

**BHARAT HEAVY ELECTRICALS LIMITED
BOILER AUXILIARIES PLANT
RANIPET 632 406.**

INFORMATICS CENTRE

**BHEL:BAP:IC:9109
DT: 20/04/2012**

Dear Sir

Annual Technical Support for the following products are to be renewed for the period from 01/06/2012 to 31/05/2013. Kindly offer your best quote in the format given in Annexure – I as per the scope of work and Terms & Conditions given in Annexure - II.

Sl. No	Product Code	Description	Qty
01	15919839	Oracle Database Enterprise Edition – Processor Perpetual	4
02	15919839	Real Application Clusters - Processor Perpetual	4
03	15919839	Diagnostics Pack - Processor Perpetual	4
04	15919839	Tuning Pack - Processor Perpetual	4
05	15919839	Oracle Database Enterprise Edition – Named User Plus Perpetual	4
06	15919839	Real Application Clusters - Named User Plus Perpetual	100
07	15919839	Diagnostics Pack - Named User Plus Perpetual	100
08	15919839	Tuning Pack - Named User Plus Perpetual	100
09	8938100470	Internet Developer Suite - Named User Perpetual	1
10	9038100470	Internet Developer Suite - Named User Perpetual	1
11	8938100470	Oracle Database Enterprise Edition – Named User Plus Perpetual	96
12	9038100470	Programmer – Named User Plus Perpetual	1
13	6265100470	Internet application Server Enterprise Edition- Named user perpetual	50
14	16124973	Internet Developer Suite - Named User Plus Perpetual	6
15	16124973	Internet application Server Enterprise Edition- Processor Perpetual	11

Looking forward to your quote at the earliest.

Thanking You

Yours faithfully,

For and on behalf of BHEL.

**(R.LAKSHMANAN)
Sr. DGM / Informatics Centre**

Annexure - I

Sl. No	Product Code	Description	Qty	Period	Software Update	Product Support	Total
01	15919839	Oracle Database Enterprise Edition – Processor Perpetual	4	01/06/2012 To 31/05/2013			
02	15919839	Real Application Clusters - Processor Perpetual	4				
03	15919839	Diagnostics Pack - Processor Perpetual	4				
04	15919839	Tuning Pack - Processor Perpetual	4				
05	15919839	Oracle Database Enterprise Edition – Named User Plus Perpetual	4				
06	15919839	Real Application Clusters - Named User Plus Perpetual	100				
07	15919839	Diagnostics Pack - Named User Plus Perpetual	100				
08	15919839	Tuning Pack - Named User Plus Perpetual	100				
09	8938100470	Internet Developer Suite - Named User Perpetual	1				
10	9038100470	Internet Developer Suite - Named User Perpetual	1				
11	8938100470	Oracle Database Enterprise Edition – Named User Plus Perpetual	96				
12	9038100470	Programmer – Named User Plus Perpetual	1				
13	6265100470	Internet application Server Enterprise Edition- Named user perpetual	50				
14	16124973	Internet Developer Suite - Named User Plus Perpetual	6				
15	16124973	Internet application Server Enterprise Edition- Processor Perpetual	11				
				Total 1 to 15			
				Applicable Taxes			
				Total Amount(Rs)			
				Total Amount including Taxes in Words			

Scope of Work and Terms & Condition:

1.0 Scope of Work :

- The Vendor has to deliver Oracle Contract Certification for Software Update and Product Support with CSI Number, Product Features, Quantity etc. within 30 days from the date of receipt of Order. The vendor has also to provide a user guide in the form of soft copy for accessing and down loading upgrades, logging bugs, complaints etc.
- Telephonic, Fax, e-mail support during Office hours of BHEL.
- Product maintenance release in the form of free fixes and patches.
- Product upgrades of no extra cost.
- Knowledge sharing sessions on the Upgrades
- 24 x 7 access to WEB support.
- Access to Oracle metalink
- In the event of the problem not being sorted out by the above means deploying persons to site for solutions should be ensured (visits to BAP).
- Onsite support during critical circumstances involving dedicated oracle consultancy group.
- Assistance during complete database crash
- Server performance related issues (crashing server / database hanging) and if cannot be resolved over an off line support mechanism like phone, fax or email, suitable persons to be deputed to BHEL, Ranipet to resolve the issue.
- Problem investigation and workarounds
- Fixes / patches on the specific hardware platform
- Assistance in applying Oracle patches

2.0 Price and Validity :

- Price shall be firm throughout the tenure of the contract. Variation of what so ever nature is to Vendor's account. Applicable Taxes shall be quoted separately in the Annexure – I in unambiguous terms. Invoices for claiming the contract price shall be as per the prevalent law. BHEL may avail CENVAT credit and vendors invoice to support the same.
- Statutory variations in Taxes and Duties applicable if any shall be inclusive.
- Price should be valid for a period of ninety days from the date of opening of the tender.

3.0 EMD

An amount of Rs. 1,50,000.00(Rupees One Lakh Fifty Thousand Only) will have to be paid as EMD(Earnest Money Deposit) either cash at our cash office or as DD to be drawn in favor of BHEL, Ranipet Payable at State Bank of India, Mukundarayapuram,(MRPURAM PROJECT Code Number : 07013) Ranipet. In case DD is obtained from other Banks, the same to be "Payable at Ranipet". Offers without EMD, will be rejected. The EMD amount of the unsuccessful Tenderers will be returned on placement of the Purchase Order.

4.0 Security Deposit :

The Successful bidder should pay Security Deposit of Rs. 4.00 Lakhs + 5% of the amount exceeding Rs. 50.00 Lakhs, within 90 days from the date of LOI or before the Payment date whichever is earlier and this will be released after successful completion of the support period and against the certification by the officer in-charge. The EMD amount will be adjusted against the Security deposit requirement.

5.0 Payment Terms :

Payment will be made after receipt of Oracle contract notification for software update and product support and submission of Invoice and verified by Informatics Centre.

6.0 Bidder qualification :

Bidder should be an authorized Oracle support renewal partner and certificate from Oracle for this tender should be enclosed along with Technical bid.

7.0 Non-Disclosure Agreement :

The successful bidder should execute a Non-Disclosure Agreement as given in the format in Annexure – V

8.0 Tender Opening Date and Time :

Last date for submission of Tender : **07/05/2012 14:00 Hrs** and to be submitted at Informatics Centre, BHEL, Ranipet.

Opening of Tender : **07/05/2012 14:30 Hrs** at Informatics Centre.

9.0 Instruction for submission of Offer :

- Bidder should submit the offer in a sealed envelope which would contain two separate sealed envelopes as 1. Technical bid 2. Price bid.
- The Technical bid translated in English if submitted in other official languages of Government of India shall contain
 - 1.EMD as per clause 3.0
 - 2.Copy of Service Tax registration Certificate
 - 3.Confirmation of compliance to Technical conditions as per Annexure – III
 - 4.No deviation certificate as per Annexure – IV
 - 5.Un priced price schedule duly signed as per Annexure – I(offer in other than the prescribed format in annexure – I will get rejected without any further intimation from BHEL end. Hence vendors are requested to exercise at most care. As no deviation is to be certified, the contrary terms and conditions imposed by vendors are not acceptable and BHEL will proceed to finalize the Tender as per Annex-I).
- The price bid in Annexure – I shall be duly filled in with Prices in Indian Rupees. All applicable duties and Taxes shall be clearly indicated in the Offer.
- Each sealed envelope shall super scribed with the type of bid (Technical or Price) and specify the tender reference along with the title as ‘Oracle ATS Renewal’ and bidder’s Name, Stamp and Signature.
- Both these envelopes should be submitted through one covering letter in a sealed envelope super scribing with the Tender reference along with the title as ‘Oracle ATS Renewal’ and bidder’s Name, Stamp and Signature.
- Each page of the bid should be duly signed, numbered and stamped.
- The quote should be submitted to Sr. DGM/Informatics Centre, BHEL, Ranipet – 632 406, Tamilnadu(State) with necessary enclosures.
- Tenders received after the due date and time of opening will be rejected.
- Tenders received through email/fax will not be considered.
- BHEL has the right to cancel this Tender with or without assigning any reasons.

CONFIRMATION OF COMPLIANCE TO THE TENDER REQUIREMENTS

S. No	Description	Accepted (Yes/No)	Remarks
1.	The vendor has to deliver Oracle contract notification for software update and product support with CSI Number, Product features, Quantity etc. within 30 days from the date of receipt of Order. The vendor has also to provide user guide in the form of soft copy for accessing and downloading upgrades, logging bugs, complaints etc.		
2.	Telephonic, Fax, E-mail support during office hours of BHEL.		
3.	Product maintenance releases in the form of free fixes and patches.		
4.	Product upgrade at no extra cost		
5.	Knowledge sharing sessions on the Upgrades		
6.	24 x 7 access to web support		
7.	Access to Oracle metalink		
8.	In the event of problem not being sorted out by the above means deploying persons to site for solutions should be ensured(visits to BAP)		
9.	Onsite support during critical circumstances involving dedicated oracle consultancy group.		
10.	Assistance during complete database crash		
11.	Server performance related issues (crashing server / database hanging) and if cannot be resolved over an off line support mechanism like phone, fax or email, suitable persons to be deputed to BHEL, Ranipet to resolve the issue.		
12.	Problem investigation and workarounds		
13.	Fixes / patches on the specific hardware platform		
14.	Assistance in applying Oracle patches		
15.	NDA WILL BE EXECUTED		
16.	Certificate from Oracle for this Tender		

Signed By:**Name:** _____**Designation:** _____**Organization:** _____**Date & Place:** _____**Phone/Fax/Mobile/Email:** _____**Stamp & Seal:** _____

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: _____

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.

I will abide by the ISMS manual of BHEL, Ranipet.

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

Name

Company

Signature