

INVITATION TO TENDER

Ref No: 8/098/98203/01/999923 Dated 13-OCT-2009 Page 1 of 8

TENDER TO BE SUBMITTED ON OR BEFORE : 05-NOV-2009 TIME : 4.00 PM
TENDER TO BE OPENED ON : 06-NOV-2009 TIME :11.00 AM
TENDER TO BE SUBMITTED AT ROOM NO-1, GROUND FLOOR,ADMINISTRATIVE
BUILDING, ROURKELA STEEL PLANT
TENDER TO BE KEPT VALID FOR 30 DAYS FROM DATE OF OPENING
TENDER TO BE SUBMITTED IN * THREE PART *
TENDER DOCUMENT COST : Not Applicable
EARNEST MONEY DEPOSIT : 15000 RUPEES
(SEE SPECIAL INSTRUCTIONS BELOW)

Sub:Requirement of ORACLE ANNUAL TECHNICAL SERVICES RENEWAL

We request you to submit your itemwise lowest best offer in sealed envelope for the items listed below :

EARNEST MONEY DEPOSIT (EMD)

- a.Bids must be accompanied by Earnest Money Deposit as specified above inclusive of all taxes and duties, in the form of a demand draft/pay order in favour of SAIL, Rourkela Steel Plant, Rourkela payable at Rourkela, in a separate envelope.The DD/Pay Order should be drawn on any nationalised/scheduled bank in India with a branch at Rourkela. EMD in any other form will not be accepted. BIDS NOT ACCOMPANIED BY REQUISITE EMD IN PROPER FORM SHALL BE REJECTED.
- b.The following categories of Firms are exempted from submission of EMD for this tender subject to submission of document of exemption.
 - i) Small scale units who are specifically registered for the item
 - ii) PSUs,Centre/State Govt undertakings & co-operative societies
 - iii) Valid registered vendors of RSP and/or other SAIL plants or its subsidiaries
- c.Any sum of money due from SAIL, RSP on account of pending bills or security deposit or earnest money paid against another tender shall not be adjusted against this EMD.
- d.The EMD submitted by the successful tenderer who secures orders against this tender will be retained as security deposit & will be returned after successful execution of the contract/supplies.
- e.Subject to adjustment of dues,if any,the EMD will be refunded to the unsuccessful bidders within one month from the date of finalisation of the tender or cancellation of the tender(as the case may be No interest will be payable on the EMD.
- f.The EMD shall be forfeited if the bidder withdraws his offer.
- g.The EMD shall also be liable to forfeiture in case of failure on the part of the successful tenderer to complete all the commercial formalities within the specified time as mentioned in the offer letter.
- h.The EMD shall also be forfeited and the tender rejected if the tenderer resiles from the offer or varies the terms & conditions / rates after submission of tender unless specifically asked for by RSP.This is in addition to any other action that RSP may take on this account .

It shall be responsibility of the persons submitting the tender to ensure that the tenders have been submitted in the formats and as per the terms and conditions prescribed in the SAIL Website and no change is made herein before submission of their tender. In the event of any doubt regarding the terms and conditions/format, the person concerned may seek clarifications from the authorised officer of SAIL. In case any tampering / unauthorised alteration is noticed in the tender submitted, from the tender Document available on the SAIL Website, the said tender shall be summarily rejected and the company shall have no liability whatsoever on the matter. However, deviation, if any proposed by the tenderer, may be separately indicated for acceptance or otherwise of SAIL. Such proposed deviation will not be treated as tampering for the purpose of application of this clause.

ITEM STOCK-NO NO	DESCRIPTION	QUANTITY TENDERED
1 000000000 98	1.000 TOT/LUMPSUM RENEWAL OF ORACLE ANNUAL TECHNICAL SUPPORT OF ORACLE CSI# 15680134. ELIGIBILITY CRITERIA AND SCOPE OF WORK AS PER ANNEXURE LABOUR, SERVICE & LIKE CHARGES = 100.00% SUPPLY COMPONENT = .00%	

SPECIAL TENDER TERMS (Pl note that these terms override our other terms and conditions mentioned in the enquiry, if at variance)

INSPECTING AGENCY : INDENTOR
SPECIAL TERMS & CONDITIONS : CLAUSE NO.1 (PAYMENT), 4 (INSURANCE), 5. GUARANTEE), 6 (LD), 10 (LABOUR CHARGE), 14 (LABOUR ESCALATION), 15 (PAYMENT TERMS), 16 (SECURITY DEPOSIT), 17 (SUBMISSION OF BILLS) OF TERMS AND CONDITIONS OF JOB CONTRACT IS NOT APPLICABLE.
**80% PAYMENT AFTER ORACLE CONTRACT NOTIFICATION, MEDIA DELIVERY OF S/W AND ORACLE METALINK ACCESS. 20% OF PAYMENT AFTER UPGRADATION TO LATEST VERSION OF ORACLE S/W.
NO CONTRACT LABOUR IS INVOLVED IN THIS CONTRACT.**

ANNEXURE TERMS & SCOPE OF ANNUAL TECHNICAL SUPPORT

1. Eligibility Criteria :

The Tenderer should be Original Software Vendor i.e Oracle India Pvt. Ltd. or authorized to provide Oracle ATS (SU & PS) & Software Media. The tenderer should submit Original Software vendor's authorization letter for their back to back support from Oracle India Pvt. Ltd.

2. Oracle ATS (SU & PS) Renewal for Solaris 10 :

Oracle CSI No. 15680134

Description

Qty

a. Oracle Database Enterprise Edition – Processor Perpetual	2
b. Label Security – Processor Perpetual	2
c. Diagnostics Pack – Processor Perpetual	2
d. Tuning Pack – Processor Perpetual	2
e. Internet Application Server EE – Processor Perpetual	2
f. Programmer for Rdb – Named User Plus Perpetual	1
g. Internet Developer Suite - Named User Plus Perpetual	2

3. Media : Latest Original / Downloaded Oracle Media to be supplied. Original /Downloaded media to be supplied on Oracle Upgration or new patch release.

4. Period of ATS : 17.09.2009 to 16.09.2010.

5. Telephonic/Fax/Web Support : 24X7 Global toll free routing telephone support and 24X7 access to web support provided by Oracle Corporation.

6. On Site Support :

- a. Site Installation
- b. Re-installation of Oracle DB & AS in the event of failures such as DB or Application Server crash.
- c. Recreate DB & Application Server
- d. Trouble Shooting
- e. Install fresh upgrades/fixes/patches etc. as & when required by RSP.
- f. Move the DB & Application Server to the new version.
- g. Quarterly Health Checkup to be done by vendor.

On-call checkup : Application Server to be checked up on On-call basis during ATS period and necessary reports/documentation to be provided to RSP.

7. Free Upgrades : Free upgrades to licensed products to be shipped to RSP and installed . on request by RSP during ATS Period.

8.Transfer of License : Eligibility to transfer licenses from one platform to another.

9. Softcopy of Original/Downloaded Installation manuals for all software to be provided.

10. Payment Terms :

80% Payment after delivery of Oracle Contract Notification, Media Delivery of Downloaded S/W and Oracle Metalink Access.

20% Payment after Upgradation to latest version of Oracle S/W.

STANDARD TERMS AND CONDITIONS (These terms will have precedence over the general terms mentioned in SAIL P-1, if at variance)

1. Prices must be quoted in both figures and words. Bids not having prices in words are liable to rejection at the option of RSP. Further where there is a difference between value indicated in words and figures submitted.The lower of the value would be taken as the price quoted.

2. Offers are to be submitted in Duplicate, else RSP reserves the right for non-consideration of offer. Both copies of the offer must be identical. In case of any deviation, the lower of the two will be considered.
3. a) Tenderers are requested to refer the " Labour, Service & Like charges " component indicated against each item below the item description. VAT shall be applicable on other than labour, service & like charges. The tenderers should clearly indicate the rate at which VAT shall be applicable. Tenderer should indicate VAT as extra only. The tenders where VAT is indicated as inclusive may not be considered by RSP. Tenderers must indicate their valid VAT registration number (TIN / SRIN) and date of issuance of VAT registration number.
b) As per the provisions of Orissa VAT Act, a compliance certificate is to be submitted by the tenderers along with the offers (TC bid) from the commissioner under section 99, which is reproduced below for ready reference " Notwithstanding anything contained in any law for the time being in force, no dealer shall be entitled to undertake any contract with any Government, Local authority or other corporate body, unless he obtains a certificate in the prescribed manner from the Commissioner to the effect that he has no liability to pay tax nor he has defaulted under the act." RSP reserves the right to REJECT tenders submitted without the compliance certificate from the commissioner.
c) Tenderers may note that as per Govt of Orissa Notification No 901 dated 07-05-2008 for Orissa VAT (Amendment) Act, 2008, for calculation of VAT amount: - In addition to the present Sales price considered, the sum charged by Tenderer on account of Freight, Delivery, Distribution, Installation or Insurance shall be considered for the purpose of evaluating the Offers for Landed Value & Landed Value Net of Set-off calculation.
4. a) Tenderer should indicate service tax as extra only. The tender where service tax is indicated as inclusive in the quoted price may not be considered by RSP. The tenderers should submit their service tax registration number and date of issue of service tax registration number. The firms, which do not have service tax registration number, cannot claim service tax extra. If the tenderer claims service tax extra without having service tax registration no, RSP reserves the right not to consider their offer.
b) Those firms who do not possess any service tax registration or who possess manual service tax registration certificate to apply for PAN based service tax registration in the new format in ST-1 in the Division Office and obtain their PAN based service tax registration certificate in the new format ST-2 from the Division Office in terms of notification No 31/2005-S.T. dated 30/10/2005.
5. In the event of distribution of order to more than one firm, the order will be distributed in the descending order of price ranking with the lowest tenderer getting the highest share and the highest tenderer getting lowest share.
6. The tenderers are advised to quote the following Registration detail in their quotation:
 - a. Registration number with Rourkela Steel Plant and date till which Registration is valid.

- b. Excise control code and Registration Number.
 - c. Sales Tax Registration Number
 - d. Entry Tax Registration Number (For Orissa based firms). If ET is applicable the rate of ET & relevant schedule to be indicated.
 - e. Service Tax Registration Number (If Service Tax is applicable for the Tendered Scope of Supply/Repair Job Contract/AMC etc.)
 - f. VAT TIN/SRIN (TIN- Tax payers 'Identification No / SRIN - Small Retailers' Identification No) number and date of issue.
7. The tenderer to indicate the details of their bank account which will be included in the payment instrument, viz, Bank Account No., Type of Account (eg. Cash Credit/Current A/c etc.) , Branch Name & Address, Bank Name & City. Tenderer to note that no change in this clause will be permitted under normal circumstance once the details are incorporated in the order.
8. Order finalised against this invitation to tender is subject to the terms of purchase preference clause applicable for local small scale units & Central Public Sector Enterprises (CPSE) and Joint Venture with CPSE as per prevalent guidelines.
9. Place of Inspection will be as per RSP's requirement.
10. Payment Terms :

Unless otherwise stated, the normal payment terms for repair job and Other Operational Contracts will be as follows:

- a) Upto 90% of executed value will be paid against running account (RA) bill & certificate of job execution given by supervising agency where job is in progress.
- b) Balance payment will be made against final bill after completion of job as certified by the supervising agency after guarantee period & compliance of statutory provisions and clearances from the concerned departments of RSP like CLC etc.
- c) In case the job duration is more than 90 days, RA bills on monthly basis may be admitted after 30 days of commencement of the job .
- d) If the job duration is 90 days or less and to be carried out in single phase, RA bills may be allowed on monthly basis only when minimum 40% of the order value is executed in each case.
- e) If the job duration is 90 days or less and to be carried out in multiple phases, RA bills may be allowed on monthly basis only when minimum 40% of the order value is executed in each case during the period of 90 days from the date of commencement of the job. After elapse of 90 days, RA bills may be allowed on monthly basis without any such limit.
- f) For items where lump sum rate has been requested for quoting RA payment will be admitted only against billing schedule accompanying the A/T.
- g) Payment through bank/advance payment is not acceptable. For the purpose of evaluation of landed cost, in case advance payment etc is quoted, the price quoted will be suitably loaded for comparison purposes.
- h) For the operational contracts (like Annual Maintenance Contract), the periodicity of payment may be decided mutually

- i) If supply components are involved, the payment for such items will be linked to progress of job and will not be paid before starting & progress of job.
- j) Payment will be effected after statutory deductions as applicable.
- k) The day of acceptance of goods/services or the day of deemed acceptance of the goods/services shall be the day on which satisfactory complete supply of goods /satisfactory complete execution of scope of work as per the terms of the acceptance of tender and submission of bill complete in all respects as per the terms of acceptance to tender and ruling statutory guidelines whichever is later.

11. Security Deposit :

Security Deposit (SD) at the rate of 10% will be retained from each RA bill & final bill. The SD will be released after guarantee period against "no dues" certificate from the supervising agency and clearance from contract Labour Cell of RSP and compliance of statutory provisions after deduction of any dues from the contractor arising out of any claim by SAIL/RSP on the contractor

12. Liquidated Damages (LD) :

Unless otherwise stated, LD at the rate of 1.5% per day, subject to a ceiling of 10.5% of the contract value shall be levied for any delay on the part of the contractor. The decision of the supervising agency shall be final with respect to such delays.

13. Submission of Bills :

Bills are to be submitted to the supervising agency complete with all required documents, which may inter alia include wage sheets, ESI EPF deposit challan/receipts, clearance of concerned departments and statutory authorities etc.

14. Timely performance of Contract :

- i) For capital repair jobs, the supervising agency will issue a letter to the contractor to whom the job is awarded intimating the actual start of capital repair one week in advance. The letter will specify the date of start of job and completion date. The contractor should, however, be ready to take up the job immediately after issue of LOI / Acceptance of Tender without waiting for the letter to be issued in case of urgency. In such cases, the letter may be issued after the job has started.
- ii) The contractor on award of job and starting of job, shall report everyday's progress to the supervising agency and submit plan of work for next day.

15. Penalty on non-performance in respect of sl no 12 :

- i) If the supervising agency is not satisfied with the progress of job, he will issue a caution letter to the contractor. If there is no improvement, a remainder will be issued to the contractor. If there is no improvement even after the remainder, action will be initiated against the defaulting contractor to get the job executed at their risk and cost.
- ii) The defaulting contractor in terms of sl no (i) above will also be debarred from participation in future tenders upto a period of 12 months.
- iii) Keeping in view the time-bound nature of capital repairs, RSP

reserves the right to get the job done at the risk and cost of the defaulting contractor in the shortest possible time without recourse to (i) and with no further reference to a defaulting contractor and the LOI / A/T issued will be deemed to be the notice to such defaulting contractor in respect of non-performance in such case.

16. Terms of delivery for repair / supply items brought from outside plant premises must be FREE DELIVERY AT INDENTOR'S SITE, freight and insurance paid. Itemwise break up of Excise, Freight and Insurance must be indicated. Tenderers to note that bid evaluation will be on Net Landed Cost basis. Quotations without Firm prices and submitted with Unilateral Price Variation clause are liable to be rejected/loading for bid evaluation.
17. For enabling us to avail CENVAT credit on these items, the base rate of excise duty applicable alongwith relevant Excise Tariff heading number, is to be indicated against each item. If firm is quoting for Exemption/Concessional rate of excise, firm to clearly indicate that during execution of contract, if exemption/concession is withdrawn, the impact of additional Landed cost to RSP will be absorbed by the firm. In case prices quoted are inclusive of excise duty (eg. price List based items. CVD component) the itemwise Excise/CVD amount with rate of ED / CVD to be clearly indicated with confirmation that necessary Excise / Cenvat documents will be provided for availing Cenvat benefit.
18. Engagement of own persons :
There are certain jobs (referred to as other operational contracts like AMC etc.) for which the contractor will have to engage their own skilled personnel without involvement/engagement of any contract labour. In such cases, the contractor should indemnify RSP against any claim arising out of any dispute between their employee and themselves. For such cases clearance of Contract Labour Cell, RSP for payment purpose may be dispensed with. Labour wages/escalation will not be applicable in such cases.
19. Safety and Safe Working :
Contractor should obtain safety clearance of concerned departments (Safety Engg. Dept for work inside plant premises) before starting of job. Contractor should ensure compliance with all the Safety regulations of their principal and take all safety precautions and adequate supervision in order to do the job safely and without damage to plant, machinery and equipment.
20. For terms not specifically mentioned in the enquiry RSP's general terms and conditions governing supply contracts-SAIL P1 will apply for any orders placed against this tender. SAIL P-1 is available for download from our website viz. <https://sailtenders.co.in>.
21. Tenderers should satisfy themselves about the scope of work , terms and conditions, working environment, other work in the area, before submitting their offer.
22. Unless otherwise stated, performance guarantee for 12 months from date of installation / 18 months from the date of supply / repair whichever is earlier, will have to be confirmed.

23. Drawings enclosed (wherever applicable) must be returned with offer. In case, the drawings are too bulky, they can be returned separately to the Purchase executive who has signed the Invitation to Tender. RSP reserves the right to cancel the offer, if drawings are not returned.
24. In case the price quoted is found to be on the lower side compared to a predetermined price (to be decided by RSP), the tenderer will be required to furnish on demand a detailed price breakup of price quoted and / or furnish a performance bank guarantee for an amount equal to the difference between quoted price and a pre-determined price (to be fixed by RSP) in RSP's prescribed format from Rourkela branch of a nationalised bank in India and valid till the end of the guarantee period of the contract / or upto such date as may be subsequently required by RSP. The said performance bank guarantee must be submitted prior to release of order within the time stipulated by RSP. The amount toward the performance bank guarantee is not adjustable from any due of contractor from SAIL / RSP. In case of breach of contract the performance bank guarantee shall be encashed without prejudice to other remedial measures available to RSP to get the work done at the risk & cost of the tenderer on whom the order is placed. The bank guarantee will be discharged/ returned after successful.
25. RSP's decision regarding acceptance in whole or part or summary rejection of tenders submitted without assigning any reason shall be final and binding. Completion of the job / refund of security deposit.
26. Tenderer should quote his Excise Control Code (ECC) No in all duty paying documents, viz, invoice / challans, consignment notes / RRs. Similarly, RSP's ECC numbers should also be indicated in the above documents. RSP's ECC nos are :
AAACS7062FXM005 : RSP1 Range : for Chapter 72 Goods
AAACS7062FXM003 : RSP2 Range : for all other Goods
27. Packing terms/conditions, if any, are to be mentioned in the offer.
28. The following declaration format is to be printed and signed by the authorised signatory of the Tenderer & Submitted along with the Techno-Commercial Bid. If this declaration is not endorsed with the Tender, it is liable to rejection.

D E C L A R A T I O N

I hereby declare that neither I am nor any of Partners/Director of our Firm/Company is made prime accused in a prosecution before any Court of Law or involved in malpractice and / or theft of the property of SAIL.

The above declaration is true to my knowledge & belief and if any part or all is found untrue, I/our Firm/Partnership/Company shall be liable for an action for banning of business dealing with SAIL, RSP and/or our tender/contract shall be liable for cancellation.

29. The tenderer should declare whether the proprietor or any partner of the firm or director of their company, as the case may be, has any relation with any employee working in Rourkela Steel Plant,

and if so, give the name of the employee and the relationship.

30. The tenderer shall also indicate whether any of them has relationship within the meaning of section 6 of the Company's act 1956 with any director of SAIL and if so, give details.

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Date : Proprietor/Partner/Director/
Authorised Representative of Tenderer
Address :

**You are advised to submit your tender in 3 parts in separate sealed covers. Part-I will comprise only EMD, Part-II Techno-commercial Terms along with item specifications and Part-III will comprise Price Bid only. Prices should not be indicated in Part-I Bid. each part to be enclosed in separate envelopes superscribed with tender reference no, opening date, part number. The three envelopes shall thereafter be put in one main envelope which shall be superscribed with tender reference no, opening date and the following indication :
THIS ENVELOPE CONTAINS THREE SEPARATE SEALED COVERS PART-I, PART-II AND PART-III**

Offers not submitted in 3 Parts shall be summarily rejected.

B.K. CHOUDHURY
AGM (MM) PUR, SAIL, RSP, ROURKELA