switches to perform as single Layer-2 switch and Layer-3 router.

II. The virtual switch shall support distributed link aggregation and distributed switching/routing .

III. Shall have hot-swappable, redundant power supplies.

IV. IEEE 802.3ad Link Aggregation Control Protocol (LACP)

C. Layer 2 Features

I. Shall support up to 4,000 IEEE 802.1Q-based VLANs.

II. Shall support GARP VLAN Registration Protocol or equivalent feature to allow automatic learning and dynamic assignment of VLANs.

III.Shall have the capability to monitor link connectivity and shut down ports at both ends if uni-directional traffic is detected, preventing loops.

IV. Shall support IEEE 802.1ad QinQ and Selective QinQ to increase the scalability of an Ethernet network by providing a hierarchical structure.

V.Shall support Jumbo frames on GbE and 10GbE ports.

VI.IEEE 802.1AB Link Layer Discovery Protocol (LLDP).

D. Layer 3 Features (any additional licenses required shall be included)

I. Static Routing for IPv4 and IPv6

II.RIP for IPv4 (RIPv1/v2) and IPv6 (RIPng)

III. OSPF for IPv4 (OSPFv2) and IPv6 (OSPFv3)

IV. Policy-based routing

V.IPv6 tunneling to allow IPv6 packets to traverse IPv4-only networks by encapsulating the IPv6 packet into a standard IPv4 packet

## E. QoS and Security Features

I. Access Control Lists for both IPv4 and IPv6 for filtering traffic to prevent unauthorized users from accessing the network

II. Port-based rate limiting and access control list (ACL) based rate limiting

III. Congestion avoidance using Weighted Random Early Detection (WRED)

IV. Powerful QoS feature supporting strict priority (SP) queuing, weighted round robin (WRR) and weighted fair queuing (WFQ)

V. IEEE 802.1x to provide port-based user authentication with multiple 802.1x authentication sessions per port

**Line Item 90 – AMC for existing EML tape library for 5 years. Qty = 1 AU**

**Line Item 100 – Addl. Backup Software Licenses. Qty = 1 Set**

Additional Backup Software Licenses. Qty : 1 set

a) The existing HP data protector backup solution must be upgraded to latest version with addition of 4 \* Drive Licenses.

b) Upgrade of ZDB license from 1TB (present) to 6TB (5TB additional ZDB license) and addition of slot license and other DP agents as necessary.

c) Split mirror backup provision for all the production servers.

d) One year free Data Protector support (as mentioned in point no. 2 of Clause 5 for Warranty/support service).

**Line Item 110 – Services of Two Resident engineers for 5 years. Qty = 1 AU**

**Line Item 120 – AMC for Superdome 2 for 5 years. Qty = 1 AU**

**Line Item 130 – AMC for New hardware along with MCS for 2 years. Qty = 1 AU**

**Line Item 140 – DP Support for existing licenses for 5 years. Qty = 1 AU**

**Line Item 150 – DP onsite Support for 5 onsite days**

**Line Item 170 – Warranty for new hardware for 3 years. Qty = 1 AU**

**Line Item 180 – AMC for c7000 for 3 years. Qty = 1 AU**

**Line Item 190 – DP Support for additional licenses for 4 years. Qty = 1 AU**

## **Annexure-A**

Sample authorization letter from HP  
(To be typed on the letterhead of the HP)

Ref. No. \_\_\_\_\_

Date \_\_\_\_\_

The Head (Materials)  
Oil India Limited,  
Duliajan-786 602

Sir,

Sub: Declaration & Authorization Certificate from HP  
Ref: Your tender enquiry No. \_\_\_\_\_ Dated \_\_\_\_\_.

A. M/s HP hereby authorize M/s \_\_\_\_\_ to quote for the above tender. However execution of the order, installation and commissioning, migration will be directly done by M/s HP.

B. M/s HP will directly provide onsite warranty support and AMC support, including replacement of spares, for the product quoted against above tender as per tender terms and conditions.

C. M/s HP hereby confirm that quoted model is not obsolete or near obsolescence and the essential spares and parts of the quoted model will be available in the market for a minimum period of 5 years from the date of Bid Closing.

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

Signature of Authorized Signatory

Name :

Designation :

Phone No.

Place :

Date :



## Annexure-B

Sample undertaking of authenticity letter from HP  
(To be typed on the HP letterhead)

Ref. No \_\_\_\_\_

Date \_\_\_\_\_

Head (Materials)  
Oil India Limited,  
Duliajan-786 602

Sub: Undertaking of authenticity of IT Hardware/Software  
Servers

supply -

Ref: Your tender enquiry No. \_\_\_\_\_ Dated \_\_\_\_\_.

Sir,

With reference to the Servers and other hardware items being quoted to you vide our quotation No. .... , we hereby undertake that all the components/ parts/ assembly/ software used shall be original & new.

We also undertake that in respect of licensed operating system and other software, it shall be sourced from the authorized source (Authorized OEM Channel or Proprietor of the software).

Yours faithfully,

For .....(Type Name & Affix Seal of the firm)

.....  
(Signature of Authorized Signatory)

Name:

Designation:

Place:

Email:

Phone No.:

## Annexure A-I

### SAPS and Memory Sizing for the Upgraded SAP Datacenter (UNIX Landscape)

#### SAP Servers on Unix

SL#	SAP Instance	Prod/ Non-Prod	OS	SAPS	Mem(GB)	
1	ECC DB	Prod	HP-UX	16000	128	
2	ECC CI	Prod	HP-UX	16000	128	
3	ECC Apps1	Prod	HP-UX	7000		56
4	ECC App-2	Prod	HP-UX	7000		56
5	ECC App-3	Prod	HP-UX	7000		56
6	ECC App-4	Prod	HP-UX	7000		56
7	ECC App-5	Prod	HP-UX	7000		56
8	B/W DB	Prod	HP-UX	8000	128	
9	B/W CI	Prod	HP-UX	8000	128	
10	B/W App-1	Prod	HP-UX	8000		64
11	B/W App-2	Prod	HP-UX	8000		64
12	SRM DB	Prod	HP-UX	16000	128	
13	SRM CI	Prod	HP-UX	16000	128	
14	EP PRD-1	Prod	HP-UX	8000		64
15	EP PRD-2	Prod	HP-UX	8000		64
16	Solman Prod	Prod	HP-UX	3000		64
17	ECC Dev	Non-Prod	HP-UX	4000		32
18	ECC QA	Non-Prod	HP-UX	8000		64
19	ECC Test	Non-Prod	HP-UX	4000		32
20	B/W Dev	Non-Prod	HP-UX	4000		32
21	B/W QA	Non-Prod	HP-UX	4000		32
22	SRM Dev	Non-Prod	HP-UX	4000		32
23	SRM QA	Non-Prod	HP-UX	4000		32
24	SRM DEV JAVA	Non-Prod	HP-UX	4000		32
25	EP Dev	Non-Prod	HP-UX	4000		32
26	SolMan Dev	Non-Prod	HP-UX	4000		32
-----				Total	194000	1720
Infra Servers on Unix						
27	Backup Server	Infra	HP-UX		32	
28	Ignite Server	Infra	HP-UX		32	

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

SL#	SAP Instance	Prod/ Non-Prod	OS	#CPU	Mem(GB)	Cores Xeon E52600)
1	SRM TREX	Prod	Windows	2	16	
2	Web Dispatcher	Prod	Windows	2	16	
3	Web Dispatcher	Prod	Windows	2	16	
4	Content Server	Prod	Windows	4	32	
5	Content Server	Prod	Windows	2	16	
6	SAP Router	Prod	Windows	2	8	
7	SAP BO	Prod	Windows	2	24	
8	SAP BO	Dev	Windows	2	24	
9	SAP PI	Prod	Windows	2	24	
10	SAP PI	Dev	Windows	2	24	
11	QC TAO	QA	Windows	2	24	
12	IRS Server	Management	Windows	2	24	

## **Annexure A-II**

Version of the ERP application hosted are as given below:

Sl.No. SAP Product

- |   |   |
|---|---|
| 1 | ECC 6.0 EHP6  |
| 2 | SRM 7.0 EHP2  |
| 3 | Business Intelligence 7.0   |
| 4 | Enterprise Portal 7.31  |
| 5 | Solution Manager 7.1  |
| 6 | Business Objects XI 4.0   |
| 7 | Quality Centre version 11.0 SAP TAO(Test Acceleration and Optimization<br>version 2.0 |
| 8 | Process Intelligence 7.31   |

## Annexure – C

### Scope of work for Warranty & AMC

The brief scope of work is to provide **Mission Critical service to all the Data Centre items comprising of Unix servers, Windows servers, SAN Storage and Tape Library** as mentioned in the individual AMC/support line items (Items nos 90, 110, 120, 130, 140, 170, 180, 190). Bidder has to maintain necessary critical spares at site (Duliajan) for ease of maintenance. Two HP Engineers should be posted on full time basis to ensure continuous operation. Support to SAP Application, Database maintenance and messaging Solution are not covered in scope of work.

**HP shall be directly responsible for entire warranty and AMCs**

#### **1.0 Scope of Services**

To be able to provide quality services for the Data Centre jobs, 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 in OIL. Any hardware/ software to meet the requirements under this section must be provided by the Bidder. The Bidder is expected to have the following System Management Controls in place:

<b>Sl. No.</b>	<b>Description</b>
<b>1.1</b>	<b>Preventive Maintenance:</b>  Comprehensive corrective maintenance of complete system including replacement/ repair of defective parts and systems.
<b>1.1.1</b>	Proactive support should be carried out using a team of Mission Critical mindset certified personnel. <ul style="list-style-type: none"><li>• Account Support Manager –The person will be the single point of contact for all data centre related issues.</li><li>• Remote support advocate – a named contact from the remote support center to identify potential risks in the environment and suggest proactive risk mitigation actions. E.g., problem trend analysis, proactive alerts for advisories and service notes</li><li>• Hardware Specialist – a named contact for identifying improvements in the hardware configuration</li></ul>
<b>1.1.2</b>	Perform tool based system health check at least once a year 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.
<b>1.1.3</b>	Conduct ITIL assessment workshop at least once a year and identify risks to service availability and process maturity for a chosen representative IT service. The assessment

Sl. No.	Description
	should cover at a minimum, IT Governance, Service Support, Service Delivery, Technology, Security Management and Operations Bridge & Monitoring. The service also should have options to provide comprehensive ITSM assessments based on request from Oil India.
1.1.4	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
1.1.5	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.
1.1.6	A centralized web repository to be maintained. This repository should have updated configuration information and should have secured access to Oil India 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
1.1.7	The Bidder should provide Annual Technology training workshops on Servers and Storages in OIL India Data Centre for IT Operations Team. This should be a combination of Web-Based as well as Onsite at OIL India.
1.2	<b>Problem Management</b>  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 reoccurrence. It should help in identifying the root cause of the problem and proper recording and tracking of the problem till its resolution.
1.3	<b>Incident Management</b>  Hardware events from servers/storage/SAN equipment/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.
1.4	<b>Availability Management</b>  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 for the production environment such as all the Unix servers, Networks, Intel servers, Switches, SAN, UPS, Backup Solution other site specific services.
1.5	<b>Performance Management</b>  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 the scope of this initiative. System tuning and optimization is an inherent part of this AMC.

<b>Sl. No.</b>	<b>Description</b>
<b>1.6</b>	<p><b>Capacity Management</b></p> <p>The continuous monitoring, periodic analysis, and forecasting of the changes necessary to quantify capacity and configuration of finite resource comprising the computing and communication hardware and software infrastructure supported under this initiative by Bidder. Categories of resources to be capacity managed include but are not limited to, servers, WAN/LAN components, UNIX servers, system software and UPS.</p>
<b>1.7</b>	<p><b>Periodic reporting</b></p> <p>Consolidated Periodic reporting on Preventive Maintenance, Problem Management, incident Management, Performance Management, Capacity Management showing chronological events happenings, analysis done, measures taken, formulation of proactive measures etc. to be provided to IT operation team by email.</p> <p>(The period of reporting (weekly/bimonthly/monthly etc.) will be decided and agreed upon by both OIL and Bidder.</p>
<b>1.8</b>	<p>The bidder has to provide the detail methodology on support of the above points (1.1, 1.2,1.3,1.4,1.5,1.6) how these supports can be delivered .This is to be explained in <b>separate Annexure</b>.</p>
<b>1.9</b>	<p><b>Hardware Maintenance (Systems Mentioned in the AMC line items)</b></p> <ul style="list-style-type: none"> <li>a) Perform any install, Move, Add or Change (IMAC)</li> <li>b) Hardware Installation &amp; Up gradation (CPUs/Disks/Memory/Network Cards/HBAs/Firewall etc.) of systems mentioned in Annexure-I</li> <li>c) To attend to hardware problems of all the listed hardware and resolve them by repair/replacing the spare of by providing a standby.</li> <li>d) Perform periodic preventive maintenance on all listed hardware assets.</li> <li>e) To keep spares as stock as required to meet the SLA</li> </ul>
<b>1.10</b>	<p><b>Server Management and OS Administration Service (Both Unix and Windows)</b></p> <ul style="list-style-type: none"> <li>a) OS Installation &amp; Upgradation</li> <li>b) OS Administration.</li> <li>c) Resolving all server related problems.</li> <li>d) Configuration of file and print server and resolving printing problems of users.</li> <li>e) Orderly start-up and shutdown of servers as per laid down procedures.</li> <li>f) User management – Creation and deletion of users, groups, Roles and authorizations.</li> <li>g) Monitor user authentication (details of users logging in, logging out).</li> <li>h) Install software, patches, updates and service packs.</li> <li>i) Security management – Configuring Account polity, Access rights, Password</li> </ul>

Sl. No.	Description
	<p>control</p> <ul style="list-style-type: none"> <li>j) Monitor the utilization of CPU, disk, memory and I/O parameters.</li> <li>k) Verify logs in event logger and periodically clean up log files.</li> <li>l) Schedule and optimize the services running on the server except Database and Application.</li> <li>m) Ensure all critical services are running on the server(except database and application).</li> <li>n) Maintain list of all system files, root directories and volumes.</li> <li>o) Take back up of the file systems.</li> <li>p) Reload OS in case of a crash.</li> <li>q) OS performance tuning.</li> <li>r) Network OS support.</li> <li>s) Load latest anti-virus updates on the server.</li> <li>t) Capacity monitoring and planning.</li> <li>u) Carry out vaccination in case of anticipated virus breakouts.</li> <li>v) Creating emergency repair disk and periodic update of the same.</li> <li>w) Installation of new server operating system along with RAID as per OIL's requirement.</li> <li>x) Quarterly Firmware Analysis and Management</li> <li>y) Print and File server management.</li> <li>z) Escalating unresolved problems to ensure resolution as per the agreed SLA's</li> </ul>
1.11	<p><b>Storage Area Network Service</b></p> <ul style="list-style-type: none"> <li>a) Storage Parameter tuning.</li> <li>b) Regular performance tuning.</li> <li>c) RAID rebuilding as and when required.</li> <li>d) Point-in-time copy setup and regular monitoring.</li> <li>e) Allocating system storage and planning for future storage/disk requirements for the database system as per SAP application requirements.</li> <li>f) Monitoring and analyzing any I/O bottleneck.</li> <li>g) High availability Cluster Management</li> </ul>



<b>Sl. No.</b>	<b>Description</b>
<b>1.12</b>	<p><b>Backup Solution</b></p> <p>Bidder will be guided by OIL's Backup &amp; Restoration Policy. However, this policy is modifiable for better backup solution if agreed by both OIL and Bidder.</p> <p>Backup solution related jobs are as under:</p> <ol style="list-style-type: none"> <li>1. Monitoring Backup</li> <li>2. Taking &amp; scheduling different type of backup</li> <li>3. Rectifying any backup Issues</li> <li>4. Tape library Management including Cartridge handling</li> <li>5. Restore the backup taken through Data Protector / Native OS tools</li> <li>6. HP Data Protector installation/Maintenance/Upgrade/trouble-shooting</li> <li>7. Onsite visit of HP Data Protector expert as and when required.</li> </ol>
<b>1.13</b>	<p><b>Virus Detection &amp; Eradication Management</b></p> <p>Proactive detection and removal of any virus that may affect the computing and communications infrastructure. The Bidder is to use the detection tools, keep the tools current, support the users in the recovery process if infected, remove root causes for potential future infection, and to report to OIL on all incidents and actions to prevent future infections. OIL will provide Antivirus Software (Presently Symantec End Point). However, if required to detect virus threat by using any other antivirus software then Bidder is responsible for necessary corrective action.</p>
<b>1.14</b>	<p>The bidder needs to work with DR's AMC team for proper log shipment, file system creation etc. as per service requirement</p>
<b>1.15</b>	<p><b>Patches/Firmware upgradation and OS upgradation</b></p> <p>Upgrades of OS/Patches/Firmware for servers, Network items, Tape Library etc mentioned in <b>Annexure I</b> to be supplied as and when released by the OEM and to be installed as per mutually agreed schedule between bidder and OIL.</p>
<b>1.16</b>	<p><b>Quarterly meeting</b> to be organized where OIL and vendor personnel will meet to discuss issues, remedial action etc. and to discuss plan for pro-active action for next quarter.</p>

## **2.0. Onsite Service Engineer:**

To manage the jobs within the data centre as per the agreed service levels between OIL and Bidder, the Bidder is required to place the following resources at OIL's data centre having at least 5 years of experience.

The bidder will provide the bio-data of the personnel to be deployed.

<b>Sl. No.</b>	<b>Description</b>
2.1	Two HP Service Engineers for System Administration and repair/maintenance of the Itanium, Intel based servers, SAN storage, Tape Library, Data Protector. They should be available at OIL's Data Centre during OIL's office hours. However, they should be available at site on call basis whenever required, after office hours also.
2.2	If the service of service personnel is not satisfactory, OIL will have the discretion to ask for the suitable replacement, the Bidder shall be required to provide the replacement within a week.

## **3.0 Details of SLAs**

The following set of Services are defined for the data center services. 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.

### **3.1 Definitions of Services :**

#### Non-Availability :

Is defined as, the service is not available

#### Severity Level 1

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

#### Severity Level 2 :

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

#### Resolution Time:

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

#### Recovery Time:

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

Response Time:

Represents the period of time from the problem occurrence to the time when the problem is first attended by the Bidder's engineer.

Critical service:

Is defined as, 99% service availability mentioned in Clause 7.0

### 3.2 Service level Requirement

Maintenance Service	Severity	Response Time	Recovery Time	Resolution Time
SAP ECC 6.0, SRM and BW Server Production Environment	Non Availability & Severity 1	15 minutes	2 hours	1 day
	Severity 2	2 hours	4 hours	2 days
Solution Manager and EP Production Servers	Non Availability & Severity 1	15 minutes	2 hours	1 day
	Severity 2	2 hours	4 hours	2 days
Other Unix/ Intel Servers	Non Availability & Severity 1	15 minutes	2 hours	1 day
	Severity 2	2 hours	4 hours	2 days
Storage SAN / SAN Switches	Non Availability & Severity 1	15 minutes	2 hours	1 day
	Severity 2	2 hours	4 hours	2 days
Backup solution (includes tape library)	Non Availability & Severity 1	15 minutes	2 hours	1 day
	Severity 2	2 hours	4 hours	2 days

### 3.3 System Availability Definitions:

Maintenance Service	Non Availability	Severity 1	Severity 2
	Both DB and CI (hardware/OS/application)	Either DB or CI (hardware/OS/application) is	

<b>Maintenance Service</b>	<b>Non Availability</b>	<b>Severity 1</b>	<b>Severity 2</b>
SAP ECC 6.0, SRM and BW Server Production Environment	are down	down	
	2 or More App. Servers are down (hardware/OS/application)	1 App. Servers is down (Hardware/OS/application)	
	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.
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.
Storage SAN / SAN Switches	If more than one disks fail	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 any SAN switch fails.
Backup solution (includes tape library)	If either backup server or tape library or the connectivity between Tape library, Backup server and SAN fails.	If any of NICs of FC-AL cards fail or redundant routes to SAN	Any of redundant components fail
	If the Backup Software or backup agent on any of the		

Maintenance Service	Non Availability	Severity 1	Severity 2
	server fails		

### 3.4 Uptime and Downtime Calculation

Sl. No.	Description
3.4.1	<p><b>Uptime Calculation for the quarter:</b></p> <p><math>\{[(\text{Actual Uptime} + \text{Scheduled Downtime}) / \text{Total Hours}] \times 100\}</math>.</p> <p>“Actual Uptime” means, of the Total Hours, the aggregate number of hours in any quarter during which each equipment is actually available for use.</p> <p>“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.</p> <p>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.</p> <p>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.</p> <p>“Total Hours” means the total hours over the measurement period i.e. one quarter (24*number of days in the quarter).</p>
3.4.2	<p><b>Downtime Calculation:</b></p> <p>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.</p> <p>Downtime shall end when the problem is rectified and the application/service is available to the user.</p> <p>Down time will not be considered for following:</p> <ol style="list-style-type: none"> <li>1. Pre-scheduled preventive maintenance and health checks (Scheduled Downtime).</li> <li>2. 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.</li> </ol>

Sl. No.	Description
	<p>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.</p> <p>The site engineer will maintain logs for downtime and shall be signed by both site engineer and OIL personnel for calculation of penalty.</p>

### 3.5 Penalty Measurement

Service	Measurement	Expected Minimum Uptime Availability in %	Penalty Criteria based on the Actual Uptime Availability
<b>Critical service:</b> SAP ECC 6.0 , BW, SRM, EP, Solution manager Production Servers, web dispatcher, SAN storage, SAN switch, Backup solution (includes Tape library)	Systems hardware, Software, OS, related storage Sub systems, SAN availability to support Application Execution.	99	2% of QUARTERLY MAINTENANCE CHARGES for less than 99%  4% of QMC for less than 98%  10% of QUARTERLY MAINTENANCE CHARGES for less than 97%
Application/ other Unix servers and Intel Server	Systems hardware, Software, OS, related storage Sub systems, SAN availability to support Application Execution.	98	0.25% of QUARTERLY MAINTENANCE CHARGES for less than 98%  1% of QUARTERLY MAINTENANCE CHARGES for less than 97 %  5% Of QUARTERLY MAINTENANCE CHARGES for less than 95%

### 4.0 Calculation of Penalty:

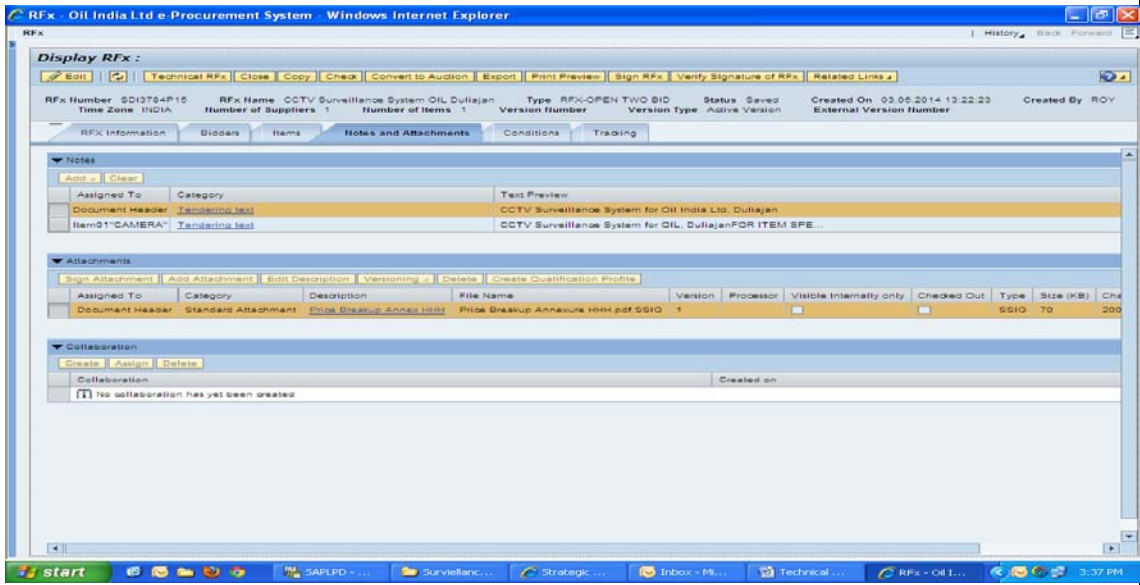
Total Penalty shall be calculated as per following calculation:

Sl. No.	Description
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4.1	Calculate penalty for each of the service independently based on the above minimum acceptable Service level defined above. In case 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.
4.2	Penalty in case of absence of Onsite HP Service Engineer: an amount based on twice the per day per person rate quoted by the bidder, will be levied after two (2) consecutive days of absence, i.e. from the 3 <sup>rd</sup> day onwards.
4.3	Total Penalty shall not exceed 15% of the total Maintenance Charges.
4.4	Penalty against AMC may be deducted from quarterly bills.
4.5	Penalty during warranty period, if any, may be deducted from any of the outstanding other AMC invoices or from Performance Bank Guarantee. For calculation of the penalty amount, AMC rates will be considered.

## 5.0 OTHER TERMS

Sl. No.	Description
9.1	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.
9.2	Bidder will have to arrange mobile phone to facilitate immediate contact from OIL's IT Department. One laptop/PC with reasonable configuration to be provided to each service engineer to carry out various maintenance jobs.
9.3	Bidder will have to arrange its own transport facility for the maintenance engineer/ technician to attend to the maintenance calls, as conveyance for its engineers to the IT Department and for movement of spares.
9.4	Bidder will have to arrange its own accommodation for its engineer at Duliajan.
9.5	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.
9.6	Bidder will have to follow the preventive maintenance schedule agreed by both OIL and Bidder.
9.7	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 his engineer for carrying out the maintenance as and when required.
9.8	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.

Sl. No.	Description
9.9	The bidder shall take adequate measures to prevent corruption/erasure of the data stored in the servers while carrying out the maintenance/repair work. The bidder shall take extreme care while doing the maintenance. Any damage taking place while the bidder is at work, shall be repaired/replaced by the bidder at no extra cost to OIL.
9.1 1	Bidder should confirm stocking of all critical spares as required to meet the SLA
9.1 2	All necessary licenses and upgrade/update medias (except SAP application licenses) for smooth functioning of all the systems under AMC should be provided by the Bidder without any additional cost
9.1 3	Batteries of systems and SAN storage to be maintained/replaced as per maintenance schedule without any additional cost
	<p><b><u>Price Breakup:</u></b></p> <p>Bidders should submit the price breakup of all the items as per "Annexure HHH" which has been uploaded under "Notes &amp; Attachments" &gt; "Attachments" as shown below. The price breakup "Annexure HHH" should be filled up, signed and uploaded under "Notes &amp; Attachments" &gt; "Attachments" only. <b>The filled up price breakup of all the items should not be uploaded in Technical RFX Response folder as it shall lead to rejection of the offer as per Bid Rejection Criteria.</b></p> 
	<b><u>Bidders should submit their bids (preferably in tabular form) explicitly mentioning compliance / non compliance to all the NIT terms and conditions of NIT.</u></b>



## **NON-DISCLOSURE AGREEMENT**

**BETWEEN**

**Oil India Ltd (OIL)**, a company incorporated under the Companies Act, 1956 and having its registered office at Duliajan, Assam – 786602, hereinafter referred to as “**OIL**” (which expression shall unless it be repugnant to the context or meaning thereof, mean and include its successors in office and assignees) of the **ONE PART** and

**AND**

\_\_\_\_\_ a company incorporated under the Companies Act, 1956 having its registered office at \_\_\_\_\_ (hereinafter referred to as “\_\_\_\_\_” which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **SECOND PART**;

**OIL** and \_\_\_\_\_ are hereinafter collectively referred to as the “Parties”.

**WHEREAS**, the Parties intend to engage in discussions and negotiations concerning the establishment of a business relationship between themselves. In the course of such discussions and negotiations, it is anticipated that each Party may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information, for the purpose of enabling the other party to evaluate the feasibility of such business relationship (hereinafter referred to as “**the Project**”).

The Parties wish to ensure that all such confidential information disclosed by either party will be held by the party who has received it in confidence and used solely in connection with their cooperation.

**NOW, THEREFORE**, in consideration of the foregoing premises, and the mutual covenants contained herein, the Parties hereby agree as follows:

## **ARTICLE 1. DEFINITION**

For the purpose of this Agreement,

### **ARTICLE-1: CONFIDENTIAL INFORMATION**

"Confidential Information" shall mean and include any information of any nature (commercial, technical, marketing, financial, etc.) in any form including but not limited to copy, abstract, sample, note or module, disclosed by either party (the "Disclosing Party") to the other party (the "Receiving Party") within the scope of the Project, whether such information are disclosed through written documents, electronic transmissions, orally or visually, and without it being necessary for the Disclosing Party to specify the confidential nature of such information.

## **ARTICLE 2. CONFIDENTIALITY**

**2.1** The Receiving Party hereby agrees to consider and treat as strictly confidential, during the term of this Agreement, the Confidential Information of the Disclosing Party. This paragraph shall survive after any expiration or termination of this Agreement and shall bind Receiving Party, its employees, agents, representatives, successors, heirs and assigns.

The Receiving Party agrees in particular:

- i) not to publish in any manner or otherwise disclose to any third party any Confidential Information or part of it, and to treat all Confidential Information at least with the same degree of care as it applies to its own files of a confidential nature;
- ii) not to use Confidential Information, even partially, for the benefit of any third party or for its own account (except for the sole purpose of the business arrangement described in the recitals above);
- iii) not to decompile, disassemble, decode, reproduce, redesign, reverse engineer or manufacture any information, code, process, products or equipment of the Disclosing Party or any part thereof; and
- iv) to disclose Confidential Information only to those of its employees and Affiliates who have a reasonable need to know in connection with the business arrangement described in the recitals above, to inform such employees of the confidential nature of the Confidential Information, and to cause them to comply with any and all terms of this Agreement.

- v) to disclose confidential information to consultants engaged by receiving Party provided such consultant also executes a Non-Disclosure Agreement with the receiving party that contains terms and conditions that are no less restrictive than these and with the prior consent of the disclosing party.

**2.2** Neither **OIL** nor \_\_\_\_\_ shall disclose to the public or to any third parties (i) the fact that the cooperation described in the recitals above is taking place between them, or (ii) the fact that Confidential Information have been made available to it or that it

has inspected any portion of the Confidential Information, without the prior written consent of the other party, unless required to do so by applicable law or regulation.

In the latter case, prior to disclosure of any information concerning the existence of the cooperation, the party obliged to make a disclosure shall inform the other party of the reason and proposed content of such disclosure and shall written consent thereon.

### **ARTICLE 3. EXCEPTIONS**

The obligations set forth in **Article 2** of this Agreement shall not apply to Confidential Information which:

- i) is in the public domain at the time of its disclosure by the Disclosing Party or thereafter falls into it without any breach of this Agreement (and, in that case, only from the date on which it fell into the public domain) ;
- ii) was known by the Receiving Party prior to its disclosure by the Disclosing Party, provided that the Receiving Party gives proper evidence of such prior knowledge; or
- iii) has been rightfully obtained by the Receiving Party from a third party without any breach of a confidentiality obligation towards the Disclosing Party; or
- iv) has been independently discovered or developed by the Receiving Party without using Confidential Information, so long as such independent discovery or development can be documented and verified.
- v) is required to be disclosed as per any law in force in India or under order of any competent court.

Confidential Information shall not be deemed to be or fall within exceptions i) to v) merely because it is embraced by more general information in the public domain or by more general



information thereafter acquired or developed by the Receiving Party. In addition, any combination of features/items/information/data shall not be deemed to be within the foregoing exceptions merely because individual features/items/information/data are in the public domain or in the possession of the Receiving Party.

#### **ARTICLE 4. RETURN OF DOCUMENTS**

Upon the expiration of this Agreement, or at the Disclosing Party's request, the Receiving Party shall promptly return to the Disclosing Party all documents including but not limited to copies, abstract, extracts, samples, notes or modules embodying Confidential Information of the Disclosing Party, or, at the option and direction of the Disclosing Party, destroy all copies of the Disclosing Party's Confidential Information and certify in writing that such copies have been duly destroyed. Until that date, the Receiving Party shall keep such documents in a place permitting both their secrecy and their rapid recovery.

#### **ARTICLE 5. NO OTHER RIGHTS OR OBLIGATIONS**

**5.1** Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any

**5.2** Nothing in this Agreement shall be construed as granting or conferring to either party any rights by license or otherwise in the Confidential Information, except as expressly provided herein.

**5.3** Nothing in this Agreement shall be construed as (i) obligating either party to disclose any information which it does not wish to disclose, or (ii) obligating either party to accept any offer or enter into any agreement between the Parties.

5.4 Other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.

#### **ARTICLE 6. NO WAIVER OF RIGHT ON DELAY**

6.1 No delay or omission by either party in exercising any rights under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by either party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

#### **ARTICLE 7. APPLICABLE LAW – JURISDICTION**

7.1 All disputes arising in connection with this Agreement, if not settled amicably by the Parties, shall be finally settled under the provisions of the Indian Arbitration and Conciliation Act, 1996 by three arbitrators appointed in accordance with the said Act.

7.2 The arbitration shall be conducted in English. The arbitral tribunal shall have its seat in **Guwahati** or any other place as may be mutually agreed by both the parties. The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly. The costs of arbitration shall be borne by the party as provided in the Act.

7.3 The Courts of **Dibrugarh** shall only have the jurisdiction for the purpose of this Agreement

#### **ARTICLE 8. DURATION**

This Agreement shall come into force on the date written hereunder, and shall remain in force for a period of **four (4)** years starting from such date. The obligations set forth in Article 2 hereof shall survive the expiration of this Agreement for the period specified in such Article.

#### **ARTICLE 9. COMPLETE AGREEMENT**

The Parties agree that this Agreement (i) is the complete and exclusive statement between the Parties with respect to the protection of the confidentiality of Confidential Information, (ii)

supersedes all related discussions and other communications between the Parties, and (iii) may only be modified in writing by authorized representatives of the Parties.

#### **ARTICLE 10. PUBLICATIONS**

Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents/provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.

#### **ARTICLE 11. REMEDIES**

The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.

**IN WITNESS WHEREOF** the Parties have caused this Agreement to be executed by their duly authorized representatives on the date written hereunder.

Made on \_\_\_\_\_, at \_\_\_\_\_ (Place)

**On behalf of OIL**

**On behalf of** \_\_\_\_\_

Signature : 

Signature : \_\_\_\_\_

Name: **A Bahukhandi**

Name:

Designation: **Head-IT**

Designation:

HEAD - IT  
OIL INDIA LIMITED  
IT DEPARTMENT  
DULIAJAN - 786 602





**Annexure- DDD**

**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. **SDI8304P16** 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 Organisation "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 cartelisation 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.
1. 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.

|

TUHIN ROY

**DEPUTY MANAGER MATERIALS (IP)**

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For the Principal

For the Bidder/Contractor

Place. Duliajan.

Witness 1 : .....

Date 26.08.2015 .

Witness 2 : .....]

**Technical Bid Checklist****Annexure-EEE**

Tender No.			
Bidder's Name :			
		<b>Compliance by Bidder</b>	
SL. NO.	BEC / TENDER REQUIREMENTS	Indicate 'Confirmed' / 'Not Confirmed' / Not applicable	Indicate Corresponding page ref. of unpriced bid or Comments
1	Bidder to confirm that he has not taken any exception/deviations to the bid document .		
2	Confirm that the product offered strictly conform to the technical specifications.		
3	Confirm that the Offer has been made with Bid Bond / Bank Guarantee / Earnest Money along with the offer (Wherever Applicable) ?		
4	Confirm unconditional validity of the bid for 120 days from the date of opening of techno-commercial bid.		
5	Confirm that the prices offered are firm and / or without any qualifications?		
6	Confirm that all relevant fields in the on-line bidding format been filled in by the bidders for the items quoted by them.		
7	Confirm that the price bid is in conformity with OIL's online bidding format ?		
8	Confirm that the Bid comply with all the terms & conditions ?		
9	Confirm that the offers and all attached documents are digitally signed using digital signatures issued by an acceptable Certifying Authority (CA) as per Indian IT Act 2000.		
10	CONFIRM THAT YOU HAVE SUBMITTED THE DULY SIGNED INTEGRITY PACT DOCUMENT (Wherever Applicable)		
11	CONFIRM THAT YOU HAVE SHALL SUBMIT PERFORMANCE BANK GUARANTEE AS PER NIT IN THE EVENT OF PLACEMENT OF ORDER ON YOU (Wherever Applicable)		
12	CONFIRM THAT YOU HAVE SUBMITTED DOCUMENTS AS PER GENERAL QUALIFICATION CRITERIA		
13	Confirm that you have submitted Name and Full Address of Issuing Bank including Telephone, Fax Nos and Email id of branch manager where Bid security has been submitted as Bank Guarantee.		

NOTE: Please fill up the greyed cells only.

**Response Sheet****Annexure-FFF**

<b>Tender No.</b>	
<b>Bidders Name</b>	

**Bidders Response Sheet**

<b>Sl No.</b>	<b>Description</b>	<b>Remarks</b>
1	Name of Bidder	
2	Whether tender document purchased from OIL's offices.	
3	Place of Despatch	
4	Whether Freight charges have been included in your quoted prices	
5	Whether Insurance charges have been included in your quoted prices	
6	Make of quoted Product	
7	Offered Validity of Bid as per NIT	
8	Delivery Period in weeks from placement of order	
9	Complied to Standard Payment Terms of OIL or not.	
10	Bid Security Submitted (if applicable)	
11	Details of Bid Security Submitted to OIL (if applicable)	
	a) Bid Security Amount (In Rs):	
	b) Bid Security Valid upto:	
12	If Bid security submitted as Bank Guarantee, Name and Full Address of Issuing Bank including Telephone, Fax Nos and Email id of branch manager	
13	Bid Security if Not submitted reasons thereof	
14	Whether you shall submit Performance Security in the event of placement of order on you (if applicable)	
15	Integrity Pact Submitted (if applicable)	
16	Whether submitted documents in support of General Qualification criteria of NIT	
17	If bidder is Small scale unit whether you have quoted your own product	
18	If bidder is Small scale unit whether you are eligible for purchase preference (as per Govt guidelines)	
19	Whether filled up the bank details for online payment as per Annexure GGG	

NOTE: Please fill up the greyed cells only.

**(TO BE FILLED UP BY ALL THE VENDOR IN THEIR OWN LETTER HEAD)  
(ALL FIELDS ARE MANDATORY)**

Tender No. :.....  
Name of Beneficiary :M/s.....  
Vendor Code :.....  
Address :.....  
.....  
Phone No. (Land Line) :.....  
Mobile No. :.....  
E-mail address :.....  
Bank Account No. (Minimum  
Eleven Digit No.) :.....  
Bank Name :.....  
Branch :.....  
Complete Address of your  
Bank :.....  
IFSC Code of your Bank  
a) RTGS :.....  
b) NEFT :.....  
PAN :.....  
VAT Registration No. :.....  
CST Registration No. :.....  
Service Tax Registration No. :.....  
Provident Fund Registration :.....

I/We confirm and agree that all payments due to me/us from Oil India Limited can be remitted to our above mentioned account directly and we shall not hold Oil India Limited responsible if the amount due from Oil India Limited is remitted to wrong account due to incorrect details furnished by us.

Office Seal

.....  
Signature of Vendor

Counter Signed by Banker:  
Seal of Bank:

Enclosure: Self attested photocopies of the following documents-

- 1) PAN Card
- 2) VAT Registration Certificate
- 3) Service Tax Registration
- 4) CST Registration
- 5) Provident Registration Certificate
- 6) Cancelled cheque of the bank account mentioned above (in original).
- 7) Bank Statement not older than 15 days on the date of submission.