

NOTICE INVITING E-TENDER (LIMITED – Two Cover System)

To

You are invited to submit your most competitive **ONLINE** quotation through the Central Public Procurement (CPP) portal web site <https://eprocure.gov.in/eprocure/app> in **Two cover system (Technical and Financial)** on or before the scheduled date and time for the **supply and installation of Oracle database, migration of old data and provide training on DB Administration.**

Manual bids shall not be accepted except for the original documents/instruments if any mentioned in this tender.

The details of tender items are available in the tender document which can be downloaded from <http://www.icmam.gov.in> and Central Public Procurement (CPP) portal web site <https://eprocure.gov.in/eprocure/app> and the bid is to be submitted **ON-LINE** only on <https://eprocure.gov.in/eprocure/app> up to the last date and time of submission of tender.

1. Brief Details of Tender

S.No.	Details	Description
(i)	Name of Supply/Work	Supply and installation of Oracle Database
(ii)	Tender reference No.	MoES/ICMAM-PD/SWQM/Oracle/42/2017
(iii)	Required Validity of Bid	120 Days from the date of opening of Tenders.
(iv)	EMD fee	Rs.10000/-
(v)	Language of Bid	English
(vi)	Bid Currency	Indian National Rupee (INR)

2. Complete tender can be viewed and submitted through <https://eprocure.gov.in/eprocure/app>. To use the Electronic Tender portal <https://eprocure.gov.in/eprocure/app>, bidders need to register on the CPP portal.

3. **Important instructions to bidders for online bidding**

3.1 The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) portal <https://eprocure.gov.in.in/eprocure/app>, using valid Digital Signature Certificates.

3.2 **SUBMISSION OF BIDS**

- i) Bidder should log into the CPP site well in advance for bid submission so that bidder can upload the bid in time on or before the bid submission date & time.
- ii) While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accepts the same in order to proceed further to submit their bid.
- iii) Bidders select the payment option as offline to pay the Tender Fee/EMD and enter details of the DD/BC/BG/others, if any asked in the tender.
- iv) Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.
- v) Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.
- vi) Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. For the file size of less than 1 MB, the transaction uploading time will be very fast.
- vii) **If price quotes are required in XLS format, utmost care shall be taken for uploading Schedule of quantities & Prices and any change/ modification of the price schedule shall render it unfit for bidding.**
Bidders shall download the Schedule of Quantities & Prices, in XLS format and save it without changing the name of the file. Bidder shall quote their rate in figures in the appropriate cells, thereafter save and upload the file in financial bid cover (Price bid) only. The Technical bid also uploaded in CPP Portal in the appropriate place.
If the template of Schedule of Quantities & Prices file is found to be modified/ corrupted in the eventuality by the bidder, the bid will be rejected.
- viii) Bidders shall submit their bids through **online e-tendering system** to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server

System Clock). **The TIA/Purchaser will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.**

- ix) After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the bidders shall **take print out of system generated acknowledgement** number, and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening (if any) or for records.
- x) Bidders should follow the server time being displayed on bidder's dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.
- xi) All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) 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.

3.3 ASSISTANCE TO BIDDERS

- (i) 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 of the relevant contract person indicated in the tender.
- (ii) 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 and the Toll Free numbers are given in the website.
- (iii) Clarifications, if any required to be sought on this tender may be obtained through writing letter, addressed to The Head, ICMAM Project Directorate, II Floor NIOT Campus, Velachery- Tambaram Main Road, Pallikaranai, Chennai- 600100 (OR) email to icmam@icmam.gov.in (OR) contact 044-66783599.
- (iv) Bidders should submit/upload their bid in CPP Portal, digitally signed and placed in appropriate covers/places only.

**-Sd/-
Head of Office**

SECTION I

INTRODUCTION TO BIDDERS

1.1. Eligibility/Pre-Qualification Criteria :

- i) Bidder should have sufficient financial resources to meet the obligation under contract. They should submit Balance Sheet or bank's report for last **02** years for their credit worthiness. The Bidder should have a minimum annual turnover of **Rs.30 lakhs** in any one the two financial years prior to tender opening date.
- ii) In addition to above, firms quoting should have a service / support facility in Chennai and should indicate the details of such servicing facilities along with technical bid and otherwise the tender will be rejected. The Complete contact address (postal address, Tel.nos, contact person name, mob no, email id of person, etc.,) of the Chennai center should be furnished in bidders' letter head.
- iii) The bidder should have Live Oracle OPN membership and the proof should be enclosed with the Technical bid.
- iv) The bidder should be minimum of Oracle Gold Partner and the necessary certificate should be enclosed with the Technical bid
- v) The bidder should have minimum of 10 years experience in the IT field which includes IT product selling and support services.
- vi) The Bidder should submit valid documentary proof of Service Tax registration number and the details of income tax registration number (PAN).
- vii) Earnest Money Deposit (EMD). Bid should accompany an Earnest Money Deposit (EMD) of Rs.10,000/- (Rupees Twenty Thousand Only) in the form of a Demand Draft / Banker's cheque drawn on a Scheduled commercial bank in favor of **Pay and Accounts Officer, IMD, payable at Chennai.**

1.3 Cheques, Money orders, Cash or Bank Guarantee etc. shall not be accepted as EMD. The bidder's are requested to make sure to indicate the bid number, name and address of the bidder on the reverse of EMD draft/ banker's cheque, any failure to comply with the same shall be at the risk of the bidder.

1.4 EMD will be returned to bidders after award of Contract to the successful Bidder. No interest will be payable by ICMAM PD on the EMD. The EMD may be forfeited, if a Bidder withdraws his bid during the period of bid validity, specified by the Bidder in the Bid and/or on submission of false documents/undertaking.

2. Price bid Evaluation Criteria & Price Bid Issues:

The broad guidelines for evaluation of Bids will be as follows:

- a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the Tender document and are acceptable both technically and commercially (called substantially responsive bid).
- b) In respect of Two Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical requirement as mentioned in the tender document. The compliance of Technical Bids would be determined on the basis of the parameters specified in the tender document and technical evaluation of bidder submitted documents. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.
- c) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given and the L1 bidder will be decided upon the total price for the requirement. The consideration of taxes and duties in evaluation process will be as follows:
 - (d) In cases where only indigenous Bidders are competing, all taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Buyer would be the deciding factor for ranking of Bids.
 - e) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

f) Evaluation of offers involving more than one currency -> **NOT APPLICABLE.**

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

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

i) Bidder should quote the prices in the given format BOQ_XXXX in excel sheet (downloaded from CPP website of the respective tender)for **online submission**.

j) Since ICMAM Project Directorate being Government organisation, no advance payment will be made. Every attempt will be made to make payment within 30 days from the date of receipt of bill/acceptance of goods, whichever is later.

k) The Lowest Price (L1) will be decided upon the lowest Total price quoted by the particular Bidder as on date of opening of tender enquiry as per the Price Format. Further, the Total Value only be considered for ranking of bidders.

l) ICMAM PD reserves the right to cancel / withdraw the bid without assigning any reasons for such decision. ICMAM PD also reserves the right to award to any bidder or cancel the orders issued to any bidder without assigning any reason thereof. Such decision will not incur any liability whatsoever on the part of ICMAM PD consequently.

m) Tender document is non-transferable.

3. Scanned copy of necessary supporting documents should be uploaded online mode for considering any offer as complete offer. All the Bidders are expected to go through every detail of the tender carefully and provide all requisite details and documents / certificate, and tender documents duly complete in all respect and digitally sign and upload the required bid documents as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document

including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.

4. All contracts shall be entered and acting through its designated authority. Wherever not so specified, the contractual obligations will be governed by the International contract law or the Indian Contract Law as may be applicable.
5. ICMAM PD reserves the right to cancel / reject entire tender process without assigning any reason.
6. ICMAM PD reserves the right to increase or decrease the quantity at any stage.
7. In case of any ambiguity / dispute in the interpretation of any of the clauses in this tender document, The Project Director. ICMAM PD's interpretation of the clauses shall be final and binding on all parties.

8. PRICE

The prices quoted in INR should be on firm and fixed basis and shall include all elements of prices. The bidders / tenders will not be allowed to make any variations in the price bid or any amendments to commercial offers already uploaded online during the currency of tender and after the date of opening of the tender. **PRICE BID should be submitted ONLINE ONLY as per BOQ_XXXX.xls file and no other mode of submission of price bid is acceptable.**

9. TWO BID SYSTEM

- A. Technical Bid (ONLINE and Manual submission)
- B. Price Bid (**ONLINE only**)

A. TECHNICAL BID: The bidder should submit the scanned copy for online submission and the same original hard copy of all the following documents as part of the Technical Bid in the stipulated format. The original hard copies should be submitted (Hard copy by manual submission) to the ICMAM Project Directorate (contact person Mr.S.Kumar, Tel:044-66783599, email id: kum63@icmam.gov.in, icmam@icmam.gov.in) on or before the due date of Technical bid opening, during office working hours. The cover

containing the necessary technical bid documents should be superscribed by **"Tender Ref No: MoES/ICMAM PD/SWQM/Oracle/43/2017. Part I Technical Bid for Oracle"**. **The Technical bid should contain the following supportive documents / details:**

i) Bidder should have sufficient financial resources to meet the obligation under contract. They should submit Balance Sheet for last **02** years OR bank's report for their credit worthiness. The bidder should have a minimum turnover of **Rs.30 lakhs** in any one of the two financial years prior to tender opening date (both online and manual submission).

ii) In addition to above, firms quoting should have a service / support facility in Chennai and should indicate the details of such servicing facility and otherwise the tender will be rejected. The Complete contact address (postal address, Tel.nos, contact person name, mob no, email id of person, etc.,) of the Chennai center should be furnished in bidders' letter head (both online and manual submission)

iii) Required proof for Live Oracle OPN membership (both online and manual submission)

iv) Necessary proof of certificate for Oracle Gold Partner (both online and manual submission).

v) Necessary copy of proof for experience (minimum 5 years) of the bidder in the field of IT, which includes product selling and provide support services.

vi) Copy of documentary proof for Service Tax and Income Tax register number (PAN) both online and manual submission.

vii) Scanned copy of EMD instrument by online and Original through manual submission

viii) Scanned copy of Tender Acceptance Letter as per **Appendix - 1** (both online and manual submission).

ix) Scanned copy of Compliance Sheet as per **Appendix -2** (both online and manual submission).

x) Any other related documents / Product brochure / web reference (both online and manual)

xi) Check list as per **Appendix 3** - "Check List" (both online and manual)

The Manual submission of Technical bid along with the relevant supportive documents should be submitted to ICMAM Project Directorate on or before 12.01.18, 2PM.

The technical and financial bids should be uploaded in the CPP portal on or before 12.01.18, 5PM

B. PRICE BID: The file downloaded from CPP website contains both tender document (PDF file) and blank price bid file (BOQ_XXXX.xls). Bidders are requested to enter the details of price, tax components, etc and upload the price bid file in time.

i) Bidders supplying indigenous goods or already imported goods shall quote only in Indian Rupees.

ii) Tenders where prices are quoted in any other way shall be treated as non-responsive and rejected.

C. METHODOLOGY FOR OPENING OF THE TENDERS:

i) Only the technical bid shall be opened online on the date of tender opening. Price bids of only those firms will be considered for opening whose offer would meet all tender requirements including compliance to tender qualification criteria and has passed in all tender conditions.

ii) After opening of price bids, ranking statement will be prepared and the finalization of successful bidder will be done on Total L-1 (the lowest Total price) basis, based on total price of the tender.

10. Any change in Address/ Telephone/ Fax/ e-mail of bidder should be immediately informed to ICMAM PD. The state of non-communication by the firm will make the offer liable for rejection.

11. Clarification regarding contents of the bids: During the course of evaluation process, the purchasing authority, shall at its discretion, ask the bidder for clarifications or confirmation on various aspects with reference to shortcomings or deficiencies so noticed in their bids. The request for such clarification or confirmations shall be given in writing to which the bidder will be required to send in their response within the time frame so prescribed in

such written communications. The clarifications / confirmations shall be called only in respect of general conditions or requirements of the tender enquiry documents and not on any aspect pertaining to specifications or prices or other essential requirements of tender schedule.

12. No post bid clarification or alteration or modification on the initiative of the bidder will be entertained.

13. Integrity pact / Rejection of bids – If the bidders do not agree with the terms and conditions of tender, their offer will be summarily rejected. Contract with successful bidder will also be cancelled if they do not fulfill the terms and conditions of the contract or till contractual obligation period and their Earnest Money Deposit and Performance Security Deposit (if any) will be forfeited. Canvassing by the bidder in any form, unsolicited letter/communications and post tender corrections would invoke rejection of tender with forfeiture of EMD.

14. Modifications and withdrawal of bids – A bidder may modify or withdraw his bid online after submission but prior to final date of submission of tenders/date of opening of tenders. In case a supplier modifies or amends a bid already submitted online, the latest version of the bid will be accepted.

15. The bidders are advised to submit the Technical compliance sheet in the format given at Appendix - 3 along with technical bid failing which their offer will be treated as incomplete and are liable to be rejected. Bidders may also quote GeM rate if the available item meets the ICMAM PD's requirement.

16. Bidders will be fully responsible for proper installation, commissioning and training (if any specified in tender requirement) and making the item functional before final settlement of the account.

17. The Bidder will also provide complete technical / operating and service manual of the item, if any.

18. The decision of the purchaser shall be final as to the quality of the stores and shall be binding upon the Bidders and in case of any of the articles supplied not being found as per specification shall be liable to be rejected or replaced and any expenses or losses caused to the suppliers should be borne by the supplier and ensured by the supplier that articles supplied should be

of standard specifications and free from all defects. The acceptance of articles will be made only when the articles are inspected and found up to the standard specifications and free from all defects.

- 19.** For any change in terms and condition of tender / tender specification, corrigenda, etc., the Bidders are requested to visit the websites **<http://www.icmam.gov.in>** & Central Public Procurement Portal (CPP) **<https://eprocure.gov.in/eprocure/app>**

ICMAM PD

SECTION II SCOPE OF WORK

1. Scope: ICMAM Project Directorate (ICMAM PD) has been monitoring the levels of marine pollution at several locations along the coastline of the country from the year 1991-92 onwards. The data collected has been stored in the Oracle database based on seasons and locations. Presently we have been using Oracle free-stand alone version for storing the data.

The scope of this tender include the (1) supply and installation of the Oracle database standard edition 12c R2, (2) Migration of the existing data completely(users, tables, etc.,) to the new Oracle database and (3) provide training to ICMAM scientists on DB administration under standard modules as per OEM. The bidder shall ensure the successful installation, configuration, testing and commissioning of required item at ICMAM Project Directorate, Chennai. Further, the bidder should be able to complete the supply & installation of Database, migration and Training part completely.

- 2. Warranty Period of Support:** The bidder has to provide warranty support period for a minimum period as declared by OEM / specified in the tender document from the date of successful installation and acceptance by ICMAM PD.
- 3. Delivery / Execution of Order:** Bidder has to supply all the required items at ICMAM PD within 10 weeks from the date of issue of purchase order. The installation, configuration, testing and commissioning should be completed by the bidder within two weeks upon the supply of items as per PO provided by ICMAM PD.
- 4.** The end to end supply, installation & commissioning need to be completed within 08 weeks (maximum) from the date of receipt of PO. In case of delay, penalty clause shall be applicable as per prevailing norms. (0.5% of PO cost per week with maximum of 4 weeks delay). Delay beyond 12 weeks lead to cancellation of PO and disallowing of participation of future ICMAM PD tenders.

SECTION III

GENERAL CONDITIONS

1. Custom / Excise Duty ICMAM Project Directorate is exempted from paying customs duty.

2. Taxes and Duties

Suppliers shall be entirely responsible for all taxes, duties, levies, license fees, octroi, road permits, etc. incurred until delivery of the contracted goods to the purchaser's location. The rates should be clearly indicated in the technical bid. However, VAT/CST/GST in respect of the transaction between the purchaser and the supplier shall be payable extra, if so stipulated in the order.

3. Terms of Payment

- i) For Indigenous supplies, payment shall be made by the purchaser against delivery, inspection, successful installation, commissioning and acceptance of item at ICMAM PD in good condition and to the entire satisfaction of the purchaser and on production of unconditional performance bank guarantee. There is no advance payment and payments shall be subject to deductions of any amount for which the vendor is liable under the agreement against this contract.
- ii) Further, all payments shall be made subjects to deduction of TDS (Tax deduction at Source) as per the prevailing income- Tax Act and any other taxes as on the date of invoice submission and/or payment date, whichever is higher.
- iii) 100% payment will be released to the successful bidder on completion of delivery of license(with downloadable media), successful installation and testing of the software with the license at ICMAM PD, Migrating the existing data sets to new installation and impart training on administration & usage to ICMAM Scientists.

4. Risk Purchase: In the event of a contract being cancelled for any breach committed and the purchaser effecting re-purchase of the stores at the risk and the cost of the contractor, the purchaser is not bound to accept the

lower offer of any allied or sister concern of the contractor.

5. Liquidated Damages (LD):

(i) Time is essence of the contract. The successful bidder must supply and assist in installation and test all the items as specified in the work order along with migration and training part. Failure to supply or some of the item(s) on and non completion of tasks before the stipulated date will entail a penalty equal to 2.5% of the value of contracted Package price per week or part thereof subject to maximum of 10% of total contract value. Payment of liquidated damages does not affect the successful bidder's liabilities.

ii) In the case of delay in compliance with the order beyond 4 weeks of the stipulated time period, ICMAM PD will have the right to cancel the order & forfeit the EMD.

iii) In addition the bidder shall also be liable to pay ICMAM PD a cancellation charge of 2% of the value of unsupplied items in addition to the Liquidated damages as above. In case of non-payment of cancellation charges ICMAM PD reserves the right to realize the same from the security deposits of the bidder, if any, already available with them. In such a situation, ICMAM PD will complete the execution of incomplete orders through alternate sources at the risk and cost of the defaulting vendor.

6. Defective store:

In case of any defects in supply or manufacturing or workmanship, observed during survey at consignee's location or later during the warranty period, the Bidder will be liable to replace the defective store at the cost of supplier. The purchase proceeds to take remedial action as may be necessary at the supplier's risk and expense and without any prejudice to any other right which the purchase may have under the contract.

7. ARBITRATION:

a) In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, on his award being set aside by the court for any reason, shall be lawful for the PD

ICMAM Chennai to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.

- b) It is further a term of this contract that no person other than the person appointed by the Head- ICMAM PD as aforesaid should act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to Arbitration at all.
- c) The arbitrator may from time to time with the consent of all the parties to the contract enlarge the time for making the award.
- d) Upon every and any such reference, the assessment of the costs incidental to the reference and award respectively shall be in the discretion of the arbitrator.
- e) Arbitration shall be held in Chennai, India and conducted in accordance with the provision of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof.

8. PATENT AND OTHER INDUSTRIAL/INTELLECTUAL PROPERTY RIGHT

The prices quoted in the present tender shall be deemed to include all amounts payable for the use of patents, copyright, registration charges, trademarks and payment for any other industrial property rights. The Bidder shall indemnify the Purchaser against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or the use. The Bidder shall be responsible for the completion of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

9. TRANSFER AND SUB-LETTING

The Bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the resultant contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the resultant contract or any part thereof.

10. Purchaser reserves the right to change the quantity of stores.

11. Purchaser reserves the right to get the manufacturing capacity of all firms re-verified irrespective of the registration status.

12. Purchaser reserves the right to cancel/reject or Scrap any or all the tenders without assigning any reason.

13. FORCE MAJEURE CLAUSE

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to "events") provided, notice of the happening of any such event is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this 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 contract. The 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 been so resumed or not, shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the contractor at a price to be fixed by the Purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the purchaser may deem fit excepting such materials, bought out components and stores as the contractor may with the concurrence of the purchaser elect to retain.

14. TERMINATION OF CONTRACT

The Purchaser shall have the right to terminate this Contract without any notice in part or in full in any of the following cases:

- a) The delivery of the material is delayed for causes not attributable to **Force Majeure** after the scheduled date of delivery.

- b) The Seller is declared bankrupt or becomes insolvent.
- c) The delivery material is delayed due to causes of **Force Majeure** by more than 21 days.
- d) The supplied item and service is not complied to the purchase / work order issued by ICMAM PD.

15. Clarification of Bid Document

A prospective Bidder requiring any clarification of the Bid documents may raise his point of clarification through Bid Management window after successfully logging to the e-procurement website <https://eprocure.gov.in/eprocure/app>. The bidder may seek clarification by posting query in the relevant window after clicking "Seek Clarification" option in the view tender details window for tender which can be selected through my tender option of bid submission menu. The clarification will be replied back by the tendering Authority through the e-procurement website which can be read by the bidder through the "Clarification" option under Bid Submission menu. The tendering authority may also respond to clarifications raised by the prospective bidders on purchaser's e-mail address icmam@icmam.gov.in or the bidder may also write to The Head, ICMAM PD for seeking clarifications by mentioning the tender reference details.

- 16.** Any dispute relating to purchase of goods between ICMAM PD and Bidder shall be subjected to the jurisdiction of a court of law situated in Chennai, Tamil Nadu.

TENDER ACCEPTANCE (OFFER) LETTER

(To be submitted by bidder duly signed by the authorized signatory on bidder's letter head).

Date.....

To

The Head,

ICMAM Project Directorate,

2nd Floor, NIOT Campus,

Pallikaranai, Chennai – 600100

Subject: Acceptance in respect of terms and conditions of tender document for supply, installation, testing of Oracle Database software at ICMAM Project Directorate, Chennai.

Ref: Tender Ref NoMoES/ICMAMPD/SWQM/Oracle/42/2017 dated.....

Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned tender from the web site <https://eprocure.gov.in/eprocure/app>.
2. I / We herby certify that I / We have read all the terms and conditions of tender document from page No. from _____ to _____ (including all annexure / Forms / appendixes, paras, etc.,) which shall part of the contract agreement and I / we shall abide herby by all the terms and conditions contained therein.
3. The corrigendum(s) issued from time to time by your organization has also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept all the terms and conditions of above mentioned tender document and corrigendum(s) as applicable.
5. In case any provisions of this letter are found violated, then your department / organization shall without prejudice to any other right or remedy be at liberty to reject my bid including the forfeiture of EMD.
6. I / We confirm that our bid shall be valid up to 180 days from the date of opening of Technical Bid.
7. I / We hereby certify that all the statements made and information supplied in the enclosed appendix, annexure / Forms / paras etc., furnished herewith are true and correct.
- 8/ I / We have furnished all information and details necessary for demonstrating our qualification and have no further prominent information to supply.
9. I / We understand that you are not bound to accept the lowest or any bid you may receive.
10. I / We certify / confirm that we comply with the eligibility requirements as per bid documents.
11. In case any provisions of this tender are found violated, ICMAM PD shall be at liberty to reject this tender, including the forfeiture of the full said EMD and we shall not have any claim against ICMAM PD in satisfaction of this condition.

Yours faithfully,

Signature of the Bidder

Name:

Designation:

Rubber-stamp of the firm

APPENDIX - 2

COMPLAIANCE SHEET

S.No	Item	Qty	Compliance Yes/No
1	Oracle Database 12c Standard Edition 2 perpetual for Intel Processor Microsoft Windows	1	
2	Migration of existing data sets (users and all data related tables) to new Database	1	
3.	Impart training on Oracle 12c Administration to ICMAM Scientists	1	

Signature of the Bidder

Name:

Designation:

Rubber-stamp of the firm

APPENDIX - 3**CHECK LIST**

(Following documents are to be submitted online and manual as a part of Technical bid. Bidders are requested to put a ✓ mark for ensuring submission of document in the appropriate places)

Sl.No	Description	Online submission	Manual submission
1	Details for annual turnover of the bidder for the last 2 years. Scanned copies of audited financial report or bank's report for the last two years should be submitted.	Submitted / Not Submitted	Submitted / Not Submitted
2	Contact Details of Chennai Centre should be submitted.	Submitted / Not Submitted	Submitted / Not Submitted
3	Scanned copy of Live Oracle OPN membership by online and copy by manual	Submitted / Not Submitted	Submitted / Not Submitted
4	Scanned copy of Oracle Gold Partner membership by online and copy by manual	Submitted / Not Submitted	Submitted / Not Submitted
5	Scanned copy of certificate for experience of the bidder in IT field by online and copy by manual	Submitted / Not Submitted	Submitted / Not Submitted
6	Scanned copy of service tax registration number and PAN by online and copies by manual.	Submitted / Not Submitted	Submitted / Not Submitted
7	Scanned copy of EMD instrument by online and ORIGINAL by manual	Submitted / Not Submitted	Submitted / Not Submitted

8	Scanned copy of Tender Acceptance Letter by online and original by manual (Appendix 1)	Submitted / Not Submitted	Submitted / Not Submitted
9	Scanned copy of Compliance Sheet as per Appendix -2 (both online and manual submission).	Submitted / Not Submitted	Submitted / Not Submitted
10	Any other relevant documents like product brochure, Training details, terms & conditions, etc. (scanned copy by online and original by manual)	Submitted / Not Submitted	Submitted / Not Submitted
11	This Check list (scanned copy by online and original by manual) Appendix 3	Submitted / Not Submitted	Submitted / Not Submitted

Signature of the Bidder

Name:

Designation:

Rubber-stamp of the firm