

**File No. 7-ISW/2018-CAG**

**Advertised Online Tender Enquiry for  
Supply of Oracle 12C Software Licenses with one-year Annual  
Technical Support  
for use in Indian Audit & Accounts Department**

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Office of the Comptroller and auditor General of India,  
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## ● **DISCLAIMER**

The information contained in this Request for Advertised Online Tender Enquiry Document or subsequently provided to Bidder/s, whether verbally or in documentary form by or on behalf of any of their representatives, employees or advisors (collectively referred to as –CAG Representatives), is provided to Bidder(s) on the terms and conditions set out in this Advertised Online Tender Enquiry Document and any other terms and conditions subject to which such information is provided.

This online Advertised Tender Enquiry Document is not an agreement and is not an offer or invitation by the CAG Representative(s) to any party other than the entities, who are qualified to submit their Proposal (Bidders). The purpose of this Advertised Online Tender Enquiry Document is to provide the Bidder with information to assist the formulation of their Proposal. This Advertised Online Tender Enquiry Document does not purport to contain all the information each Bidder may require. This Advertised Online Tender Enquiry Document may not be appropriate for all persons, and it is not possible for the CAG Representatives, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Advertised Tender Enquiry Document. Each Bidder should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information in this Advertised Online Tender Enquiry Document and wherever necessary, obtain independent advice from appropriate sources.

The CAG Representatives, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the Advertised Tender Document.

The CAG Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Advertised Tender Enquiry Document.

## ● **ABOUT CAG**

### ● VISION

The vision of SAI India represents what we aspire to become: We strive to be a global leader and initiator of national and international best practices in public sector auditing and accounting and recognised for independent, credible, balanced and timely reporting on public finance and governance.

### ● MISSION

Our mission enunciates our current role and describes what we are doing today: Mandated by the Constitution of India, we promote accountability, transparency and good governance through high quality auditing and accounting and provide independent assurance to our stakeholders, the Legislature, the Executive and the Public, that public funds are being used efficiently and for the intended purposes.

### ● CORE VALUES

Our core values are the guiding beacons for all that we do and give us the benchmarks for assessing our performance, Independence, Objectivity, Integrity, Reliability, Professional Excellence, Transparency, Positive Approach

## • ABOUT THIS Advertised Online Tender Enquiry

### 3.1. Scope of Work

This document is a tender document for “**Supply of Oracle 12C Software Licenses with one-year Annual Technical Support (ATS) for use in Indian Audit and Accounts Department**” as detailed below.

Sr.No.	Product	Metric	Quantity
1.	Oracle Database 12C Standard Edition (Perpetual)	Named User Plus	140
2.	Oracle Database 12C Standard Edition (Perpetual)	Processor	14
3.	Oracle 12C Weblogic Suite (Perpetual)	Named User Plus	140
4.	Oracle 12C Weblogic Suite (Perpetual)	Processor	11

The tender aims to meet the requirements of CAG Users related to Oracle Software licenses, it's functioning as per SLAs & other related equipment from time to time. Online technical and commercial proposals, valid for a period of given in the **Annexure: Validity of Bids, Rates etc.** from the date of opening, are invited from authorised reseller of Oracle for procurement and maintenance of the software. **Manual bids shall not be accepted.**

**Document Download: Tender documents may be downloaded from CPPP eProcurement site <https://eprocure.gov.in/eprocure/app>.**

The following are conditions relating to this tender:

1. The selection of vendor for order purpose shall be the sole discretion of the User department.
2. The rates finalized shall remain valid during validity of the contract. However, the supplier should pass any reduction in rates by the OEM due to technological advances or for any other reasons.
3. The bidder should fulfil the general conditions in order to participate in the Advertised Tender Enquiry.
4. The Software licenses should come with **1 (one) year warranty support (ATS)**.
5. The number of licenses to be procured may be decreased or increased

### 3.2. General Conditions

1. Bidder must provide a copy of the following in the name of the bidding company:
  - a) PAN card
  - b) Goods and Service Tax registration
2. The bidder **should not be Blacklisted** by any **State Government / Central Government / PSU** in the last **3 (three) financial** years. An undertaking certifying non-blacklisting of the organization should be submitted.
3. If the bids are not accompanied by all the requisite supporting documents, the same would be rejected.
4. Undertaking for subsequent submission of any of the required document will not be entertained

under any circumstances. CAG reserves the right to seek clarifications on the already /submitted documents, however, no fresh documents shall be accepted.

5. Eligibility criteria for participating this tender are as indicated in Annexure IV – Eligibility Criteria.
6. Other conditions as specified in Annexure 2 – “Online BID SUBMISSION”

### 3.3. Earnest Money Deposit

1. The bidders are required to deposit Earnest Money Deposit (EMD) of Rs.6,00,000 (Rupee six lakh only) @ 2% of the estimated value of the software in the form of Demand Draft, Fixed deposit receipts, Banker’s Cheques, Bank Guarantee from any of the Scheduled Commercial Banks in the prescribed format in favor of Pay and Accounts Officer, office of the Comptroller and Auditor General of India, New Delhi. This required to be submitted by all the bidders regardless of their registration with DGS&D/NSIC/KVIC/Indenting Department.
2. The **EMD must be physically submitted** in an envelope as mentioned in the section **Annexure: Bid Submission**, before the bid opening date & time given in the **Critical Date Sheet**, otherwise bids will be rejected. The Original EMD should be posted/couriered/given in person to Principal Director (Information Systems), office of the Comptroller and Auditor General of India, 9 Deen Dayal Uppadhyay Marg, New Delhi – 110 002.
3. The Earnest Money Deposit (EMD), without any interest accrued will be refunded as follows:
  - a. In the case of those Bidders who are not awarded the order, the Earnest Money Deposit (EMD) will be refunded without any interest accrued within one month.
  - b. EMD of successful bidders will be returned after they sign letter of acceptance of the supply order with CAG and submit a Security Deposit in the form of a bank guarantee of amount equal to the EMD for the period of three months from the date of acceptance of supply order. The BG shall be payable at Delhi in favour of Pay and Accounts Officer, office of the Comptroller and Auditor General of India, New Delhi. The BG will be released after delivery of ordered material.
4. Firms/suppliers, who are registered for supply of Oracle Software with NSIC under Single Point Registration Scheme, shall be considered for exemption from furnishing the EMD by the Competent Authority. In such cases, an attested copy of the **VALID Registration Certificate from NSIC for supply of Oracle product** must be furnished. Mere registration as a SSI Unit does not qualify the firm for exemption from furnishing the EMD.
5. In the absence of a valid certificate from the NSIC or proper Bank Draft of EMD amount, such tenders shall be rejected straightway.

## 4. Critical Date Sheet

Published Date	25 January 2018 at 3.00 pm
Bid Document Download / Sale Start Date	25 January 2018 at 3.00 pm
Bid Submission Start Date	30 January 2018 at 11.00 am onwards
Bid Submission End Date	15 February 2018 till 3.00 pm
Bid Opening Date	16 February 2018 at 3.30 pm

**\*Note:**

- (1) No Bid will be accepted after the deadline given in the time schedule above.
- (2) Any change in the schedule of tender process will be notified at CPPP eProcurement site.

## 5. AVAILABILITY OF TENDER

1. The complete Tender Document is available for reference at <http://www.cag.gov.in/> website of this office under the tab “Tenders and Contracts” and **CPPP eProcurement site <https://eprocure.gov.in/eprocure/app>**.
2. The prospective bidders desirous of participating in this tender may view and download the tender document free of cost from above mentioned CPPP eProcurement website <https://eprocure.gov.in/eprocure/app> . However, bidders need to submit the tender fee of Rs.5,000 (Rupees five thousand only) payable either by crossed demand draft or banker's cheque payable at Delhi in favour of Pay and Accounts Officer, office of the Comptroller and Auditor General of India, New Delhi. The Original demand draft/Banker's cheque as tender fee should be posted/couriered/given in person to Principal Director (Information Systems), office of the Comptroller and Auditor General of India, 9 Deen Dayal Uppadhyay Marg, New Delhi – 110 002. Bidders shall write their name on the reverse side of the demand draft/Banker's cheque. The tender fee is not refundable in any circumstances.
3. The bidder(s) shall submit the quotations online in following two categories separately
  - (a) Technical Bid (Proof of eligibility conditions with scanned copy of tender fee of Tender Document and bid security/EMD amount), and
  - (b) Financial Bid in the form the BOQ\_xxxx.xls on to the portal.

## 6. BID SUBMISSION

- a. **Bidders are advised to visit this website regularly to keep themselves updated as any change/ modification in the tender will be intimated through this website only.**
- b. **Bids shall be submitted online only at CPPP eProcurement website: <https://eprocure.gov.in/eprocure/app>.**
- c. **Tenderer/Contractor are advised to follow the instructions “Instructions To Bidder for Online Bid Submission” provided in the Annexure 7 “Instructions To Bidder for Online Bid Submission ” for online submission of bids - .**
- d. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- e. Bids are to be submitted as per the **Annexure 2: “Online Bid Submission”**
- f. For additional instructions, refer to the Sections “Financial Bid Evaluation”.

## 7. BID OPENING

1. Proof of eligibility conditions with tender fee of Tender Document and bid security/EMD amount will be opened online as per Critical Date Sheet. Bidder are requested to view Bids online by using option Live bid opening available in the Bidder Dashboard on Bid opening date and time as per Critical Date Sheet in the presence of the vendor’s representatives subsequently for further evaluation.
2. Financial bids will be opened of the bidders who meet the eligibility criteria and submission of required tender fee/EMD amount, subsequently for further evaluation. A list of qualified/unqualified bidders will be displayed on the CPPP eProcurement website <https://eprocure.gov.in/eprocure/app>.



## **8. BID EVALUATION**

No enquiry shall be made by the bidder(s) during the course of evaluation of the tender, after opening of bid, till final decision is conveyed to the successful bidder(s). However, the Committee/its authorized representative and office of CAG can make any enquiry/seek clarification from the bidders, which the bidders must furnish within the stipulated time else the bids of such defaulting bidders will be rejected.

### **8.1. Financial Bid Evaluation**

1. The Financial Bids will be opened online of qualified bidders who meet the eligibility conditions and submission of required tender fee/EMD amount, and the same will be evaluated by a duly constituted Committee. Bids of those bidders will be opened online and it will be intimated on the CPPP eProcurement website <https://eprocure.gov.in/eprocure/app>
2. If CAG considers necessary, Revised Financial Bids could be called for before opening the original financial bids for recommending the final supply order.
3. In the event of revised financial bids being called the revised bids should NOT be higher than the original bids, otherwise the bid shall be rejected and EMD forfeited.
4. There will be **NO NEGOTIATION** regarding the financial bid.
5. The rates shall be quoted in Indian rupees as per the Financial Annexure and should be inclusive of all taxes, levies, etc. as applicable for this solution.
6. All prices should be quoted with 1 (one) years warranty support.
7. Taxes indicated in the Financial Bid will be paid as per actuals on the basis of the prevailing rate.

## **9. Performance Bank Guarantee**

1. Five percent of the total supply order value shall be taken as performance Bank Guarantee (PBG). PBG shall be submitted to consignees/indentors (order placing authority). The PBG shall be payable at Delhi in favour of Pay and Accounts Officer, office of the Comptroller and Auditor General of India, New Delhi. The PBG shall be valid for a period of one-year warranty period plus one month to safeguard the Government interest.

## **10. PAYMENT TERMS**

1. User department shall make payment in Indian Rupees only.
2. Payments shall be subject to deductions of any amount for which the agency is liable under the empanelment or tender conditions. Further all payments to agency will be made subject to deduction of TDS (Tax deduction at Source) as per the income Tax Act, 1961, applicable penalty and other taxes, if any, as per Government of India rules.
3. The agency will submit Pre-receipted bills in triplicate (having details of concerned work-order number, Date and supply order number of CAG) as and when required in the name of CAG, New Delhi along with all the completed documents and after deducting the applicable

penalty etc.

4. The support services will be provided anywhere in India depending upon the User location, if required. No TA/DA is admissible for the deployment of agency resources on projects anywhere in India.
5. 100% payment shall be made against complete acceptance of the material by the consignee after due verification of quality and quantity.

## 11. DELIVERY

The supplier shall supply the ordered products with licenses and media and documentation within 4 weeks from the date of the order. The delivery will not be deemed to be complete until and unless the ordered products are checked and accepted by the Purchaser as per order.

## 12. WARRANTY

Terms & conditions related to warranty support are given in the following table:

S. No.	Description
1	The complete solution must be under 1 (one) year free warranty support service and software subscription from the date of installation or 12 months for software subscription support service and up gradation to new release of the software from the date of delivery at site, whichever is early.
2	Warranty should cover all issues related to Oracle Software License such as upgradation to new versions, performance tuning of the software and related software such as database and operating system.
3	Vendor will have to ensure the integration of the upgraded version of the product with the applications developed by the user departments
4	During warranty and software subscription period, besides service, maintenance of all components, software up-gradation, and removal of bugs, installation of patches, or any product enhancement required to handle any new security threat. The vendor must <b>maintain all such requirements at no extra cost</b> whenever required.
5	<b>The vendor must fulfil the following conditions during warranty period:</b>
5.1	Satisfactory maintenance services during the warranty period.
5.2	Vendor shall provide the 24X7 helpdesk support services through Website / telephone / e-mail where users can lodge their complaint. The user will be assigned single point contact and a unique trouble ticket number should be assigned through OEM which he must be able to track the action taken on his complaint through a support portal.
5.3	Under the ATS, any failure in the system or a subsystem thereof should be rectified within <b>maximum period of 72 hours of lodging complaint</b> at State Capitals and Sites with public air-transport facilities. Normal transit time <b>not exceeding 48 hours</b> additionally will be allowed if the Site happens to be other than State Capital and Sites without public air-transport facilities. Failing which, penalty will be charged or recovered from out of withheld amount towards penalty per day per system at the rate of given in the <b>Section: Penalty Calculation Process</b> . If holiday / non-working day falls within rectification time, the holiday/non-working day will not be counted for penalty calculation.
5.4	Vendors shall attend the complaints lodged by CAG/Users during ATS period. In case of default by the vendor, penalty will be imposed as specified in the <b>Section: Penalty Calculation Process</b> .

5-5	On completion of the Warranty period, the BG without any interest accrued shall be released after satisfying that proper free warranty support has been provided during <b>ATS period of 1 (one) year</b> for all the equipment as the case may be. If considered necessary, suitable amount of penalty shall be recovered from the Vendor out of either already due payments or from their Security Deposit or by raising claims while releasing the Security Deposit. After expiry of ATS, CAG has option to enter into Annual Maintenance Contract with the Vendor for post warranty maintenance of the systems.
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**Note:**

- a. *It will be responsibility of the vendor to ensure that the support is provided during warranty period of one year.*
- b. The selected vendors shall give unconditional acceptance for honouring all tender conditions and warranty maintenance support. On completion of the Warranty period, the Security Deposit without any interest accrued shall be released after satisfying that proper support has been provided during warranty period of one year for all the items. If considered necessary, suitable amount of penalty shall be recovered from the Vendor out of their due payments or from their Security Deposit or by raising claims, while releasing the Security Deposit. After expiry of warranty, CAG has option to enter into Annual Maintenance Contract with the Vendor for post warranty maintenance of the systems as per the quoted price/negotiated price.

### 13. PENALTY CALCULATION PROCESS

Table below gives an overview on the penalty associated with non-adherence to the Advertised Tender conditions:

S. No.	Condition	Penalty
1.	Delay in contract	Penalty amounting to 0.2% of the purchase order per day of delay in or any breach of terms of conditions of the supply order. If delivery is beyond 30 days, CAG will have option to get it executed through alternate source. The cost of such default shall be recovered from the Vendor from outstanding payment or BG/PBG.
2.	Warranty	Penalty amounting to 0.2% of the purchase order per day of delay in any breach of warranty support. If system remains down beyond 30 days, CAG will have option to get it rectified through alternate source. The cost of repair on such default shall be recovered from the Vendor from outstanding payment or BG/PBG.
3.	Limitation of Liability	Taking into consideration all the above cases, the total liability that can be levied on the vendor shall not exceed the total of the purchase order value, performance guarantee and security deposit.

## **14. INDEMNITY**

1. CAG and its client organizations stand indemnified of all legal obligations, past/present/future, the agency may have with its professionals.
2. CAG and the clients stand absolved for any liability on account of death or injury sustained by the Agency staff during the performance of the empanelment and also for any damages or compensation due to any dispute between the agency and its staff.
3. The empanelled Agency will indemnify CAG of any infringement of third party rights be they under the Patents Act or the IPR.

## **15. SECURITY**

1. The agency will ensure that no information about the software, hardware, database and the policies of the client organization is taken out in any form including electronic form or otherwise, from the client site by the manpower posted by them.
2. The agency or its deployed personnel, by virtue of working on CAG/Client's projects, can't claim any rights on the work performed by them. CAG/Client will have absolute rights on the work assigned and performed by them. Neither any claims of the agency or its deployed professionals will be entertained on the deliverables.

## **16. OTHER TERMS & CONDITIONS**

1. The selected agency will not outsource the work to any other associate/franchisee/third party under any circumstances. If it so happens then CAG will impose sanctions which will include: forfeiture of the security deposit, revocation of bank guarantees (including the ones submitted for other work orders) and termination of the Contract for default.
2. CAG may by written notice, sent to the selected agency, terminate the work order and/or the Contract, in whole or in part at any time of its convenience. The notice of termination will specify that termination is for CAG's convenience, the extent to which performance of work under the work- order and/or the contract is terminated and the date upon which such termination becomes effective. CAG reserves the right to cancel the remaining part and pay to the selected agency an agreed amount for partially completed Services.
3. In the event of the agency's company or the concerned division of the company is taken over / bought over by another company, all the obligations under the agreement with CAG, should be passed on for compliance by the new company / new division in the negotiation for their transfer.
4. All panel agencies automatically agree with CAG for honouring all aspects of fair trade practices in executing the work orders placed by CAG.
5. The agency will be responsible for any damage to equipment, property and third party liabilities caused by acts on part of its deployed manpower at User Department premises. All equipment will be used only for the purpose of carrying out legitimate business of client organization and will not be put into any other use.
6. CAG or its clients stand absolved for any liability on account of death or injury sustained by the Agency's employee(s) during the performance of this empanelment and also for any damages or compensation due to any dispute between the agency and its employee(s).
7. Staff of the agency must carry Identity card issued by the agency while on duty at CAG or client

site. Be it private or public areas, the employees are to be frisked/ checked by the security personnel, both while entering and leaving the premises.

8. CAG will not entertain any name change requests during the bidding process. In this case the bid will be rejected straightaway.
9. CAG will be free to allocate the work to any of the empanelled agencies or to an agency of User Department's choice.
10. The agency will provide escalation matrix for problem resolution.

### **16.1. Micro, Small & Medium Enterprises Development Act**

1. If a bidder falls under the Micro, Small & Medium Enterprises Development Act, 2006, then a copy of the registration certificate must be provided to CAG. Further, the bidder must keep CAG informed of any change in the status of the company.
2. Following facilities have been extended to the SSI units registered with NSIC:
  - a. Issue of tender sets free of cost
  - b. Exemption from payment of earnest money

### **16.2. Limitation of Liability**

Except in the case of gross negligence or willful misconduct on the part of the Vendor or on part of any person or company acting on behalf of the Vendor in carrying out the services, the Vendor, with respect to damage caused by the Vendor to end User / CAG, shall be liable to end User / CAG :

- (i) for any indirect or consequential loss or damage; and
- (ii) for any direct loss or

damage, only to the extent of

- A. the total payments payable under this contract to the Vendor, or
- B. the proceeds the Vendor may be entitled to receive from any insurance maintained by the Vendor to cover such a liability,

whichever of (A) or (B) is higher, plus the security deposit submitted by the Vendor.

This limitation of liability shall not affect the Vendor liability, if any, for damage to Third Parties caused by the Vendor or any person or firm / company acting on behalf of the Vendor in carrying out the work.

### **16.3. Termination for Insolvency**

CAG may at any time terminate the purchase order by giving four weeks written notice to the selected vendor, without any compensation to the vendor vendor/empanelled bidder, if the vendor vendor/empanelled bidder becomes bankrupt or otherwise insolvent.

### **16.4. Force Majeure**

If at any time, during the continuance of the empanelment, the performance in whole or in part by either party of any obligation under the empanelment is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, natural calamities, lockouts or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate

authorities/chamber of commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof and satisfies the party adequately of the measures taken by it, neither party shall, by reason of such event, be entitled to terminate the empanelment/contract, nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the empanelment/contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the purchaser as to whether the deliveries have so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under the empanelment is prevented or delayed by reason of any such event for a period exceeding 60 days, the purchaser may at his option, terminate the empanelment.

## **16.5. Termination for Insolvency and Default**

### **1. Termination for Insolvency**

CAG may at any time terminate the work order / contract by giving written notice of four weeks to the agency, without any compensation to the agency, if the agency becomes bankrupt or otherwise insolvent.

### **2. Termination for Default**

- a. Default is said to have occurred
  - i. If the agency fails to deliver any or all of the services within the time period(s) specified in the work order or any extension thereof granted by CAG.
  - ii. If the agency fails to perform any other obligation(s) under the contract / work order.
- b. If the agency, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from CAG (or takes longer period in spite of what CAG may authorize in writing), CAG may terminate the contract / work order in whole or in part. In addition to above, CAG may at its discretion also take the following actions
- c. CAG may transfer upon such terms and in such manner, as it deems appropriate, work order for similar support service to other agency and the defaulting agency will be liable to compensate CAG for any extra expenditure involved towards support service to complete the scope of work totally.

## **16.6. Arbitration**

1. If a dispute arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to submit that dispute to arbitration under the ICADR Arbitration Rules, 1996 for arbitration in accordance with Arbitration & Conciliation Act, 1996.
2. The Authority to appoint the arbitrator(s) shall be the International Centre for Alternative Dispute Resolution (ICADR).
3. The International Centre for Alternative Dispute Resolution will provide administrative services in accordance with the ICADR Arbitration Rules, 1996.

### **16.7. Conciliation**

1. If a dispute arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to seek an amicable settlement of that dispute by Conciliation under the ICADR Conciliation Rules, 1996 for conciliation in accordance with Arbitration and Conciliation Act, 1996.
2. The Authority to appoint the Conciliator(s) shall be the International Centre for Alternative Dispute Resolution (ICADR).
3. The International Centre for Alternative Dispute Resolution will provide administrative services in accordance with the ICADR Conciliation Rules, 1996.

### **16.8. Applicable Law**

1. The Agreement/Contract/work-order will be governed by the laws and procedures established by the Govt. of India within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.
2. The agency and their deployed personnel either during the contract or after its completion, shall not disclose any proprietary or confidential information relating to the services, contract or business or operations of CAG without the prior written consent of CAG.

### **17.0 Jurisdiction**

In any event of dispute arising out of this contract, the competent courts at Delhi will have the jurisdiction to adjudicate such dispute.

## 17. ANNEXURE

The necessary Annexure are given in the following pages.

### ANNEXURE 1. VALIDITY OF BIDS, RATES, ETC.

<b>S. No.</b>	<b>Item</b>	<b>Value</b>
1	Validity of bids	180 (one hundred and eighty) days
2	Validity of supply contract	1 (one) year



## **ANNEXURE 2. Online BID SUBMISSION**

The tender shall be submitted online in two parts viz., **Technical Bid and Financial Bid.**

- a. **Technical Bid (Eligibility Conditions:** Eligibility conditions shall include proof of eligibility conditions with scanned copies of tender fee of Tender Document and bid security/EMD amount and signed & scanned copy of tender acceptance letter).
- b. **Financial Bid: Financial Bid** is to be submitted in the form of BOQ\_XXXX.xls on to the portal.

### **A. Technical Bid**

The following documents are to be furnished by the bidder along with **Eligibility Conditions** as per the tender document:

1. Signed and scanned copy of proof of tender fee of Tender Document and bid security/EMD amount.
2. **ISO or IEC 19794-5** certification.
3. Bidder shall attach Oracle Manufacturing Authorization Form (MAF) from Oracle in order to be eligible for participation in the above bidding.
4. Bidder must submit a copy of the company's registration certificate Bidder must be an individual company registered in India under the Companies Act, 1956, and should have been in existence in India for **at least 3 years** prior to the date of issue of this Tender Enquiry. Consortiums are not allowed.
5. Bidder should have Articles of Association (in case of registered firms), by laws and certificate of registration (in case of registered cooperative societies), Partnership deed (in case of partnership firm).  
Copies of relevant documents must be submitted.
6. a) The Bidder should have an average annual turnover equal to or greater than **Rs.10,00,00,000/- (Indian Rupees Ten crore only)**  
b) The bidder should have conducted business in India for more than three years for the Oracle Products  
c) The bidder should have supplied Oracle Products/Services for Rs.2.00 crore or more during last three years (copy of the supply order should be attached)  
d) The average annual turnover submitted under consideration by prospective bidders should be for the last three financial years, i.e. **2014-15, 2015-16 and 2016-17.**  
CA certificate confirming the average annual turnover of the bidder during the stated financial years must be submitted.
7. Bidder must submit a Power of Attorney in the name of the Authorized Signatory for this tender
8. Details as per Annexure 3 – Bid Summary.
9. Bidder must provide a copy of the following in the name of the bidding company:
  - a) PAN card
  - b) Goods and Service Tax registration

**10. Signed and Scanned Copy of Tender Acceptance Letter in the Annexure 8 “Tender Acceptance Letter”.**

**11. Other conditions for submission of bids**

- a) Bidder shall adhere to the **Critical Date Sheet** mentioned in this online Advertised Tender Enquiry. **No bids shall be accepted post the deadline as mentioned in the critical date sheet.**
- b) CAG will not be responsible for any delay on the part of the vendor in obtaining the terms and conditions of the tender notice or submission of the online bids.
- c) The bids submitted by fax/E-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- d) Conditional tenders shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of the bids.
- e) In case, the day of bid submission is declared Holiday by Govt. of India, the next working day will be treated as day for submission of bids. There will be no change in the timings.
- f) At any time prior to the last date for receipt of bids, CAG, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective vendor, modify the Tender Document by an amendment. The amendment will be notified on CPPP eProcurement website and should be taken into consideration by the prospective agencies while preparing their bids.
- g) In order to give prospective agencies reasonable time to take the amendment into account in preparing their bids, CAG may, at its discretion, extend the last date for the receipt of bids. No bid may be modified subsequent to the last date for receipt of bids. No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified in the tender. Withdrawal of a bid during this interval may result in forfeiture of Vendor's EMD.
- h) The agencies will bear all costs associated with the preparation and submission of their bids. CAG will, in no case, be responsible or liable for those costs, regardless of the outcome of the tendering process.
- i) Printed terms and conditions of the vendors will not be considered as forming part of their bid. In case terms and conditions of the tender document are not acceptable to any vendor, they should clearly specify the deviations in their bids.
- j) Bids not submitted as per the specified format and nomenclature may be out rightly rejected.
- k) Ambiguous/Incomplete/Illegible bids may be out rightly rejected.
- l) Submission of the Bid will be deemed to have been done after careful study and examination of all instructions, terms and required specifications in the tender document with full understanding of its implications. Bids not complying with all the given clauses in this tender document are liable to be rejected. Failure to furnish all information required in the tender Document or submission of a bid not substantially responsive to the tender document in all respects will be at the vendor's risk and may result in the rejection of the bid.
- m) Bidder has to submit bid online.

**B. FINACIAL BID**

Schedule of financial bid in the form of BOQ\_XXXX .xls

**ANNEXURE 3. BID SUMMARY**

<b>Name of Bidder</b>		
<b>Date of Incorporation</b>		
<b>Registered Office Address</b>		
<b>Authorised Signatory Details</b>	<b>Name</b>	
	<b>Designation</b>	
	<b>Email</b>	
	<b>Mobile Number</b>	
	<b>Office Phone number</b>	
<b>Details of Contact other than Authorised Signatory</b>	<b>Name</b>	
	<b>Designation</b>	
	<b>Email</b>	
	<b>Mobile Number</b>	
	<b>Office Phone number</b>	

## ANNEXURE 4. ELIGIBILITY CRITERIA

S. No.	Eligibility Criteria	Insert Value or Other Response
1.	The bidder should be having <b>ISO or IEC 19794-5</b> certification.	
2.	Bidder shall attach <u>Oracle Manufacturing Authorization Form (MAF) from Oracle</u> in order to be eligible for participation in the above bidding	
3.	Bidder must submit a copy of the company's registration certificate Bidder must be an individual company registered in India under the Companies Act, 1956, and should have been in existence in India for <b>at least 3 years</b> prior to the date of issue of this Tender Enquiry. Consortiums are not allowed.	
4.	Bidder should have Articles of Association (in case of registered firms), by laws and certificate of registration (in case of registered cooperative societies), Partnership deed (in case of partnership firm). Copies of relevant documents must be submitted.	
5.	<p>a) The Bidder should have an average annual turnover equal to or greater than <b>Rs.10,00,00,000/- (Indian Rupees Ten crore only)</b></p> <p>b) The bidder should have conducted business in India for more than three years <u>for the Oracle Products</u></p> <p>c) The bidder should have supplied <b>Oracle Products/Services</b> for Rs.2.00 crore or more during last three years (copy of the supply order should be attached)</p> <p>d) The average annual turnover submitted under consideration by prospective bidders should be for the last three financial years, i.e. <b>2014-15, 2015-16 and 2016-17.</b> CA certificate confirming the average annual turnover of the bidder during the stated financial years must be submitted.</p>	
6.	Bidder must submit a Power of Attorney in the name of the Authorized Signatory for this tender.	
7.	Bidder must provide a copy of the following in the name of the bidding company: <ul style="list-style-type: none"> <li>a) PAN card</li> <li>b) Goods and Service Tax registration</li> </ul>	

## ANNEXURE 5. DETAILED FINANCIAL BID

**Note:**

- It is necessary that the bidder submits financial bid in Table below
- **Financial bids shall be opened only for those bidders who qualified technical bid (eligibility criteria)**
- **All prices should be quoted with 1 (one) year warranty support (ATS).**
- **Prices should be quoted in Indian Rupees.**
- **The cost is inclusive of all taxes, levies, etc.**
- **Taxes indicated in the financial bid will be charged as per the prevailing rate.**

**Table – Detailed Financial Bid**

(In rupees)

Sr. No.	Product	Metric	Quantity	Unit License price	Total License price	Goods and Service Tax (Any other tax please indicate)	Total License cost	ATS	Goods and Service Tax (Any other tax please indicate)	Total ATS cost	Total Cost (License+ ATS inclusive of all taxes)
1.	Oracle Database Standard Edition (Perpetual)	Named User Plus	140								
2.	Oracle Database Standard Edition (Perpetual)	Processor	14								
3.	Oracle Weblogic Suite (Perpetual)	Named User Plus	140								
4.	Oracle Weblogic Suite (Perpetual)	Processor	11								

**Note:** The same is provided along with the tender document in the form of BOQ\_XXXX.xls on to the CPPP eProcurement portal. Bidder has to advised to download the same, quote their rates and upload it on to the portal.

**ANNEXURE 6. EMD & TENDER FEE**

<b>S. No.</b>	<b>Particulars</b>	<b>Amount (in Rs.)</b>	<b>Draft No.</b>	<b>Date</b>	<b>Bank</b>	<b>Branch</b>
1.	EMD	6,00,000/-				
2.	Tender Fee	5,000/-				

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## **ANNEXURE 7: Instructions for Online Bid Submission:**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

### **REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

### **SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

### **PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid

documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

## **SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.



- 8) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

**ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.



**ANNEXURE 8.: TENDER ACCEPTANCE LETTER**  
(To be given on Company Letter Head)

Date:

To,

The Principal Director (Information Systems)  
Office of the Comptroller and Auditor General of India,  
New Delhi – 110 124

**Sub: Acceptance of Terms & Conditions of Tender.**

**Tender Reference No: 7-ISW/2018-CAG**

**Name of Tender / Work: - Supply of Oracle 12C Software licenses with one-year Annual Technical Support for use in Indian Audit & Accounts Department.**

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: <https://eprocure.gov.in/eprocure/app> as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. 1 to 26 (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract , without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Office of the Comptroller and Auditor General of India, New Delhi

Corrigendum

Dated: 29 January, 2018

It is to inform that due to some technical reason the price Bid (BOQ file) is being replaced with the new BOQ file. The price bid may be downloaded with this new BOQ file for further submission along with the tender for supply of Oracle 12C software licenses with one-year Annual Technical Support for use in Indian Audit and Accounts Department

Sd/-

Principal Director (Information Systems)

**Office of the Comptroller and Auditor General of India**  
9, Deen Dayal Upadhyay Marg, New Delhi - 110 002.

**Dated: 31 January, 2018**

**CORRIGENDUM\_2**

Following corrections are made in the **Advertised Online Tender Enquiry for supply of Oracle 12C software licenses with one-year Annual Technical Support** for use in Indian Audit & Accounts Department:

1. Point at Sr. No. 2 of A - “Technical Bid” of Annexure 2 – “Online bid submission”, is deleted.
2. Point at Sr. No. 1 of Annexure 4 – “Eligibility Criteria”, is deleted.

Sd/-  
Principal Director (Information Systems)

Corrigendum No.3 : Clarifications on the Terms and conditions of the tender document for supply of Oracle 12C software licenses with one-year ATS for use in IA&AD.

Sr. No.	Clause No.	Description of Clause	Clarification sought by bidders	Clarification issued by CAG
1.	3.1, Annexure 5	Oracle Database 12C Standard Edition (Perpetual) Named User Plus	Oracle Database Standard Edition 2 (Perpetual) Named User Plus	Replaced as “Oracle Database Standard Edition 2 (Perpetual) Named User Plus”
2.	3.1, Annexure 5	Oracle Database 12C Standard Edition (Perpetual) Processor	Oracle Database Standard Edition 2 (Perpetual) Processor	Replaced as “Oracle Database Standard Edition 2 (Perpetual) Processor”
3.	11	Delivery: The supplier shall supply the ordered products with licenses and media and documentation within 4 weeks from the date of the order. The delivery will not be deemed to be complete until and unless the ordered products are checked and accepted by the purchaser as per order.	<p>The delivery schedule has been mentioned 4 weeks. Request to indicate the timelines for installation to 8 weeks.</p> <p>No physical media is provided by OEM. Vendor requests the following change to the existing clause:</p> <p>Vendor shall supply Oracle Database 12C Standard Edition and Oracle 12C WebLogic Suite Paper License Certificate as per the BOM mentioned in RFP within 4 weeks from the date of purchase order acceptance &amp; execution by M/s Oracle India Pvt. Ltd subject to receipt of Online Transactional Oracle Master Agreement (OMA) acceptance confirmation document from the Office of the Comptroller and Auditor General of India, Indian Audit &amp; Accounts Department as per Oracle Software Licensing &amp; Annual Technical Support Policies</p>	No change

4.		General	Are there any data migration activities to be done? Clarify. If so what will be the data size?	No.
5.	10	Warranty	<p>Point No.1: Elaborate “Date of Installation” (Subscription period starts from the date of order locked at OEM).</p> <p>Point No.2: Elaborate Performance tuning of the software. (Oracle Tuning pack is not included with Standard Edition license)</p> <p>Point No.3: Vendor will have to ensure the integration of upgraded version of the product with the application developed by the user departments.</p> <p>Vendor requests the following change to the existing clause:</p> <p>Point No.1: Vendor does not provide any express or implied warranty with respect to any deliverables or third party software provided hereunder. The warranties in respect of any third party Software item will be as per the End-User Licence Agreement prescribed by the Licensor of such software item.</p> <p>Vendor does not provide any express or implied warranty with respect to any deliverables or third party software provided hereunder. The warranties in respect of any third party Software item will be as per the End-User Licence Agreement prescribed by the Licensor of such software item.</p> <p>Point No.2: Vendor does not provide any express or implied warranty with respect to any deliverables or</p>	Only Point No.2 and 3 are deleted

		<p>third party software provided hereunder. The warranties in respect of any third party Software item will be as per the End-User Licence Agreement prescribed by the Licensor of such software item.</p> <p>All technical support will be directly be provided by M/s Oracle through “My Oracle Support” website (<a href="https://support.oracle.com/">https://support.oracle.com/</a>) as per Oracle Software Technical Support Policies during the warranty period Vendor requests the following change to the existing clause:</p> <p>Point No.3: Vendor does not provide any express or implied warranty with respect to any deliverables or third party software provided hereunder. The warranties in respect of any third party Software item will be as per the End-User Licence Agreement prescribed by the Licensor of such software item. Any Onsite support does not form part of this engagement and will be out of scope. All technical support will be directly be provided by M/s Oracle through “My Oracle Support” website (<a href="https://support.oracle.com/">https://support.oracle.com/</a>) as per Oracle Software Technical Support Policies during the warranty period</p> <p>Point No.4: Vendor does not provide any express or implied warranty with respect to any deliverables or third party software provided hereunder. The warranties in respect of any third party Software item will be as per the End-User Licence Agreement prescribed by the Licensor of such software item. Any Onsite support does not form part of this engagement and will be out of scope. All technical</p>	
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		<p>support will be directly be provided by M/s Oracle through “My Oracle Support” website (<a href="https://support.oracle.com/">https://support.oracle.com/</a>) as per Oracle Software Technical Support Policies during the warranty period.</p> <p>Point No.5 to 5.2: Vendor does not provide any express or implied warranty with respect to any deliverables or third party software provided hereunder. The warranties in respect of any third party Software item will be as per the End-User Licence Agreement prescribed by the Licensor of such software item.</p> <p>Any Onsite support does not form part of this engagement and will be out of scope. All technical support will be directly be provided by M/s Oracle through “My Oracle Support” website (<a href="https://support.oracle.com/">https://support.oracle.com/</a>) as per Oracle Software Technical Support Policies during the warranty period.</p> <p>Point No.5.3: Vendor does not provide any express or implied warranty with respect to any deliverables or third party software provided hereunder. The warranties in respect of any third party Software item will be as per the End-User Licence Agreement prescribed by the Licensor of such software item.</p> <p>All technical support will be directly be provided by M/s Oracle through “My Oracle Support” website (<a href="https://support.oracle.com/">https://support.oracle.com/</a>) as per Oracle Software Technical Support Policies during the warranty</p>	
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		<p>period.</p> <p>Point No.5.4: Bidder requests deletion of the existing clause:</p> <p>During the warranty all period technical Support will be directly provided by M/s Oracle to the Office of the Comptroller and Auditor General of India, Indian Audit &amp; Accounts Department from Oracle Server through My Oracle Support Website (<a href="https://support.oracle.com/">https://support.oracle.com/</a>) which are proprietary software services delivered by M/s Oracle and as such, there is NO tangible/ physical software or service been delivered by the bidder.</p> <p>The bidder scope of work is limited to only supply of Oracle Paper License Certificate issued by M/s Oracle as confirmation for purchase of Oracle Software License with 1<sup>st</sup> Year Software Updates &amp; Product Support as per the bill of material given in RFP.</p> <p>So we request you to remove Point No. 5.4 from Warranty Clause in this RFP as the scope of services are essentially delivered by M/s Oracle India Pvt. Ltd. which are clearly beyond the reasonable control of the bidder..</p> <p>Notes Section, Point A - It will be responsibility of the vendor to ensure that the support is provided during warranty period of one year.</p> <p>“</p> <p>Please specify the complete scope of work, current IT Setup &amp; Architecture details along with activities to</p>	
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			<p>be performed by the bidder on Oracle 12c Database and Oracle WebLogic 12c Suite during 1<sup>st</sup> year of technical support (Software Updates &amp; Product Support) as provided by M/s Oracle through “My Oracle Support” website (<a href="https://support.oracle.com/">https://support.oracle.com/</a>) as per Oracle Software Technical Support Policies &amp; Onsite Support doesn’t form part of the scope.</p> <p>Incase additional Onsite Support is required by the Office of the Comptroller and Auditor General of India, Indian Audit &amp; Accounts Department from the bidder kindly specify total number of Man days needed for Onsite Technical Support along with the detailed description of activities to be performed by the short-listed Vendor. “</p>	
6.	3.3	EMD	Bank Guarantee from any of the Scheduled Commercial Banks in the prescribed format in favour of Pay and Accounts Officer, office of the Comptroller and Auditor General of India, New Delhi	Any standard bank guarantee format.
7.	Annexure 4	Eligibility Criteria Sr.No.5 “The bidder should have supplied Oracle Products/services for Rs.2.00 crore or more during last three years (copy of the supply order should be attached)	Request to consider the supplied order for Oracle products/services of Rs.2.00 crore or more during last five years in lieu of three years	No change
8.	16.1.2	<p>Following facilities have been extended to the SSI units registered with NSIC:</p> <p>a. Issue of tender sets free of cost.</p> <p>b. Exemption from payment of earnest money</p>	Request to consider the cost of tender fee waive off and exempted from earnest money for MSME vender register under Udyog Aadhaar as well in line with extant GFR Rule # 170.	<p>No Change.</p> <p>As per clause 3.3 (4) “Firms/supplier, who are registered for supply of Oracle software with NSIC under Single Point Registration Scheme, shall be</p>

				considered for exemption from furnishing the EMD by the competent authority. In such cases, an attested copy of the Valid Registration Certification from NSIC for Supply of Oracle product must be furnished. Mere registration as a SSI unit does not qualify the firms for exemption from furnishing the EMD”
9.	3.1, 17	The rates finalized shall remain valid during validity of contract. However, the supplier should pass any reduction in rates of the OEM due to technological advances or for any other reason	Validity of contract is 180 days or one year. Contradicting with Clause No.17 Annexure 1 Validity of bids, rates, etc.	Validity of contract - One year from the date of first purchase order.
10.	10	<p>Payment Term Point No.4:</p> <p>The support services will be provided anywhere in India depending upon the User location, if required. No TA/DA is admissible for the deployment of agency resources on projects anywhere in India.</p>	<p>Support Service will be provided by OEM. In this case, please clarify who will responsible (OEM/Bidder) for allocating resources at User Location. Please provide Location list.</p> <p>Elaborate payment terms and condition i.e. number of days after successful completion of supply.</p> <p>Vendor requests deletion of Point No. 4 from the existing Clause:</p> <p>All Technial Support will be directly provided by M/s Oracle through self-service My Oracle Support website (<a href="https://support.oracle.com/">https://support.oracle.com/</a>) to Office of the Comptroller and Auditor General of India, Indian Audit &amp; Accounts Department as per Oracle Software Technical Support Policies. Any Onsite Support from bidder does not form a part of this engagement and</p>	Point No.4 is deleted

			will be out of scope.	
11.	9	<p>Performance Bank Guarantee:</p> <p>Five percent of the total supply order value shall be taken as performance Bank Guarantee (PBG). PBG shall be submitted to consignees/indentors (order placing authority). The PBG shall be payable at Delhi in favour of Pay and Accounts Officer, office of the Comptroller and Auditor General of India, New Delhi. The PBG shall be valid for a period of one-year warranty period plus one month to safeguard the Government interest.</p>	<p>Bidder requests deletion of the existing clause:</p> <p>The performance bank guarantee clause shall not be applicable on this transaction since the Oracle Software License &amp; 1<sup>st</sup> Year Software Updates &amp; Product Support will be directly provided by M/s Oracle to the Office of the Comptroller and Auditor General of India, Indian Audit &amp; Accounts Department from Oracle Server through My Oracle Support Website (<a href="https://support.oracle.com/">https://support.oracle.com/</a>) which are proprietary software products and services delivered by M/s Oracle and as such, there is NO tangible/ physical software been delivered by the bidder.</p> <p>The bidder scope of work is limited to only supply of Oracle Paper License Certificate issued by M/s Oracle as confirmation for purchase of Oracle Software License with 1st year Software Updates &amp; Product Support as per the bill of material given in RFP.</p> <p>So we request you to remove the performance bank guarantee and security deposit clause from this RFP as the scope of services are essentially delivered by M/s Oracle India Pvt. Ltd. which are clearly beyond the reasonable control of the bidder.</p>	No change
12	13	Penalty Calculation Process	<p>Point No.1 to 3:</p> <p>Vendor requests the following change to the existing clause:</p> <p>1) Delay in Contract Subject to The Office of the Comptroller and Auditor</p>	No change

		<p>General of India, Indian Audit &amp; Accounts Department performing its obligations in timely manner. The time and date of Delivery of Material(s) as stipulated in the Contract shall be adhered to on the clear understanding that the Price(s) of the Material(s) has/have been fixed with reference to the said Delivery date(s).</p> <p>If any delay is anticipated by the Vendor for the reasons solely attributable to it in the delivery of the Material(s) or any of them beyond the stipulated date(s) of Delivery, the Vendor shall forthwith inform the Comptroller and Auditor General of India, Indian Audit &amp; Accounts Department in writing of such anticipated delay and of the steps being taken by the Vendor to remove or reduce the anticipated delay, and shall promptly keep the Comptroller and Auditor General of India, Indian Audit &amp; Accounts Department informed of all subsequent developments.</p> <p>If any Material(s) is/are not delivered within the Delivery date(s) stipulated in respect thereof for the reasons solely attributable to the Vendor, The Comptroller and Auditor General of India, Indian Audit &amp; Accounts Department shall be entitled to a discount by way of price adjustment in a sum equivalent to 0.2% of the price of such Material(s) per week or part thereof that the Material(s) remain(s) undelivered beyond the stipulated Delivery period in respect thereof, of the Total Contract Value of the delayed material.</p> <p>2) Warranty</p> <p>All Techncial Support during the warranty period will be directly provided by M/s Oracle through self-</p>	
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			Comptroller and Auditor General of India, Indian Audit & Accounts Department under that applicable work that gives rise to such liability in the preceding twelve (12) months (as of the date the liability arose); provided, however, that this limitation shall not apply to any liability for damages arising from (a) willful misconduct or (b) indemnification against third party claims for infringement.	
13.	14 - Indemnity	Point No. 1 to 3	<p>Bidder suggests this provision be revised:</p> <p>Each party (“Indemnifying party”) will indemnify and defend the other party (“indemnified party”) against any claims due to Indemnifying party’s violation of any patents and copy rights. Indemnifying party shall have no obligations with respect to any such claims to the extent such claims results from: (i) indemnifying party’s compliance with indemnified party’s specific technical designs, specifications or instructions; (ii) inclusion in a material provided by indemnifying party of any content or other materials provided by indemnified party and the violation relates to or arises from such indemnified party materials or provided material; (iii) modification of material provided by indemnifying party after delivery by indemnifying party to indemnified party if such modification was not made by or on behalf of the indemnifying party; (iv) operation or use of some or all of the material provided by indemnifying party in combination with products, information, specification, materials not provided by indemnifying party; or (v) use of the material provided by indemnifying party for any purposes for which the same have not been designed</p>	No change

			<p>or developed or other than in accordance with any applicable specifications or documentation provided by the indemnifying party; or (v) use of a superseded release of some or all of the material provided by indemnifying party or indemnified party's failure to use any modification of the material provided by indemnifying party furnished under this Agreement including, but not limited to, corrections, fixes, or enhancements made available by the indemnifying party.</p> <p>The Office of the Comptroller and Auditor General of India, Indian Audit &amp; Accounts Department will, during the period of the coverage of this assignment, indemnify and hold bidder harmless from any loss, injury, claim or damage resulting from any death or injury to any person or property of bidder arising out of the use or possession of the equipment or location of the Office of the Comptroller and Auditor General of India, Indian Audit &amp; Accounts Department by bidder or its personnel, unless caused by the negligence of bidder personnel and the limitation or liability provided herein shall not apply to such loss, injury, claim or damages.</p>	
14.	15 – Security	Point No.1 to 2	<p>Bidder suggests this provision be revised: All Technical Support will be directly provided by M/s Oracle through self-service My Oracle Support website (<a href="https://support.oracle.com/">https://support.oracle.com/</a>) to Office of the Comptroller and Auditor General of India, Indian Audit &amp; Accounts Department as per Oracle Software Technical Support Policies which are clearly beyond the reasonable control of the bidder.</p>	



			Any Onsite Support from bidder does not form a part of this engagement and will be out of scope.	
15.	16 – Other Terms and conditions	Point No.2	<p>Bidder suggests this provision be revised:  We hereby like to inform you the purchase order once accepted and executed by M/s Oracle cannot cancelled or terminated as per the end user software licensing master agreement &amp; technical support policies laid down by M/s Oracle. Oracle Master Agreement (OMA) signed between the Office of the Comptroller and Auditor General of India, Indian Audit &amp; Accounts Department and Oracle India Pvt. Ltd. will govern all the terms and conditions related to Oracle Software Licenses and 1<sup>st</sup> Year Software Updates and Product Support.</p>	No change
16.	16.2 – Limitation of Liability		<p>Bidder suggests this provision be revised:</p> <p>Vendor shall be excused and not be liable or responsible for any delay or failure to perform the services or failure of the services or a deliverable under this Agreement, to the extent that such delay or failure has arisen as a result of any delay or failure by the Office of the Comptroller and Auditor General of India, Indian Audit &amp; Accounts Department or its employees or agents or third party service providers to perform any of its duties and obligations as set out in this Agreement.</p> <p>In the event that Vendor is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Office of the Comptroller and Auditor General of India, Indian Audit &amp; Accounts Department, then Vendor shall be</p>	No change

			<p>allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which TCS is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Office of the Comptroller and Auditor General of India, Indian Audit &amp; Accounts Department such failures or delays shall be brought to the notice of the Office of the Comptroller and Auditor General of India, Indian Audit &amp; Accounts Department and subject to mutual agreement with the Office of the Comptroller and Auditor General of India, Indian Audit &amp; Accounts Department, Vendor shall take such actions as may be necessary to correct or remedy the failures or delays. Vendor shall be entitled to invoice the Office of the Comptroller and Auditor General of India, Indian Audit &amp; Accounts Department for additional costs incurred in connection with correction or remedy as above.</p> <p>Neither party shall be liable to the other for any special, indirect, incidental, consequential (including loss of profit or revenue), exemplary or punitive damages whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages.</p> <p>The total cumulative liability of either party arising from or relating to this Agreement shall not exceed the total amount paid to vendor by the Office of the Comptroller and Auditor General of India, Indian Audit &amp; Accounts Department under that applicable work that gives rise to such liability (as of the date the liability arose).</p>	
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17.	16.5 – Termination for Insolvency and Default	Point No.2 : Termination for Default	<p>Bidder suggests this provision be revised:  We hereby like to inform you the purchase order once accepted and executed by M/s Oracle cannot cancelled or terminated as per the end user software licensing master agreement &amp; technical support policies laid down by M/s Oracle. Oracle Master Agreement (OMA) signed between the Office of the Comptroller and Auditor General of India, Indian Audit &amp; Accounts Department and Oracle India Pvt. Ltd. will govern all the terms and conditions related to Oracle Software Licenses and 1<sup>st</sup> Year Software Updates and Product Support.</p> <p>All Technical Support will be directly provided by M/s Oracle through self-service My Oracle Support website (<a href="https://support.oracle.com/">https://support.oracle.com/</a>) to Office of the Comptroller and Auditor General of India, Indian Audit &amp; Accounts Department as per Oracle Software Technical Support Policies which are clearly beyond the reasonable control of the bidder. Any Onsite Support from bidder does not form a part of this engagement and will be out of scope. Bidder shall not be liable for any special, indirect, incidental, consequential (including loss of profit or revenue), exemplary or punitive damages whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages.</p>	No change
18.	Annexure II – Tender Acceptance Letter	Point No.4 I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/corrigendum(s) in its	Vendor requests the following change to the existing clause:  4. - I / We hereby accept the tender conditions of above mentioned tender document(s) / corrigendum(s)	No change

		totally/entirely	in its totality / entirety with List of Exceptions & Deviations enclosed	
19.		Extension the bid submission end date	request to kindly extend the bid submission end date from 15-Feb-2018 to 24-Feb-2018 since they require more time to submit their qualified response with your organisation for preparation of technical bid, commercial bid, RFP Document Fee (Rs. 5000), Earnest Money Deposit (EMD) Rs. 6,00,000/- (demand draft/ Bankers Cheque) along with other supporting documents as needed by The Office of the Comptroller and Auditor General of India, Indian Audit & Accounts Department for successful online bid submission as per the tendering guidelines.	No change

Note: No further clarification are entertained from the bidder(s)