

Bharat Heavy Electricals Limited
भारत हैवी इलेक्ट्रिकल लिमिटेड



Corporate Systems & Information Technology
कॉर्पोरेट प्रणाली एवं सूचना प्रौद्योगिकी

CS&IT Hall, 2nd Floor, HRD & ESI Complex, Plot No. 25,
Sector 16A, NOIDA, U.P.-201301

Request for Proposal
FOR
Oracle Annual Technical support (ATS)



BHARAT HEAVY ELECTRICALS LIMITED
भारत हेवी इलेक्ट्रिकल लिमिटेड
CORPORATE SYSTEMS & INFORMATION TECHNOLOGY
कॉर्पोरेट प्रणाली एवं सूचना प्रौद्योगिकी

Ref. No. : AA:CS&IT:P31:Ora-ATS

Date: 30th May, 2014

Dear Sir / Madam,

Sub: Enquiry for Annual Technical Support (ATS) for Oracle Database & Application Server Licenses

Sealed bids are invited for the Annual Technical Support (ATS) for Oracle Database & Application Server Licenses as per the terms and conditions of RFP enclosed.

Bidders shall submit queries, if any, regarding this tender in the specified format (**Annexure-V**) on or before **06.06.2014**.

Any corrigendum / notifications issued by BHEL, related to this tender, shall be available / hosted on www.bhel.com and <http://eprocure.gov.in>. Hence all bidders are expected to keep visiting www.bhel.com and <http://eprocure.gov.in> for any corrigendum / notification in their own interest.

The bidders are expected to examine all instructions, formats, terms, specifications, conditions and all other information in the bidding documents. Failure to furnish all information asked for or to submit a bid not substantially responsive to the bidding documents may result in rejection of the bid as decided by the BHEL. BHEL's decision shall be final and binding.

Please ensure that your response complete in all respect in requisite format with necessary enclosures is delivered on or before the due date & time i.e., **20.06.2014 at 1500 hrs.**

Bids shall be addressed to:

SDGM (CS&IT)
Bharat Heavy Electricals Limited,
CS&IT-Hall, 2nd Floor, HRD & ESI Complex,
Plot no. 25, Sector-16a, Noida (UP) – 201301.

Thanking you,
Yours faithfully,
For and on behalf of BHEL

SDGM (CS&IT)

Contents

1.	REQUEST FOR PROPOSAL:	5
1.1	Brief Scope of Work:	5
1.2	Eligibility Criteria:.....	5
2.	General Instructions to Bidders.....	5
3.	Instructions and Guidelines to Bidders.....	5
3.1	Introduction:	5
3.2	Tenderer to Inform Himself Fully	6
3.3	Cost of Bidding:.....	6
3.4	Procedure for Submission & Opening of Bids:	6
3.5	Marking On Envelope:	7
3.6	Bid Submission:.....	7
3.7	Bid Opening.....	7
3.8	Late Bids:.....	8
3.9	Validity of Offer:.....	8
3.10	Deviations:	8
3.11	Language of Bid:	8
3.12	Clarification on Bidding Documents:.....	8
3.13	Amendment of Bidding Documents:	8
3.14	Documents Accompanying the Bid:	8
3.15	Tender Evaluation:	8
4.	Commercial Terms & Conditions for Bidders	9
4.1	General:	9
4.2	Scope of Work:	9
4.3	Delivery Period:	9
4.4	Rates:.....	9
4.5	Taxes & Duties:	9
4.6	Payment Terms:	10
4.7	Security Deposit:	10
4.8	Return of Security Deposit:.....	11
4.9	Bank Guarantees:	11
4.10	Purchaser's Right to accept or Reject any or all Bids:.....	11
4.11	Penalty for Late Delivery:	12
4.12	Indemnity:	12
4.13	Confidentiality:	12
4.14	Non-Disclosure Agreement:	12
4.15	Risk Purchase:.....	13

4.16	Arbitration:	13
4.17	Laws Governing the Contract:	13
4.18	Merger & Acquisition:	13
4.19	Bankruptcy:	13
4.20	Force Majeure:	13
4.21	Limitation of Liability:	13
4.22	Exemption:	13
4.23	Termination of Contract & its Consequences:	14
4.24	Acceptance of Order:	14



1. REQUEST FOR PROPOSAL:

1.1 Brief Scope of Work:

Bharat Heavy Electricals Ltd. (A Govt. of India Undertaking) invites tenders for Annual Technical Support (ATS) for Oracle Database & Application Server Software Licenses from bidders who qualify as per criteria below. The details of the existing Oracle License are as per **Annexure-I**. The tender is invited in Two Parts, Part1 (EMD, Techno-Commercial) and Part2 (Price).

1.2 Eligibility Criteria:

- 1.2.1 The bidder shall be the OEM of the offered product or Gold/Platinum/Diamond partner of the OEM. If the bidder is not OEM of the offered product, then the bidder shall submit an authorization letter duly signed and stamped by an authorized signatory of the OEM, authorizing the bidder to quote his (OEM's) products in this specific tender.
- 1.2.2 The bidder should be a registered company in India under Indian Companies Act 1956 / 2013. A documentary proof to be submitted as evidence.
- 1.2.3 The bidder should have an office in NCR. Address details to be submitted.
- 1.2.4 The bidder must have been a profitable company for the two out of the last three financial years. Attested copies of Balance Sheets / PL statements to be submitted as proof.
- 1.2.5 The bidder should not be in the banned list available on BHEL web site www.bhel.com.

A self-declaration by the bidder for the above is required in Part – I EMD & TECHNO-COMMERCIAL BID.

2. General Instructions to Bidders

- 2.1 Earnest Money Deposit (EMD) for the tender is Rs.1,00,000/- (Rupees One Lakh only).
- 2.2 EMD is to be submitted through Pay Order / Demand draft payable at New Delhi / Noida.
- 2.3 Key Activities and Dates

S.No.	Key Activity	Date
1	Issuance of Request For Proposal (RFP)	30-05-2014
2	Last date of receiving queries from bidders	06-06-2014
3	Last date of replying to queries	11-06-2014
4	Last date and time for submission of proposals	20.06.2014: 1500hrs
5	Technical Proposal opening	20-06-2014: 1530hrs
6	Commercial Proposal opening	Will be intimated later

3. Instructions and Guidelines to Bidders

3.1 Introduction:

M/s Bharat Heavy Electricals Limited (A Govt. of India Undertaking) incorporated under the Companies Act 1956 having registered office at BHEL House, Sirifort, New Delhi-110049 through its office at New Delhi (hereinafter referred to as "BHEL", which expression shall include its successors and assigns), invites offers for Leasing of Equipment / Services in BHEL, as per requirement and commercial Terms and conditions detailed in the tender documents.

3.2 Tenderer to Inform Himself Fully

- 3.2.1 The bidder shall closely peruse all the clauses, specifications and requirements etc., indicated in the tender documents before quoting. Should the bidder have any doubt about the meaning of any portion of the tender specifications or find discrepancies or omissions in the specifications or if the tender documents are found to be incomplete or require clarifications on any of the technical aspects, scope of work etc., he shall at once contact the official inviting the tenders, for clarification before submission of the tender.
- 3.2.2 Bidders are advised to study all the tender documents carefully. Any submission of tender by the bidder shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof.

3.3 Cost of Bidding:

The Bidder shall bear all costs associated with the preparation and submission of its bid and the Purchaser will in no case be responsible or liable for those costs.

3.4 Procedure for Submission & Opening of Bids:

Bids shall be accepted by the official inviting the tenders, in two parts, as described below, on or before the due date & time indicated in the Tender Notice.

Part-I : EMD & Techno-Commercial Bid

This part shall consist of the following:

- 1) EMD in the form of Pay Order / Demand Draft of **Rs.1,00,000/-** (Rupees one Lakh only) in favour of "Bharat Heavy Electricals Limited" payable at New Delhi or Noida. In the absence of submission of EMD, the offer will be summarily rejected.
- 2) Bounded volume of:
 - i) Technical offer/ details including literature/leaflets. The bidder can offer only as per technical specifications of the equipments. The Purchaser reserves the right to accept or reject the technical offer. Price bids of only techno-commercially short listed vendors will be opened.
 - ii) No Deviation Certificate as per format enclosed as **Annexure-II**.
 - iii) Checklist of PRICE BID (Unpriced Copy) as per format enclosed as **Annexure-III** with word "QUOTED" written against all items in price column.
 - iv) Clause wise compliance of all tender terms and conditions.
 - v) Self-declaration from bidder for not being part of banned list and not engaging the services of the banned firms.

Part-II : Price Bid

Price bid containing PRICES only is to be submitted (in the Price Schedule format enclosed as **Annexure-III** only). Prices shall be quoted in Indian Rupees only. Bidder shall give details of Direct Applicable Taxes (between Bidder & BHEL as asked in the Price Bid Format) clearly. Any changes in these Direct Applicable Tax rates during the complete lease period will only be payable as per actuals, subject to submission of documentary evidence. Any other taxes, duties, levies and charges assessed on the bidder by local, national or any statutory authorities will not be payable by BHEL.

Price Bid should not contain any technical details and/or Commercial Terms & Conditions as the same are supposed to be contained in PART-I only, so that the same can be evaluated before opening of Price Bid(s).

3.5 Marking On Envelope:

Part-I and Part-II offers shall be submitted in two separate sealed envelopes with bidder's distinctive SEAL and super-scribed as follows:

- Part-I :**
1. **Tender Enquiry No. and Its Description**
 2. **Due Date of Opening**
 3. **"EMD & Techno-Commercial Bid".**
- Part-II :**
1. **Tender Enquiry No. and Its Description**
 2. **Due Date of Opening**
 3. **"Price Bid" as per enclosed Format.**

Un-sealed envelopes or envelopes not super-scribed as above may not be accepted/considered.

3.6 Bid Submission:

- 3.6.1 Bids shall be addressed to the official inviting Bids by name and designation and sent at the following address:

SDGM (CS&IT)
Bharat Heavy Electricals Limited,
CS&IT Hall, 2nd Floor, HRD & ESI Complex, Plot No. 25,
Sector – 16A, Noida (UP) 201301
Telephone no. : (0120) 2416462 / 2416494
Email : csit-purchase@bhel.in

- 3.6.2 Bids can also be delivered in person to the official inviting Bids.
- 3.6.3 Bids submitted by post shall be sent by "REGISTERED POST" only and shall be posted with due allowance for any postal delay. Bids shall be submitted latest by 1500 Hrs. of the due date. Bids received after the Due Date and Time of submission will be summarily rejected.

3.7 Bid Opening

- 3.7.1 PART-I (EMD & Techno-commercial Bid) may be opened on the due date and time as specified in the Enquiry Letter, in the presence of bidders who may like to attend. Part-II (Price Bid) shall be opened subsequently. However, Purchaser reserves the right to open both the parts simultaneously i.e. Part-I and Part-II together.
- 3.7.2 In case of public opening, date and time of Price Bid (Part-II) opening shall be intimated to the technically and commercially acceptable bidders only.
- 3.7.3 Purchaser also reserves the right to open the earlier i.e. superseded price bids, if any, submitted by the bidder(s), if required.
- 3.7.4 Not more than two representatives from each bidder will be permitted to be present during tender opening.
- 3.7.5 No correspondence shall be entertained from the bidders after the opening of Price Bid(s).
- 3.7.6 Standard pre-printed conditions of the bidders attached to the offer will not be accepted and only those mentioned in the body of his offer will be considered.
- 3.7.7 Unsolicited bids shall not be entertained. Unsolicited revised Price Bids also, shall not be entertained at any stage of the tendering process and will lead to automatic disqualification of the party's bid.

3.7.8 No Literature, Pamphlets other than what is specified is to be enclosed. All such enclosures shall be considered as unread and also will not be considered as part of the quotation.

3.7.9 Manufacturer's name, trade Mark or Patent No., if any, should be specified.

3.7.10 Purchaser reserves the right to negotiate the tender, if required.

3.8 Late Bids:

Any proposal received by BHEL after the deadline for submission of bids shall be summarily rejected and returned unopened to the bidder.

3.9 Validity of Offer:

Offer shall be kept valid for four months from the due date of Tender, for Purchaser acceptance

3.10 Deviations:

Bidder shall submit the No Deviation Certificate as per the **Annexure-II**.

3.11 Language of Bid:

The bid, all correspondence and documents related to the bid shall be in English.

3.12 Clarification on Bidding Documents:

The Bidder is expected to carefully go through this Tender Document and understand the functional requirements thoroughly before submitting their offer. All legitimate queries and clarifications regarding this tender must be submitted in writing to the undersigned by 06.06.2014. The reply to the same will also be made available from the undersigned by 11.06.2014. BHEL will not entertain or respond to bidders' queries and clarifications received after 06.06.2014.

Name : Shivali
Contact details : 0120-2416496
Email : csit-purchase@bhel.in

OR

Name : Ajay Bagati
Contact Details : 0120-2416462
Email : csit-purchase@bhel.in

3.13 Amendment of Bidding Documents:

The Purchaser may at its sole discretion amend the Bidding Documents at any time prior to the deadline for submission of bids. However in case of such amendment, the bid submission date may be extended at the discretion of the purchaser.

Amendments made prior to submission of bid will be provided in the form of Addenda / Corrigendum to the Bidding Documents and will be posted on the BHEL website (www.bhel.com or <http://eprocure.gov.in>) in Tender Notification section.

3.14 Documents Accompanying the Bid:

All documents shall be submitted as per the NIT. All documentary evidence in support of claims must clearly be marked as to against which criteria the document is submitted and should be fully indexed.

3.15 Tender Evaluation:

3.15.1 Totals/Gross Total of Prices should be indicated both in words as well as in figures. If there is a difference between price quoted in words and figures or if there is any other price discrepancy, higher value(s) will be considered for evaluation and lower value will be considered for ordering.

- 3.15.2 Through offer of higher warranty/configuration/rating, that what is required as per tender specifications, may be accepted, no extra weightage or preference will be given for the same.
- 3.15.3 Prices of optional items, if any, shall not be considered for Price evaluation and comparison, unless stated otherwise.
- 3.15.4 All applicable taxes (VAT/Sales Tax, Service TAX) are to be specified clearly in the Price Bid Format.
- 3.15.5 After finalizing the techno-commercial offers, BHEL may adopt Reverse Auction process for arriving at the lowest price offer.
- 3.15.6 The Order will be placed on L1 vendor.

4. Commercial Terms & Conditions for Bidders

4.1 General:

The words incorporating singular shall include plural and vice-versa, in the words importing masculine gender shall include feminine and vice-versa and the words importing persons shall include bodies; corporate, limited liability companies, partnership and other legal entities.

4.2 Scope of Work:

The broad scope of work includes as following:

- 4.2.1 Annual Technical Support (ATS) for one year on the software as per **Annexure I** with CSI support validity verified online via oracle Metalink.
- 4.2.2 Supply of the required Software Updates as per the CSI no. 19078818. The software updates to new Oracle releases including product upgrades, maintenance releases and patches should be electronically downloadable from OEM website.
- 4.2.3 Provide 24x7 web based product support (via oracle metalink) with direct access to oracle experts for product-specific questions about installation, configuration, backup, recovery, performance, migration, upgrades and any security patching of oracle software.
- 4.2.4 Provide on-site support for any issues relating to database and application server. (Including installation, configuration, backup, recovery, performance, migration, upgrades and any security patching).

All the softwares / licenses supplied under this contract shall be legal and licensed in the name of BHEL.

4.3 Delivery Period:

After placement of order, the bidder shall provide ATS account no. / CSI details specifying one year validity within 15 days of the date of issue of order.

4.4 Rates:

Rates are to be quoted as per Price Bid Format. Details of prevailing rates of taxes should be indicated separately. Bidders, in their own interest, are requested to check up and indicate the different tax tariff like service tax etc. Taxes not mentioned by the bidder in their bid will not be entertained at later date. However, during the execution of the contract any increase or decrease in the above taxes/imposition of new taxes will be entertained on submission of relevant documentary proof.

4.5 Taxes & Duties:

Any change in applicable taxes, like Service Tax, VAT, etc, shall be to BHEL's account.

4.6 Payment Terms:

The payment will be released 100% on submission of BG equal to order value.

4.7 Security Deposit:

4.7.1 Upon acceptance of Tender, the successful Tenderer should deposit the required amount of Security Deposit for satisfactory completion of work, as per the rates given below:

S. No.	Contract Value	Security Deposit Amount
1	Up to Rs. 10 lakhs	10% of Contract Value
2	Above Rs. 10 lakhs upto Rs.50 lakhs	1 lakh + 7.5% of the Contract Value
3	Above Rs. 50 lakhs	Rs 4 lakhs + 5% of the Contract Value exceeding Rs. 50 lakhs.

4.7.2 The security Deposit should be furnished before start of the work by the contractor

4.7.3 Security Deposit may be furnished in any one of the following forms

- 4.7.3.1 Cash (as permissible under the Income Tax Act)
- 4.7.3.2 Pay Order / Demand Draft in favour of BHEL.
- 4.7.3.3 Local cheques of scheduled banks, subject to realization.
- 4.7.3.4 Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- 4.7.3.5 Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act.
- 4.7.3.6 Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
- 4.7.3.7 Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be deposited in any form as prescribed before start of the work and the balance 50% may be recovered from the running bills.
- 4.7.3.8 EMD of the successful bidder can be converted and adjusted against the cash portion of Security Deposit excepting for such bidders who have remitted One Time EMD.

NOTE: Acceptance of Security Deposit against Sl. No. (4.7.3.4) and (4.7.3.6) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

4.7.4 The Security Deposit shall not carry any interest.

4.7.5 In case the value of work exceeds / reduces from the awarded / accepted value, the Security Deposit shall be correspondingly enhanced / reduced as given below:

4.7.5.1 The enhanced part of the Security Deposit shall be immediately deposited by the Contractor or adjusted against payments due to the Contractor.

4.7.5.2 There will be no reduction in Security Deposit value in case of variation in contract value upto the lower limit specified in Quantity variation clause. In case of reduction of contract value beyond the lower limit specified in Quantity Variation clause, then the Security Deposit shall be re adjusted in proportion.

4.7.5.3 In case of reduction, the reduced Contract value shall be certified by BHEL representative. The reduced Security Deposit value can only be considered after taking into account the adequacy of the securities held by BHEL to meet the liabilities of the contractor for the contract, and the performance of the contract in general.

In such cases, the revised value of Security Deposit shall be worked out only after execution of not less than the lower limit of the revised scope of work/contract value as per quantity variation clause, and as certified by BHEL representative. This reduction in value of Security Deposit shall not entitle the contractor to any amendment of Contract and shall be operated at the discretion of BHEL

4.7.6 Contract value for the purpose of operating the reduced / increased value of Security Deposit due to Quantity Variation, shall be exclusive of Price Variation Clause, Over Run Compensation and Extra works done on man day rates.

4.7.7 The validity of Bank Guarantees towards Security Deposit shall be initially up to the completion period as stipulated in the Letter of Intent/Award + 3 months, and the same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by BHEL.

4.7.8 BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfil any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts with BHEL.

4.8 Return of Security Deposit:

Security Deposit shall be refunded/Bank Guarantee(s) released to the Contractor after deducting all expenses / other amounts due to BHEL under the contract / other contracts entered into with them by BHEL.

4.9 Bank Guarantees:

Where ever Bank Guarantees are to be furnished / submitted by the contractor, the following shall be complied with

4.9.1 In case the Bank Guarantees are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder.

4.9.2 Bidders to note that any corrections to Bank Guarantees shall be done by the issuing Bank, only through an amendment in an appropriate non judicial stamp paper.

4.9.3 The Original Bank Guarantee shall be sent directly by the Bank to BHEL under Registered Post Acknowledgement Due), addressed to the Subcontracting Department of the respective Region.

4.10 Purchaser's Right to accept or Reject any or all Bids:

The Purchaser reserves the right to make changes within the scope of the Contract at any point of time.

4.10.1 The Purchaser reserves the right to accept or reject any or all bids, and to annul the Tender process at any time prior to the issue of Letter of Award. In this case, the Purchaser shall not incur any liability to the affected Bidders or any obligation to inform the affected Bidders about reasons for such action.

4.10.2 The Bidder shall not sub-contract supply of software/licenses without written consent from BHEL. Further, BHEL shall not be liable for making any payments to the sub-bidders.

4.11 Penalty for Late Delivery:

If deliveries or installation & commissioning are not completed within the delivery schedule, a penalty of 0.5% per week (or part thereof) subject to a maximum of 10% of the total order value will be charged.

4.12 Indemnity:

Bidder shall fully indemnify and keep indemnified the Purchaser against all claims which may be made in respect of the use of System / Software / Item(s) / services supplied / rendered by the Bidder for infringement of any rights protected by patent, registration of designs or trademarks and legality of the Software. However the Bidder will have no obligation for any claim of infringement arising from third party products not supplied in the order, modifications and technical information/ instructions advised by purchaser and use of products prohibited by product manuals.

All such claims in this regard will be settled as per Indian Laws.

In the event of any such claims being made against the Purchaser, Purchaser will inform in writing to the Bidder who shall at his own risk and cost either settle any such dispute or conduct any litigation that may arise.

4.13 Confidentiality:

The Bidder shall keep confidential any information related to this tender. The Bidders shall note that the confidential information will be used only for the purposes of this tender and shall not be disclosed to any third party for any reason whatsoever.

As used herein, the term "Confidential Information" means any information, including without intimation, information created by or for the other party, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Bidder in rendering the services hereunder are the Confidential Information of the Bidder.

At all times during the performance of the Services, the Bidder shall abide by all applicable BHEL's security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the term of this tender and such rules, policies, standards, guidelines and procedures by its employees or agents.

The Bidder should not disclose to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment hereof, and any Attachment or Annexure hereof.

The obligations of confidentiality under this section shall survive the rejection of the contract.

4.14 Non-Disclosure Agreement:

The successful bidder shall sign a Non-Disclosure Agreement (NDA) as per BHEL format **Annexure IV** in compliance to Information Security Management System.

4.15 Risk Purchase:

Purchaser shall reserve the right to terminate the order / contract and purchase from elsewhere at the risk and cost of the Vendor, either the whole or part of the Systems / goods, which the Vendor has failed to deliver within the stipulated delivery period or if the same were not available, the best and the nearest available substitute(s) thereof. The Vendor would be liable to compensate the Purchaser for any loss, which the Purchaser may sustain by reason of such purchase. This clause will be operated only after completion of delivery period including extended period with penalty.

4.16 Arbitration:

In all cases of disputes emanating from and in reference to this contract, the matter shall be referred to the arbitration. All disputes or differences between the parties will be resolved through arbitration governed by "The Arbitration and Conciliation Act, 1996" as amended from time to time. The venue of arbitration shall be in New Delhi.

4.17 Laws Governing the Contract:

The order/ contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the order/ contract.

Courts at Delhi/ New Delhi shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract to which these conditions are applicable.

4.18 Merger & Acquisition:

In case of mergers and acquisitions of the bidder company or the OEM, all the contractual conditions and obligations shall automatically get transferred to acquiring company / entity and acquiring company must assume all the obligations of the contract till the end of the contract period.

4.19 Bankruptcy:

If the Bidder becomes bankrupt or have a receiving order made against him or compound with his creditors or being a Corporation commence to be wound up, not being a voluntary winding up for the purpose only or amalgamation or reconstruction, or carry on their business under a receiver for the benefit of their creditors or any of them, BHEL shall be at liberty:

4.19.1 To terminate the engagement forthwith without any notice in writing to the Bidder or to the liquidator or receiver or to any person in whom the Bidder may become vested.

4.19.2 To give such liquidator or receiver or other person the option of carrying out the engagement subject to their providing a guarantee for the due and faithful performance of the engagement up to an amount to be determined by BHEL.

4.20 Force Majeure:

Vendor shall not be responsible for delay in delivery resulting from acts / events beyond his control, provided notice of the happening of any such act / event is given by the Vendor to the Purchaser within 15 days from the date of its occurrence. Such acts / events shall include but not be limited to acts of God, war, floods, earthquakes, strikes, lockouts, epidemics, riots, fire or Governmental regulations superimposed after the date of order / contract.

4.21 Limitation of Liability:

The vendor's liability shall be limited to the value of this contract only.

4.22 Exemption:

MSMEs, registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, are exempted from payment of cost of tender document and EMD as well as entitled to avail the benefit of **Public Procurement Policy for Micro and Small Enterprises (MSEs), dated 23.03.2012**, subject to furnishing the documentary proof in support of claim along with their request letters and feasibility in terms of ordering and supply.

4.23 Termination of Contract & its Consequences:

- 4.23.1 Purchaser reserves the right to terminate the order/contract, either wholly or in part, upon situations arising due to non-compliance of stipulations of the Order/contract by the Vendor.
- 4.23.2 Vendor shall continue the performance of the order/contract under all circumstances, to the extent not cancelled.
- 4.23.3 BHEL reserves the rights to cancel the contract in case the equipment and services are not found to be satisfactory.
- 4.23.4 BHEL will give one month notice to the vendor before canceling/terminating the contract.

4.24 Acceptance of Order:

Letter of acceptance of the Order along with Security Deposit (as per clause 4.7) is to be submitted within One week of receipt of Order.

Existing Oracle License Details

Sl. No	Description	CSI No	Qty
1	Oracle Database Enterprise edition & EM packs (Diagnostic, tuning, DLM and Partitioning)	19078818	4
2	Oracle Application Server enterprise edition (Weblogic Suite) with Management Packs		4

No Deviation Certificate

This is to certify that our offer is exactly in line with your tender enquiry no. **AA:CS&IT:P31:Ora-ATS dated 30th May 2014** This is to expressly certify that our offer contains no deviation either Technical or Commercial in either direct or indirect form.

Signed By:

Name: _____

Designation: _____

Organization: _____

Date & Place: _____

Phone/Fax/Mobile/Email: _____

Stamp & Seal: _____



Price Bid Format

Sl. No	Item Description	Qty.	Software Update	Product Support	CST (%)	Service Tax %	Any Other Tax	Total Price
1	Annual Technical support (ATS) for Oracle Database Enterprise edition & EM packs (Diagnostic, tuning, DLM and Partitioning) with security patching, support and upgrades. CSI No. 19078818	4						
2	Annual Technical support (ATS) for Oracle Application Server enterprise edition (Weblogic Suite) with Management Packs with security patching, support and upgrades. CSI No. 19078818	4						

Total offered price: Rs.....

Note :

1. The rate should be quoted in Indian Rupees.
2. A technical compliance statement must be attached with the offer
3. The total cost should be mentioned in this format, The prices should be fixed and should avoid use of vague terms as "Extra as applicable".

Seal & Signature of the Company



THIRD PARTY NON-DISCLOSURE AGREEMENT

I, _____, on behalf of the _____ (Name of Company), acknowledge that the information received or generated, directly or indirectly, while working with BHEL on contract is confidential and that the nature of the business of the BHEL is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL. Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data,

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL all documents and property of BHEL, including but not necessarily limited to: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, and are reasonable given the nature of the business carried on by the BHEL. I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Dated at _____, this ____ day of _____, 20__.

Name

Company

Signature

Note:- The above format is suggestive in nature. Any other format of NDA duly approved can also



Pre- bid Query / Clarification Format

S.No.	Reference of the Clause No. of the RFP	Query / Clarification

Signed By:

Name: _____

Designation: _____

Organization: _____

Date & Place: _____

Phone/Fax/Mobile/Email: _____

Stamp & Seal: _____

