

Tele:23385536
Reply should be addressed to
Director(IT)

TATRAKSHAKMUKHYALAYA
Coast Guard Headquarters
National Stadium Complex
New Delhi- 110001

Quoting: IT/3014/DISHA/ORCL/ATS

01 Jan 19

INVITATION OF ONLINE BIDS FOR LIMITED TENDER ENQUIRY
NO.CGHO/IT/3014/DISHA/ORCL/ATS/2018-19
RENEWAL OF ANNUAL TECHNICAL SUPPORT FOR ORACLE

Dear Sir/Madam

1. "**Online bids**" (**Single bid system**) are invited by the **Directorate of IT, Coast Guard Headquarters** for supply of items listed in **Part II** of this RFP. **Manual bids shall not be accepted. Tenders from blacklisted/banned firms shall not be accepted. Tender document** can be viewed and downloaded from **Indian Coast Guard website www.indiancoastguard.gov.in** (for reference only) and **CPPP site <https://eprocure.gov.in/eprocure/app>** as per the schedule given in **CRITICAL DATE SHEET** mentioned below:-

CRITICAL DATE SHEET

SL.	DESCRIPTION	DATE & TIME
(a)	Published Date	01 Jan 2019(1700HRS)
(b)	Bid Document Download/Sale Start Date	01 Jan 2019(1730HRS)
(c)	Clarification Start Date	01 Jan 2019(1730hrs)
(d)	Clarification end date	11 Jan 2019(1030hrs)
(e)	Pre-bid meeting	11 Jan 2019(1430hrs)
(f)	Bid submission start date	02 Jan 2019(1530hrs)
(g)	Bid Document Download/Sale End Date	21 Jan 2019(0900hrs)
(h)	Bid Submission End Date	21 Jan 2019(1100hrs)
(j)	Opening of Commercial Bids	22 Jan 2019(1200hrs)

2. The address and contact numbers seeking clarifications regarding this RFP are given below:-

The Director General
{for Director(IT)}
Coast Guard Headquarters
National Stadium Complex, NewDelhi-110001
Tele: 011-23385536, Fax:011-23388090
Email:**vprotect@indiancoastguard.nic.in**

3.This RFP is divided into five Parts as follows:

a. Part I- Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.

b. Part II - Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.

c. Part III - Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.

d. Part IV - Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.

e. Part V - Contains Evaluation Criteria and Format for Price Bids.

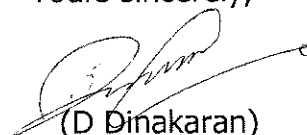
4. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.

5. You are requested to comply with all the terms and condition mentioned in the RFP and certificate in this regard is to be endorsed on the quote submitted by your firm. Relaxation/deviation of terms/conditions if any, should be clearly brought out for consideration, however acceptance of same will solely be at discretion of Coast Guard. Part I, II, III, IV & V of the RFP are enclosed herewith.

6. Para marked with "Blank" will not be considered as part of RFP. Bid documents may be scanned with **100 dpi with black and white option, in PDF format** which helps in reducing size of the scanned document. **Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>.**

7. Tenderer/Contractor are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>'.

Yours sincerely,



(D Dinakaran)
Commandant
Joint Director (IT)
for Director General

PART I – GENERAL INFORMATION

1. Last date and time for depositing the Bids: As per critical date sheet.

The online Bids (both technical and Commercial, in case two bids are called for) should be uploaded as per this RFP by the due date and time. The responsibility to ensure this lies with the Bidder.

2. Manner of depositing the Bids: Online Bids should be scanned and uploaded before due date and time. Late tenders will not be considered. No responsibility will be taken for technical delay or not uploading of bids or Bid documents. Bids sent by FAX or e-mail will not be considered. Samples and EMD to be deposited manually at address mentioned in para 2 ibid before opening of Technical bid.

3. Time and date for opening of Bids: As per critical date sheet.

(If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the bids will be opened on the next working day at the same time or on any other day/time, as intimated by the buyer).

4. Address for submission of EMD: Directorate of IT, CGHO

5. Place of opening of the Bids: CGHO (Directorate of IT).

6. Two-Bid system: No

7. Forwarding of Bids – Bids should be prepared, signed, scanned and uploaded by the Bidders on their original memo / letter pad. The copies of PAN No, TIN No, GST, bank details and other enclosures as per part II of RFP and are to be signed/self attested and scanned with 100 dpi in black and white option in PDF format.

8. Clarification regarding contents of the RFP: A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 07 (seven) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.

9. Modification and Withdrawal of Bids: The Bidder may modify (resubmit) his bid online after submission, as per the provisions available on the portal. No bid shall be modified after the deadline for submission of bids.

(a) If bidder desires to withdraw before bid submission closing date/time, he may do so **online** in the portal. EMD (in case) submitted in physical form shall be returned offline. However, the cost of the tender will not be refunded to the firm.

(b) No bid may be withdrawn in the interval between the deadline for submission of bids and expiry of the period of the specified bid validity.

11. Clarification regarding contents of the Bids: During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

12. Rejection of Bids: Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

13. Unwillingness to quote: Bidders unwilling to quote should ensure that intimation to this effect reaches by fax/e-mail before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.

14. Validity of Bids: The Bids should remain valid for **90 days** from the date of opening of tenders from the last date of submission of the Bids.

15. . Earnest Money Deposit: Bidder is required to submit Earnest Money Deposit (EMD) for amount of Rs. **40,000.00** (Rupees **Forty thousand** only) along with the bid. The EMD to be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-16 (Available in MoD website and can be provided on request) in favour of '**The Director General Indian Coast Guard, CGHQ**' payable at New Delhi. EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D/GeM), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself for the same item / range of products, goods or services for which the tenders have been issued. The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender.

PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

1. **Schedule of Requirements** – List of items / services required is as follows:

Name/Type of item/services/description of stores Qty required

Sl. No	Description
(a)	<p>(a) Renewal of Annual Technical Support for Oracle (Named user Plus Perpetual Qty. 4) at CGHQ w.e.f. 22 Aug 2017 (which includes services and technical support in situ whenever required). Current ATS valid till: 30 Aug 2018 with CSI No. 21333796.</p> <p>(i) Oracle Database Enterprise Edition, software license updates</p> <p>(ii) Oracle Database Enterprise Edition, Software Product support</p> <p>(b) Technical support in situ consist minimum 04 in number proactive call and 04 in number reactive calls. Proactive calls means pre-defined visit at Bureau for performance check up and rectification of any error. Reactive calls mean a call made by Bureau related to the database in support. The scope of the call includes problem resolution, rise support issue with Oracle in case of bug/patch issue and subsequent updation/migration of the database. The reactive calls has no restriction hours or days till the problem resolves. The firm has to depute their service engineer to the Bureau premises at short notice during reactive call.</p> <p>(c) Quotes should be included proactive and reactive calls offered by the firms apart from the customer privileges given by Oracle Corporation on renewal of CSI number.</p>

2. **Technical Details.** Oracle CSI No. **21333796** for Product update and support of Oracle Database Enterprise Edition Named User plus Perpetual (Qty 4).
3. **Two-Bid System:** Nil. Single bid system.
4. **Delivery Period:** 03 Months from the date of signing of the contract.
5. **INCO TERMS for Delivery and Transportation:** - NA
6. **Consignee details** – The Director General
{for D (IT)}
Coast Guard Headquarters
PuranaQuilla Road
New Delhi- 110 001

PART III – STANDARD CONDITIONS OF RFP

The bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful bidder (i.e. seller in the Contract) as selected by the buyer. Failure to do so may result in rejection of the bid submitted by the bidder.

1. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract:** Normally the contract shall come into effect on the date of signatures of both the parties on the contract except when some other effective date is mutually agreed to and specifically indicated/provided in the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
3. **Arbitration:** All disputes or differences arising out of or in connection with the contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MoD website).
4. **Penalty for use of Undue influence:** The seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the buyer or otherwise in procuring the contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present contract or any other contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present contract or any other contract with the Government of India. Any breach of the aforesaid undertaking by the seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the seller) or the commission of any offence by the seller or anyone employed by him or acting on his behalf, as defined in chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the buyer to cancel the contract and all or any other contracts with the seller and recover from the seller the amount of any loss arising from such cancellation. A decision of the buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the seller towards any officer/employee of the buyer or to any other person in a position to influence any officer/employee of the buyer for showing any favour in relation to this or any other contract, shall render the seller to such

liability/ penalty as the buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the buyer.

5. **Agents / Agency Commission:** - The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

6. **Access to Books of Accounts:** - In case it is found to the satisfaction of the Buyer that the seller has engaged an Agent or paid commission or influenced any person to obtain the contract in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/inspection of the relevant financial documents/information.

7. **Non-disclosure of Contract documents:** - Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

8. **Liquidated Damages:** In the event of the seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, the buyer may, at his discretion, withhold any payment until the completion of the contract. The buyer may also deduct from the seller as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned

above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

9. **Termination of Contract:** The buyer shall have the right to terminate this contract in part or in full in any of the following cases:-

(a) The job is not completed for causes not attributable to Force Majeure for more than one month after the scheduled date of completion.

(b) The seller is declared bankrupt or becomes insolvent.

(c) The job is not completed due to causes of Force Majeure by more than (one months) provided Force Majeure clause is included in contract.

(d) The buyer has noticed that the seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.

(e) As per decision of the Arbitration Tribunal.

10. **Notices:** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

11. **Transfer and Sub-letting:** NA

12. **Patents and other Industrial Property Rights:** NA

13. **Amendments:** No provision of present contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this contract and signed on behalf of both the parties and which expressly states to amend the present contract.

14. **Taxes and Duties:**

(a) **In respect of Foreign Bidders:-** NA

(b) **In respect of Indigenous bidders –**

(i) General

1. If bidder desires to ask for excise duty or Sales Tax / GST extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

2. If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entreated after the opening of tenders.

3. If a bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.

4. If a bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a bidder that such duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

5. Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the buyer by the seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the seller.

(ii) Customs Duty: - NA

(iii) Excise Duty: - NA

(iv) Sales Tax / VAT / GST

1. If it is desired by the bidder to ask for ~~Sales tax / VAT / GST~~ to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be

presumed that the prices quoted by the bidder are inclusive of ~~sales tax~~/GST and no liability of ~~sales tax~~/GST will be devolve upon the buyer.

2. On the Bids quoting ~~sales tax~~/GST extra, the rate and the nature of ~~Sales Tax~~/GST applicable at the time of supply should be shown separately. Sales tax/GST will be paid to the seller at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to sales tax and the same is payable as per the terms of the contract.

(v) Octroi Duty & Local Taxes: - NA

15. Pre-Integrity Pact Clause: - NA

PART IV – SPECIAL CONDITIONS OF RFP

The bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful bidder (i.e. seller in the Contract) as selected by the buyer. Failure to do so may result in rejection of Bid submitted by the bidder.

1. **Performance Guarantee:**

(a) Indigenous cases: The bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to **10%** of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty/ validity of contract whichever is later. The specimen of PBG is given in Form DPM-15 (Available in MoD website).

2. **Option Clause:** The contract will have an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% or less of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise this option or not.

3. **Repeat Order Clause:** The contract will have a Repeat Order Clause, wherein the Buyer can order upto 50% quantity of the items under the present contract within six months from the date of supply/successful completion of this contract, the cost, terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.

4. **Tolerance:** To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to 10% plus/minus increase or decrease the quantity of the required goods up to that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

5. **Payment Terms for Indigenous Sellers** - It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/NEFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11 (Available in MoD website). Payment will be made post completion of development of software.

Quarterly Payment	Post successful completion of each quarter on
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(25% of Total Cost)	satisfactory work completion.
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6. **Payment terms for Foreign Sellers:** - NA

7. **Advance Payments:** Nil.

8. **Paying Authority:**

(a) **Indigenous Sellers** - CDA(CG), New Delhi.

(a) Indigenous Sellers: (Name and address, contact details). The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill:

(i) Ink-signed copy of contingent bill / Seller's bill.

(ii) Ink-signed copy of Commercial invoice / Seller's bill.

(iii) Copy of Supply Order with U.O. number and date of IFA's concurrence, where required under delegation of powers.

(iv) Claim for statutory and other levies to be supported with requisite documents / proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.

(v) Exemption certificate for Excise duty / Customs duty, if applicable

(viii) Bank guarantee for advance, if any.

(ix) Guarantee / Warranty certificate.

(x) Performance Bank guarantee / Indemnity bond where applicable.

(xi) DP extension letter with CFA's sanction, U.O. number and date of IFA's concurrence, where required under delegation of powers, indicating whether extension is with or without LD.

(xii) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code.

(xiii) Any other document / certificate that may be provided for in the Supply order.

(xiv) Photocopy of PBG.

(b) **Foreign Sellers** - NA

9. **Fall clause** - The following fall clause will form part of the contract placed on successful bidder –

(a) The price charged for the services provided under the contract by the seller shall in no event exceed the lowest prices at which the seller provides service or offer to services of identical description to any persons/Organisation including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till jobs as per the orders placed during the currency of the rate contract is completed.

(b) If at any time, during the said period the service provider, provides service to any person/organisation including the buyer or any Dept., of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction in service provided to the Director general of Supplies & Disposals and the price payable under the contract for the services of such reduction of service shall stand correspondingly reduced.

(c) The seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate contract – “We certify that there has been no reduction in services charged to the Government under the contract herein and such services have not been offered/sold by me/us to any person/organisation including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be up to the date of bill/the date of completion of job against all orders placed during the currency of the Rate Contract at price lower than the price charged to the government under the contract.

10. **Exchange Rate Variation Clause:** - NA

11. **Risk & Expense clause:** -

1. Should the stores or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any installment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

2. Should the stores or any installment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

3. In case of a material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-

(a) Such default.

(b) In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.

4. Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER.

12. **Force Majeure clause:**

(a) Neither party shall bear responsibility for the complete or partial nonperformance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

(d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be

a sufficient proof of commencement and cessation of the above circumstances.

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

13. **Buy-Back offer:** - NA

14. **Specification:** - NA

15. **OEM Certificate:** - In case the bidder is not the OEM, the agreement certificate with the OEM for sourcing the software shall be mandatory.

16. **Export License:** - NA

17. **Earliest Acceptable Year of Manufacture:** - NA

18. **Buyer Furnished Equipment:** - NA

19. **Transportation:** NA

20. **Packing and Marking:** NA

21. **Air lift:** - NA

22. **Packing and Marking:** - NA

23. **Quality:** The quality of the goods/ stores provided according to the present Contract shall correspond to the technical conditions and standards valid for the deliveries of the same services for in seller's country or specifications enumerated as per RFP and shall also include therein modification to the services suggested by the buyer. Such modifications will be mutually agreed to. The seller confirms that the services to be provided under this Contract shall be late stand shall incorporate all the latest improvements and modifications thereto.

24. **Quality Assurance:** - NA

25. **Inspection Authority:** The inspection will be carried out by Directorate of Information technology on completion of the job. The mode of inspection will be departmental inspection.

26. **Pre-Dispatch Inspection:** - NA

27. **Joint Receipt Inspection:** - NA

28. **Franking clause:** - NA

29. **Claims:** - NA

30. **Warranty –**

(a) The following Warranty will form part of the contract placed on successful bidder –

(i) The seller warrants that the goods/ services supplied under the contract conform to technical specifications prescribed and shall perform according to the said technical specifications.

(ii) The seller warrants for a period of 12 months from the date of installation and commissioning, whichever is later, that the goods/stores/services supplied under the contract and each component used in the manufacture thereof shall be free from all types of defects/failures.

(iii) If within the period of warranty, the goods are reported by the buyer to have failed to perform as per the specifications, the seller shall either replace or rectify the same free of charge, within a maximum period of 45 days of notification of such defect received by the seller, provided that the goods are used and maintained by the buyer as per instructions contained in the Operating Manual.

31. **Product Support:** - The following product support clause will form part of the contract placed on successful Bidder –

(a) The Seller agrees to provide Product Support for the software, subcontracted from other agencies/ manufacturer by the Seller for a period of **01 Year** after the delivery and commissioning of software application as part of software supply.

(b) In the event of any obsolescence during the above mentioned period of product support in respect of any component/ sub-system/ software, it is the liability of the seller to provide the alternate in free of cost.

(c) Any improvement/modification/ up gradation being undertaken by the Seller or their sub suppliers on the software being purchased under the Contract will be communicated by the Seller to the Buyer and, if required by the Buyer, these will be carried out by the Seller at Buyer's cost.

32. **Annual Maintenance Contract (AMC) Clause:** NA

33. **Engineering Support Package (ESP) Clause:** - NA

34. **Price Variation (PV) Clause:** - NA

35. **Service Desk Support:** Complete technical support shall be provided by the Seller for **One Year** from the date of acceptance or from date of installation and commissioning, whichever is later. The service includes spares for hardware and updates for Software would be required to maintain the equipment during its exploitation for a period of three years. The details of technical support must be submitted separately by firm with technical aspects being included in the technical offer and commercial aspects being included in the commercial offer.

PART V – EVALUATION CRITERIA & PRICE BID ISSUES

1. **Evaluation Criteria** - The broad guidelines for evaluation of Bids will be as follows:

(a) The Lowest Bid will be decided upon the lowest price quoted by the particular bidder as per the Price Format given at Para 2 below. The consideration of taxes and duties in evaluation process will be as follows:

(i) In cases where only indigenous Bidders are competing, all taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the buyer would be the deciding factor for ranking of Bids.

(b) The Bidders are required to spell out the rates of Customs duty, Excise duty, VAT, Service Tax, etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of Customs duty / Excise Duty / VAT/GST is intended as extra, over the quoted prices, the bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entreated after the opening of tenders. If a bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a bidder is exempted from payment of Customs duty / Excise Duty / VAT/GST duty up to any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of Customs duty / Excise Duty / VAT/GST, it should be brought out clearly. Stipulations like, excise duty was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated

by a bidder that excise duty will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders. The same logic applies to Customs duty and VAT/GST also.

(c) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

(d) The Lowest Acceptable Bid will be considered further for placement of contract / Supply Order after complete clarification and price negotiations as decided by the buyer. The buyer will have the right to award contracts to different Bidders for being lowest in particular items. The buyer also reserves the right to do Apportionment of Quantity, if it is convinced that lowest bidder is not in a position to supply full quantity in stipulated time.

(e) Any other criteria as applicable to suit a particular case.

2. The bidders are required to **UPLOAD** following:

(a) Signed and scanned copy of Demand draft/PO in favour of the PCDA(N), Mumbai towards tender fee and EMD amount or Copy of valid registration certificate regarding the firm's registration with DGS & D / NSIC /DefenceOrganisation (MOD)/MSME if held, for exemption of EMD. EMD to be submitted **manually** on or before bid submission end date.

(b) The Commercial bid format is provided as **BoQ.xls** along with this tender document at **<https://eprocure.gov.in>**. Bidders are advised **to download this BoQ.xls** as it is and quote their offer in the permitted column. **Bidders are also to fill the duties & Taxes columns as applicable.**

(c) Signed and scanned copy of covering letter for commercial bid as per **Appendix 'A'**.

(d) Self attested & scanned Copy of (i) bank details (ii) Tin No. Certificate (iii) CST Certificate (iv) GST (v) PAN No and (vi) Certificate of acceptance of terms and conditions of RFP.

L1 shall be decided on overall cost of complete package consists of all bill of material and at base cost.

Note :

- (i) **Failure to submit any of above documents will render the bid invalid**
- (ii) **Buyers reserve the right to cancel any bid without assigning any reason.**

(iii) **EMD to be submitted manually on or before bid submission end date.**

Covering letter format for Commercial Bid.

Company letter head

[Date]

The Director General
{for D(IT) }
Directorate of IT, Coast Guard Headquarters
New Delhi – 110 001

Dear Sir,

**SUB: RENEWAL OF ANNUAL TECHNICAL SUPPORT FOR ORACLE FOR
- INDIAN COAST GUARD**

1. Refer to your RFP No IT/3014/DISHA/ORCL/ATS dated _____ Dec 2018.
2. Having examined the bid document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer for "procurement of UPS as required and outlined in the RFP for Indian Coast Guard. To meet such requirements and provide such services as required are set out in the bid document.
3. We attach hereto the bid of commercial response as required by the bid document, which constitutes our proposal. We undertake, if our proposal is accepted, to provide all the functional and non functional requirements of the solution put forward in Part II of the RFP or such features as may subsequently be mutually agreed between us and Indian Coast Guard or its appointed representatives. We agree for unconditional acceptance of all the terms and conditions set out in the bid document and also agree to abide by this bid response for a period of 03 MONTHS from the date of submission of bids and it shall be valid proposal till such period with full force and virtue. Until within this period a formal contract is prepared and executed, this bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and Indian Coast Guard.
4. We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules and other documents and instruments delivered or to be delivered to Indian Coast Guard is true, accurate and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead Indian Coast Guard as to any material fact.
5. We agree that you are not bound to accept the lowest or any bid response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ service specified in the bid response without assigning any reason whatsoever.
6. The soft-copies of the proposal submitted by us and the related addendums and other documents including the changes made to the original tender documents

COMMERCIAL-BID FORMAT

Note: Bidder to submit commercial bid on-line only. However, Annexure-1 of Appendix-`H` need to be submitted in sealed cover separately.

1. Item/ service bill of material

SI	Description	Qty.	Unit	Unit Price(Rs)	Total w/o Tax	GST Rate	GST Total	Total
(a)	Renewal of annual technical support for Oracle Database Enterprise Edition CSI No. 21333796 (Named user Processor Perpetual Qty. 4) at Indian Coast Guard w.e.f. 30 Aug 2018. (i) Oracle Database Enterprise Edition, software license updates (ii) Oracle Database Enterprise Edition, Software Product support	01	No					

Note: L1 shall be decided on overall basic cost (exclusive of taxes).