

TENDER NOTICE

**Ref. No.: AA:CIT:P31:Ora-Licenses
Date: 16.03.2013**

To,
Prospective Bidders.

Dear Sirs,

Subject: Enquiry for Procurement of Oracle Database & Application Server Licenses

Sealed quotations are invited for the supply of Oracle Database & Application Server Licenses as per scope of work, terms & conditions as per the enclosed tender. Firm offers should be submitted in TWO parts as detailed in relevant sections. Both the parts should be individually sealed and superscribed indicating Part No. as required and enclosed in the main cover duly sealed and superscribed.

Before preparing the bids, please see the details in various Sections and enclosed Annexures.

Please note that the sealed tender bids can be submitted up to **11:00 hours on 03.04.2013** Techno Commercial Bids (Part-I) will be opened at **15:00 hours on 03.04.2013** in the presence of such tenderers and /or their authorized representatives who choose to be present. The representative should be the same person who has signed the documents or his authorized representative with an authorization letter. During Bid opening process, bidder or his authorized representative will not be allowed to carry mobile phone/ camera or any such photo recording device in Bid opening area. There shall not be any overwritten figures in document. All cuttings should be duly signed by the authorized person submitting the offer and should be rewritten in figures and words both. Vendors are required to come prepared for technical clarifications on the opening day. The Price bids (Part-II) may be opened on the same day after discussions/clarifications, if any. **BHEL takes no responsibility for delay, loss or non-receipt of tender documents sent by post and also reserves the right to accept or reject any or part of the tender without assigning any reason thereof.**

Tender should be sent to the office of:

**Manager (CS&IT)
Bharat Heavy Electricals Limited,
CIT Hall, 2nd Floor, HRD & ESI Complex,
Plot No. 25, Sector – 16A, NOIDA (UP) 201301**

With regards
For **Bharat Heavy Electricals Ltd.**


(Ajay Bagati)
Manager (CS&IT)
Tel No.: (0120) 2416462
Email : ajay@bhel.in

1.0 General Instructions to the bidders

- 1.1 Tender documents (non-transferable) will be available for download from the BHEL website www.bhel.com from **16.03.2013, Saturday**.
- 1.2 Last date of submission is **11:00 Hrs on 03.04.2013, Wednesday**, and technical bids shall be opened at **15:00 Hrs. on 03.04.2013, Wednesday**.
- 1.3 Earnest Money Deposit (EMD) for the tender is Rs.2,00,000/- (Rupees two lakhs only).
- 1.4 EMD is to be submitted in the form of Pay Order/Demand draft in favor of "Bharat Heavy Electricals Limited" payable at New Delhi or Noida.
- 1.5 The tenderer shall closely peruse all the clauses, specifications and requirements etc., indicated in the tender documents, before quoting. Should the tenderer 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 clarifications, before submission of the tender.
- 1.6 Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer 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.

2.0 Procedure for Submission & Opening of Bids

- 2.1 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: TECHNO-COMMERCIAL BID

This part shall consist of the following:

- i. Technical offer/ details including literature/leaflets, if any. The bidder can offer only as per requirements specified under technical specifications. BHEL reserves the right to accept or reject the technical offer. Price bids of only techno-commercially short listed vendors will be opened.
- ii. Authorization by OEM to participate in this bid.
- iii. EMD in the form of Pay Order/ Bank Draft of Rs.2,00,000/- (Rupees Two Lakhs 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.
- iv. No Deviation Certificate as per enclosed format.
- v. Checklist of PRICE BID (Unpriced Copy) as per enclosed format with word "QUOTED" written against all items in price column.
- vi. Clause wise compliance of all tender terms and conditions.
- vii. 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 enclosed Price Bid format only). Prices shall be quoted in Indian Rupees only. Bidder shall give details of applicable tax rates also along with the price bid.

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).

3.0 Marking On Envelope

3.1 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 REF NO. AND SUBJECT**
- 2. DUE DATE OF OPENING**
- 3. "EMD & TECHNO-COMMERCIAL BID".**

PART II:

- 1. TENDER REF NO. AND SUBJECT**
- 2. DUE DATE OF OPENING**
- 3. "PRICE BID" as per enclosed Format.**

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

4.0 Bid Submission

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

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

4.2 Bids can also be delivered in person to the official inviting Bids.

4.3 Bids submitted by post shall be sent by "REGISTERED POST" only and shall be posted with due allowance for any postal delay. Bids received after the Due Date and Time of submission shall be summarily rejected.

5.0 Bid Opening

5.1 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.

5.2 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.

5.3 Purchaser also reserves the right to open the earlier i.e. superseded price bids, if any, submitted by the bidder(s), if required.

5.4 Not more than one representative will be permitted to be present for the tender opening. Mobile Phone/Camera or any such photo recording device will be banned during tender opening.

5.5 No correspondence shall be entertained from the bidders after the opening of Price Bid(s).

6.0 Bid Validity

The bids shall remain valid for a period of 90 days from the last date of submission of offers.

7.0 Rejection of bid and other conditions

- 7.1 The Offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com
- 7.2 Late bids will not be entertained and rejected summarily.
- 7.3 The offer is liable to be rejected, if it is found after the Price Bid Opening that the Checklist of Price Bid submitted by the bidder, as a part of Part-I offer, is different from the actual Price Bid.
- 7.4 Non-compliance with any of the requirements and instructions of the Tender Enquiry may result in the rejection of the bid.
- 7.5 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.
- 7.6 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.
- 7.7 Purchaser reserves the right to negotiate the tender, if required.
- 7.8 The remuneration, which the Successful Bidder shall receive from the contract, will be subject to normal tax liability in India.
- 7.9 Any discrepancy in words & Figures – Quoted in Price Bid shall be dealt with as per following:
 - a) If, in the price structure quoted for the required goods, services, works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
 - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
 - d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
- 7.10 All cutting, overwriting in the proposal should be authenticated by the initials of the authorized signatory. In case of any calculation error the unit rates would prevail. The amount will also have to be written in words.

8.0 Tender Evaluation

- 8.1 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 values will be considered for ordering.

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

Commercial Terms & Conditions

1.0 Eligibility Criteria

- a) 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.
- b) The bidder shall be a company registered in India as per Indian Company Act 1956. (copy of Incorporation certificate to be submitted)
- c) The bidder should not be on the banned list and also should not have engaged the services of the banned firms. The list of banned firms is available is 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**.

- d) The bidder shall be a profitable company for the last 3 financial years. (Copy of Financial statements to be submitted)

2.0 Scope of Work

The broad scope of work includes as following:

- a) Supply of the required software as per technical specifications & BOM as per **Annexure-I**. The software should be electronically downloadable from OEM website. Successful Bidder shall provide the valid ORACLE CSI no.
- b) Annual Technical Support (ATS) for one year on the supplied software

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

The hardware (intel servers) on which these software will be installed will be provided by BHEL.

3.0 Schedule for Supply:

The successful bidder shall complete the supply in **14 days** from the date of award of order. In case of delay in supply, Bidder will be penalized as per Clause No. 10.0 "Late Delivery".

4.0 Performance Bank Guarantee

The successful bidder has to submit Performance Bank Guarantee (PBG) equal to 10% of total order value, valid for a period of 13 months from the date of supply of software. The Purchaser will discharge the Performance Bank Guarantee after completion of the Bidder's performance obligations, including any warranty obligations, under the contract.

The Performance Bank Guarantee issued from any nationalized bank, HDFC bank or ICICI bank will be acceptable. The Bank guarantee will be as per the format given by BHEL.

5.0 Bid Prices

The Bidder shall give the pricing, in the prescribed price bid format, as a total for the complete scope of work and inclusive of all prevailing levies & taxes like Excise Duty, Custom Duty, packing, forwarding, freight and insurance, Octroi / Entry Tax, etc., except VAT/Sales Tax & Service Tax. The bidder shall clearly mention the applicable rates of VAT/Sales Tax & Service Tax.

6.0 Discounts

The Bidders are informed that discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purposes.

7.0 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.

8.0 Payment Terms

The payment will be made in the following manner:

- a) Equivalent to 90% of the order value, against supply of software/licenses.
- b) Equivalent to 10% of the order value against submission of Performance Bank Guarantee as & when submitted.

All payments will be released from the office of the undersigned on submission of invoices in duplicate and reports towards successful/complete supply.

9.0 Purchaser's Rights

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

- a) 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.
- b) 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.

10.0 Late Delivery:

Any delay by the Successful Bidder in the delivery of the supplies as per delivery schedule will make the Successful Bidder liable to any or all of the following:

- a) Imposition of penalty.
- b) Termination of the contract for default & Forfeiture of EMD

If the Bidder fails to complete supply as per scope of work within **14 days from the date of issue of Purchase Order**, BHEL shall without prejudice to its other remedies under the contract, deduct a sum equivalent to the 0.5% of the total order value for every week (seven days) or part thereof of delay, up to maximum deduction of 5% of the total charges of undelivered quantity/services. Once the maximum is reached, BHEL may consider termination of the contract and/ or forfeiture of EMD.

11.0 Support:

The bidder shall provide annual technical support on the supplied software as per scope of the work. The bidder shall have back-to-back arrangement with the OEM for the annual technical support (ATS).

12.0 Force Majeure

Neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any of the parties, including, but without limited to, fire, flood, explosion, acts of God or any governmental body, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, strikes, lockouts or other labour disputes, insurrections, civil commotion, war, enemy actions.

If a Force Majeure arises, the Bidder shall promptly notify BHEL in writing of such condition and the cause thereof. Unless otherwise directed by BHEL, the Bidder shall continue to perform his obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Bidder shall be excused from performance of his obligations in whole or part as long as such causes, circumstances or events shall continue to prevent or delay such performance.

13.0 Arbitration

In the event of any dispute or difference arising out or touching upon any of the terms and conditions of this contract and /or in relation to the implementation or interpretation hereof, the same shall be resolved initially by mutual discussion and conciliation but in the event of failure thereof, the same shall be resolved in accordance with "the Arbitration and Conciliation Act, 1996" and any subsequent amendments. The venue of arbitration shall be in Delhi.

14.0 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.

15.0 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.

16.0 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:

- a) 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.
- b) 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.

17.0 Clause wise Compliance

Bidders are required to furnish clause wise compliance to BHEL tender enquiry terms and conditions. This should be enclosed in Part-I of the offer.

Price Bid Format

Item No.	Item Name	Item Description	Qty	Unit Price (INR)	Total Price without Taxes (INR)	VAT/Sales Tax, if Any		Service Tax, if Any		Total Price with Taxes (INR)
						%age	Value	% age	Value	
1	Oracle Database Enterprise Edition with 1 Year Software update and upgrade and product support									
		1 (a) Oracle Database Enterprise edition or Higher(latest version) - Full Use Processor Perpetual	4							
		1 (b) EM packs for Database (Diagnostic, Tuning, Database Lifecycle Management(DLM) & Partitioning) - Latest Version - Full Use Processor Perpetual	4							
		1 (c) Product Update & Upgrade for 1 (one) Year On item 1(a) and 1(b)	4							
		1 (d) Product Support for 1 (one) Year On item 1(a) and 1(b)	4							
2	Oracle Application Server Enterprise Edition and Management pack with 1 Year Software updates and upgrades and product support									
		2 (a) Oracle Application Server Enterprise Edition or Higher (Latest Version) - Full Use Processor Perpetual	4							
		2 (b) Management Packs For Application Server - Latest Version - Full Use Processor Perpetual	4							
		2 (c) Product Update & Upgrade for 1 (one) Year On item 2(a) and 2(b)	4							
		2 (d) Product Support for 1 (one) Year On item 2(a) and 2(b)	4							
Total										

Total in Words (inclusive of taxes):	
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No Deviation Certificate

This is to certify that our offer is exactly in line with your tender enquiry no., **dated** 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: _____