

DIRECTORATE GENERAL OF HYDROCARBONS

MINISTRY OF PETROLEUM & NATURAL GAS

GOVERNMENT OF INDIA

NEW DELHI

TENDER NO. : DGH/MM/ENQ/ECMS/HW-SW

TENDER DOCUMENT

FOR

MAINTENANCE OF ECMS HARWARE & SOFTWARE

Notice Inviting Tender

This is a Limited Tender Enquiry and only the prospective bidders of known credentials are eligible to participate. All the bidders who are interested to quote need to approach this office on or before 11th May 2010 with a formal request letter along with requisite documentation as specified below in Qualification Criterion:

- 1. Leading Service providers with sound track record in maintaining similar range of systems. The bidder should have at least three years experience in maintaining Servers, SAN Storage & Associated Software.**
- 2. Certificate from OEM should be attached stating that vendor is authorized to maintain HP Servers & Hitachi SAN Storage and OEM will provide support through the particular partner during AMC period for replacement of spares etc.**

The tender document containing details of the services required, other terms and conditions against tender will be issued only to the eligible prospective bidders without any tender cost by the office, Office of HOD (MM) Directorate General of Hydrocarbons C – 139, Sector- 63 Noida - 201301, India (Ph No: 0120-4029400, Fax No: 0120-4029410) on or before 11/05/10 during working hours i.e. 10 am to 5.00pm. Tender document downloaded from DGH Website is only for immediate and general information and will not be accepted.

Directorate General of Hydrocarbons

Ministry of Petroleum & Natural Gas

Govt. of India, NOIDA, INDIA

Phone No : (+91)-120-4029400

Tele Fax : (+91)-120-4029410

Office of : Director General (DGH)

C-139; Sector-63 ,NOIDA-201301

No. DGH/MM/ENQ/ECMS/HW-SW

Date: 28/04/2010

To,

INVITATION TO BID

Sub: Annual Maintenance Service Contract for Maintenance of Hardware and Server Software at DGH Office at Noida, India.

Dear Sir,

Directorate General of Hydrocarbons (DGH), under the Ministry of Petroleum & Natural Gas, Govt. of India, invites sealed tenders in duplicate for Hardware and Server Software for Essentiality Certificate Monitoring System

The salient features of the tender are as under: -

1. Tender No. : DGH/MM/ENQ/ECMS/HW-SW
2. Place of Submission : Directorate General of Hydrocarbons (DGH)
C-139; Sector-63
NOIDA-201301

3. Bid Closing Time & Date : 1400 Hrs (IST) on 19/05/10
4. Bid Opening Time, Date & Place : 1500 Hrs. (IST) on 19/05/10 at
DGH,C-139;Sector-63,Noida-201301
5. Bid validity : 90 days from bid closing date.
6. Amount of Performance Guarantee (PG) to be submitted only by the Successful Bidder. : 10% of Contract value. Performance Guarantee (PG) is to be submitted within 21 days of placement of work order as per proforma enclosed at Annexure-V and it should be valid for a period of 30 days beyond the Contract completion period.
7. Time period for completion of work : As Per the Award of Contract. Bidder should quote the minimum and maximum period he will take to install/operate the link at DGH.
8. Quantum of Liquidated damages for default in completion of 100% work within the stipulated contract period. : At the rate of ½% of the contract value per week or part thereof subject to a maximum of 7.5% of the contract value.

Other details and terms/conditions are as per the following Annexures:

- Annexure-I - Instruction to the Bidders.
Annexure-II - General Terms & Conditions.
Annexure-III - Scope of Work
Annexure-IV - List Of Hardware & Software to be maintained
Annexure-V - Price Format
Annexure-VI - Performance Guarantee Form

You are invited to submit your bid against the above tender.

Thanking you,

Yours faithfully,

(Sanjeev Nanda)

HOD(MM)

For Directorate General of Hydrocarbons

Encl: As above

INSTRUCTIONS TO BIDDERS

1. SUBMISSION OF BIDS

1.1 Sealing and Marking of Bids:

The tender would be processed according to a single Bid procedure. Offers should be submitted in Duplicate.

1.1.1 The envelope containing the Bid should be in a **sealed cover** bearing the following information on the right hand top corner :

- Tender No.:
- Bid Closing Date:
- Bidder's Name:

1.2 Tender should be delivered at the following address so as to reach not later than 1400 hrs of the closing date of the tender:

HOD(MM)

Directorate General of Hydrocarbons

C – 139, Sector- 63

Noida - 201301

1.3 Timely delivery of the bid is the responsibility of the Bidder. Bids must reach DGH not later than the closing date & time specified in the tender. **Any bid received by DGH after the closing date and time will be rejected and/or returned unopened to the Bidder. DGH will not be responsible for the loss of tender or for any delay during the postal transit or otherwise.**

1.4 The bids can only be submitted in the name of the bidder in whose name the bid documents were issued by DGH. The tender papers shall be complete in all respects and submitted together with requisite information and annexure, if any. It shall be complete and free from ambiguity, changes or interlineations.

1.5 The bidder's offer and any annotations or accompanying documentation shall be in **English** language only. The complete bid including the prices must be written by the bidder with indelible ink and **each page of bid shall be signed by the bidder failing which the bid may be rejected.**

1.6 **Bidders shall quote their firm rates in figures and without putting any conditions / qualifications.** Tenders containing qualifying expressions such as "subject to availability", "subject to minimum acceptance", "subject to getting permission" etc. shall be liable for disqualification and may lead to rejection.

1.7 Bidders should indicate at the time of quoting against this tender their complete postal and fax/e-mail address.

- 1.8 The conditions of the contract to be made with the successful bidder would be based on various sections of this document.
2. The bidder shall submit the bid along with Rs.16000/- (Rupees Sixteen Thousand Only) as earnest money deposit by way of demand draft/bankers cheque in favor of Directorate General of Hydrocarbons, New Delhi, failing which the bid is liable to be rejected. The earnest money shall be refunded to all unsuccessful bidders after finalization of tender.
3. **BID OPENING**
- DGH will open the Bids in the presence of Bidders, or his authorized representative, who choose to attend at the date, time and place mentioned in the forwarding letter. However, the Bidder's representative must produce an authorization letter from the Bidder at the time of opening of Bids.
4. **DGH's RIGHT TO ACCEPT OR REJECT BID:**
- The DGH reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time, prior to the award of Contract, without assigning any reason.
5. **LIQUIDATED DAMAGES FOR DEFAULT.**
- Timely completion of this project is essential. In the event of the Contractor's default to provide the services as per Annexure III within specified period of Contract, the Contractor will be liable to pay liquidated damages at the rate of ½% of cost of work order, per week, subject to a maximum of 7.5%.
6. **BID PRICE :**
- Price quoted by the successful bidder shall remain firm throughout the duration of the contract and not subject to variation on any account. Price quotations are to be strictly in accordance to the Price Format. Any deviation is to be indicated separately. The price quoted shall include all duties, rates, taxes and other levies.
7. **PERIOD OF VALIDITY:**
- Bids shall remain valid for 90 days after the Bid Closing date. A bid validity for shorter period shall be liable to be rejected.
- 8.. **COST OF BIDDING**
- The bidder shall be solely liable to bear all cost and charges associated with the preparation and submission of its bid, and DGH will in no case be held responsible or liable for payment of any cost associated with the preparation or submission of the said bid irrespective of the outcome of this bidding process as also in case the entire bidding process or part thereof is nullified /cancelled due to any reasons whatsoever.

GENERAL TERMS AND CONDITIONS

1. COMMENCEMENT AND PERIOD OF CONTRACT:

The Contract shall be effective from date of Letter of Award initially for period of 1 year, which is renewal for a further period of two years as per the same terms and conditions at the option of DGH.

2. Rates should be quoted as per the format mentioned in Annexure IV.

3. **Payment Terms:** The AMC Charges shall be paid by DGH as a half yearly payment at the end of each six month period against raising of invoice by the AMC provider. Each payment shall be made by DGH normally within 30 days of receipt of invoice duly certified by user department of DGH.

3. SECURITY DEPOSIT:

The bidder is required to submit an interest free security deposit within 21 days of award of contract in the form of demand draft in favour of Directorate General of Hydrocarbons payable at New Delhi or Bank Guarantee for 10% of the contract value from a Nationalized Bank in India valid for a period of two months beyond expiry of this contract for satisfactory performance of the job. DGH will have right to forfeit Security deposit or invoke Bank Guarantee if the contractor fails to provide satisfactory services to DGH as per the terms of the contract. (Performa for Performance Bank Guarantee attached as annexure-II).

4. TERMINATION:

4.1 Termination on expiry of the CONTRACT

This Agreement shall be deemed to have been automatically terminated on the expiry of the CONTRACT period unless the DGH has exercised its option to extend this CONTRACT in accordance with the provisions, if any, of this CONTRACT.

4.2 Termination on account of insolvency

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

4.3 Termination for unsatisfactory performance

If DGH considers that the performance of the CONTRACTOR is unsatisfactory or, not upto the expected standard, DGH shall notify the CONTRACTOR in writing and specify in detail the cause of such dissatisfaction. DGH shall have the option to terminate this Agreement by giving 15 days notice in writing to the

CONTRACTOR, if, CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the DGH.

4.4 Termination for delay in mobilisation

Successful bidder shall be required to mobilise complete equipment alongwith crew (only crew in case of Operation and Maintenance Contracts) for commencement of services at the specified site within 15 days of Letter of Award. If the CONTRACTOR (successful bidder) fails to mobilize as above, the CONTRACT shall automatically stand terminated unless CORPORATION has extended the mobilisation period with levy of Liquidated Damages, as per Clause 6 of this tender document.

4.5 Consequences of termination

In all cases of termination herein set forth, the obligation of DGH to pay shall be limited to the period upto the date of termination. Notwithstanding the termination of this Agreement, the parties shall continue to be bound by the provisions of this Agreement that reasonably require some action or forbearance after such termination.

In case of termination of CONTRACT herein set forth except under 7.1 and 7.2, the CONTRACTOR shall be put on holiday [i.e neither any enquiry will be issued to the party by DGH against any type of tender nor their offer will be considered by DGH against any ongoing tender(s) where contract between CORPORATION and that particular CONTRACTOR (as a bidder) has not been finalized for two years from the date of termination by DGH to such CONTRACTOR.

- 4.6 DGH shall have the right to terminate this contract at any time by giving 15 days prior written notice and no cost or damage or any amount shall be payable by DGH on this account (except) for the work already done by the contractor.

5. No increase in price on or any score shall be entertained by DGH.

6. Force Majeure:

6.1 In the event of either of the parties being rendered unable, wholly or in part by force majeure to carry out its obligations under the agreement when entered into, it is agreed that on such party giving notice and particulars of such force majeure in writing or by fax to the other party as soon as possible, after the occurrence of the cause relied on, then the obligations of the party giving such notice so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused but for no longer period, and such cause as far as possible be remedied with all reasonable effort.

6.2 The term "force majeure" as used herein shall mean 'Acts of God' including Landslides, lightning, Earthquake, Fires, Storms, Flood & Wahsout, Strikes, Lockouts or other Industrial Disturbances in the Seller's undertaking, Wars whether declared or not, Blockades, insurrection, riots and Government regulations whether of the kinds herein enumerated or otherwise, which are not within the control of the party claiming suspension, and which renders performance of the contract by the said party impossible.

7. LIQUIDATED DAMAGES:

- In the event of the contractor default in maintaining the agreed time frame schedule set out in the Order, DGH shall have the right to cancel the order at any time after expiry of scheduled time frame and make alternative arrangement at

the discretion of DGH in which case extra expenditure involved, will be recoverable from the contractor

- In the alternative, successful bidder shall be liable to pay liquidated damages @ 0.5% per week or part thereof of the value of contract in respect of which default in delivery takes place subject to maximum 7.5% as an agreed pre estimate of the damage suffered.
- If services of the contractor are not found satisfactory penalty of Rs 2,000/- per day towards deficiency in service will be levied and the amount will be deducted from the final bill. In this regard decision of DGH shall be final and binding.

8. Arbitration: - In the event of any disagreement/dispute arising in connection with execution of the contract which cannot be settled in an amicable manner between DGH and the contractor, the matter shall be referred to Arbitration. Such Arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996 as amended till date. The venue of such Arbitration will be at Delhi.

9. TAXES AND LEVIES

- a. Corporate and personnel taxes payable by Contractor in respect of the contract, if any shall be the liability of Contractor and DGH shall not be held responsible on this account.
- b. The quoted price shall include all the taxes including Service Tax, if applicable and Income Tax, levies, duties etc. shall be borne by the Contractor.
- c. Tax on payments made shall be deducted at source by DGH as per the Indian Income Tax Act and Rules framed there under including subsequent changes, if any. A proper Tax Deduction Certificate will be issued by DGH within the time prescribed under the Indian Laws.

SCOPE OF WORK AND GOALS

Contractor shall carry out the maintenance jobs of the hardware as mentioned in Annexure-IV according to the terms and conditions of this document.

1.0. SCOPE OF WORK (Hardware)

- 1.1. During the Maintenance period, Contractor undertakes that all the Hardware listed at Annexure-I shall function in accordance with published Product specifications of the respective manufacturer. The listed hardware are covered under warranty till 04/02/2011 for parts replacement by the OEM.
- 1.2. The service consists of preventive and corrective maintenance including facilitating escalation of calls to OEMs during warranty period till 04/02/2011 and later on its own for carrying out of the necessary repairs and fittings of replacement parts as and when required. The resolution of all repairs including replacement of parts through OEM will be the responsibility of service provider. Replaced parts become the property of OEM / AMC service provider.
- 1.3. The AMC service provider shall provide maintenance service from 9.30 a.m. to 5.30 p.m. (Monday through Friday) to keep the machines in good working order.
- 1.4. During the contract period, Contractor's engineer will be visiting site in DGH premises at least once in a month to carry out day to day preventive and routine maintenance and other related support activities.
- 1.5. The service also consists of loading and maintenance of OS and other related software. The OS licenses and media will be provided by DGH.
- 1.6. Contractor shall undertake correction of errors reported by DGH. Contractor shall provide response to maintenance call within 24 working hrs.
- 1.7. Contractor will perform Maintenance at DGH's site and only on the Equipment identified by its serial number and as specified in this Document.
- 1.8. Maintenance includes parts and labor to keep the Equipment in good operating condition. Contractor will, at its option, repair or replace any Equipment component or items that fail as a result of normal usage of such Equipment s. Any component parts that are removed from the Equipment as part of the Maintenance will become the property of OEM / Contractor.
- 1.9. Contractor personnel, while at the DGH facility, will comply with DGH's workplace rules and requirements as identified by DGH.

2.0. SCOPE OF WORK (Software)

There are two Oracle 10g instances on two separate Windows 2003 servers whose file systems are mounted from the SAN storage. There are three other application servers on Windows 2003 whose file systems are also mounted from the SAN storage. To ensure maximum availability and uptime of the entire ECMS solution landscape DGH desires to avail the services of the contractor with respect to software maintenance. The contractor is required to provide the services of MCSE certified engineer for Windows 2003 based server maintenance and OCP certified Oracle 10g DBA whose broad scope of scope is highlighted below.

- 2.1. Designing and implementation of backup and restoration policy both for Windows 2003 OS and Oracle.
- 2.2. Restoration of OS or Oracle in case of server crash.
- 2.3. Proactive monitoring & tuning of OS and Oracle
- 2.4. Monitoring & analysis of OS & Oracle logs and taking up necessary actions.
- 2.5. During the contract period, Contractor's software specialist will be visiting site in DGH premises at least once in a month to carry out day to day preventive and routine maintenance and other related support activities of the software.
- 2.6. The service also consists of loading and maintenance of OS and Oracle 10g . The OS and Oracle licenses and media will be provided by DGH.
- 2.7. Contractor shall undertake correction of errors reported by DGH. Contractor shall provide response to maintenance call within 24 working hrs.
- 2.8. The contractor can extend remote support in the above areas in consultation with DGH's IT team. However DGH may require such service on site on call basis.

3.0. DGH Responsibilities

- 3.1. DGH will provide the necessary environment, electrical power supply connections, and adequate physical facilities for the Equipment within DGH's facility. DGH will provide Contractor and its service providers with reasonable and safe access to the Equipment for performing the maintenance work.
- 3.2. Upon Contractor's request, DGH agree to provide at no charge storage space for spare parts, documentation, and adequate working space, including normal heat, lighting, ventilation, electrical power, and telephone. Such storage and working space will be within a reasonable distance of the Equipment. s

4.0 SERVICES

4.1 Movement of Products

DGH shall give Contractor 30 day prior written notice of any movement of the products to any other location in Nodia/Greater Noida. DGH shall reimburse to Contractor costs which will be mutually agreed upon, for de-installation and re-installation.

Annexure –IV

List of Hardware / Software items to be Maintained

S. No:	Description	Quantity
1	SAN Storage	1
	Six tera byte external storage(SAN) using 45 X 146 GB FC Dual ported HDD with complete fibre-fibre solution, Raid 0,1 & 5 supported, 4GB cache per controller with battery backup, 2 X 4 GBPS FC ports for server / SAN switch connectivity with support for Linux. Windows & Unix OS (32/64 Bit versions) & complete redundancy. (Size – 10u). Model No. Hitachi AMS 500, (3 yr warranty).	
	Software for multipath feature with OS & CPU independent per server license	
	Fibre channel host bus adapter (HBA) (4 GBPS or Higher).	
	16 Post FC scan switch with 4GBPS or higher, features: auto sensing, zooming, IU rack size, integrated Ethernet and serial port for communication.	
2	SERVERS	5
	Rack mount server -2 U (SCSI) (Dual Intel Xeon 3.2 Ghz with 2MB L2 cache & 800 MHz FSB with dual processor support, 4X1 GB DDR2-400 or higher RAM, 2x 300 GB Ultra 320 HS HDD, Integrated Server Ethernet dual port controller (10/100/1000 Mbps), IDE DVD-Rom Drive, Redundant hot swap power supply - 3 year warranty	
3	RACK	1
	42U rack with dual power inputs, cables, cooling fans, proper power distribution and accessories. (3 yr warranty).	
	Rack mountable (1U) 8 Port KVM switch with OSD, cables and accessories to connect all ports. (3 yr warranty).	
	Rack mountable (1U) keyboard, mouse with 15" LCD monitor (3 yr warranty)	

	12 feet cable and accessories to connect KVM switch to monitor, KBD and mouse	
4	SOFTWARE	
	Oracle 10g instances	2
	Windows 2003 server Edition	5

Annexure V

Price Schedule

SI No	Description	Unit Price (Years)	Quantity (Years)	Total Price
1	Hardware Maintenance		3 (Three)	
2	Software Maintenance		3 (Three)	
3	Applicable Taxes			
	Total			

PERFORMA FOR PERFORMANCE BANK GUARANTEE

(To be submitted on non-judicial stamp paper)

Ref. No.

Bank Guarantee No.

Date ____ / ____ /

To

Directorate General of Hydrocarbons

C-139; Sector-63;

NOIDA-201301

INDIA

Sirs,

1. In consideration of Directorate General of Hydrocarbons, a body, under the Ministry of Petroleum & Natural Gas established in 1993 and having its office, at C-139, Sector-63, NOIDA-201301 (hereinafter referred to as "the DGH", which expression shall unless repugnant to the context or meaning thereof includes all its successors, administrators, executors and permitted assigns) having awarded letter of intent (LOI)/ Order dated _____ to M/s. _____ having its registered / head office at _____ (hereinafter referred to as "Contractor"), which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assigns and the DGH having agreed that the contractor shall furnish to the DGH a performance guarantee for an amount of Rs. _____ for the faithful performance of the entire contract as mentioned in the Order.
2. We _____ (name of the bank along with address, Telex No., Fax No.) registered under the laws of _____ having our head / registered office at _____ (hereinafter referred to as "The Bank", which expression shall, unless repugnant to the contest or meaning thereof includes all its successors, administrators, executors and permitted assigns), do hereby guarantee and undertake to pay immediately on first demand in writing any / all money to the extent of Rupees _____ (in figures) _____ (in words) without any demur, reservation, contest or protest and/or without any reference

to the Contractor. Any such demand made by the DGH on the Bank by serving a written notice shall be conclusive and binding on the bank notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as the liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be validly enforceable until it is discharged by the DGH in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the contractor and shall remain valid, binding and operative against the bank.

3. The Bank also agrees that the DGH at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor in the first instance, without proceeding against the contractor and notwithstanding any Bond or other guarantee/s that the DGH may have in relation to the contractor's liabilities.
4. The Bank further agrees that the DGH shall have the fullest liberty without being obliged to seek our prior consent and without affecting in any manner our obligations set out hereunder to vary any or all of the terms and conditions of the said contract or to extend the time of performance of the contract by the contractor from time to time or to postpone the performance of the contract for any period of time or from time to time exercise of any of the powers vested in the DGH against us and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from any of our liability / liabilities by reason of any such variation or amendment to any or all terms of the contract.
5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the contract and until all dues payable by the contractor to the DGH under the contract have been fully paid and the entire claim which the DGH may have against the contractor has been fully satisfied or discharged or till the DGH discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution or in the constitution of the DGH or in that of the Contractor.
7. The Bank hereby confirms that this guarantee has been issued after due observance of all appropriate laws of the country of issue and the issuance of this Bank guarantee does not violate any of the said laws.
8. The Bank hereby also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and shall be subject to the exclusive jurisdiction of the competent Indian Courts within whose jurisdiction the tenders have been invited.
9. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Rupees _____ (in figures) Rupees _____ (in words) and it shall remain in force until _____ (indicate the date of expiry of the bank guarantees) unless extended further. We must receive all claims made under this Guarantee before the said expiry of this Bank Guarantee. If no such claim has been made or received by us within the said expiry or the extended date/s, the rights of the DGH under this

Guarantee will cease. However, if we have received a claim within the said date, all rights of DGH, under this Bank Guarantee shall be valid and subsisting and shall not cease until we have satisfied the said claim.

In witness whereof, the bank through its authorized officer has set its hand and stamp on this _____ day of _____ 2009 _____ at _____.

(Signature)

Full Name & designation
and official address (in legible letters)

with bank stamp

WITNESS NO.1

(Signature)

Full name and Official address
(in legible letters)

Attorney as per power of Attorney

No. _____

Dated: _____

WITNESS NO.2

(Signature)

Full Name and Official address
(in legible letters)