



## प्रस्ताव का आमंत्रण

# ओरेकल सॉफ्टवेयर लाइसेंस के लिए वार्षिक तकनीकी सहायता (एटीएस) का नवीनीकरण

(केवल ओरेकल द्वारा प्राधिकृत पुनर्विक्रेता / साझेदार निविदा पर प्रतिक्रिया दें)

## Request for Proposal

### Renewal of Annual Technical Support (ATS) for Oracle Software Licenses

(Oracle authorized re-sellers/ partners only need to respond to this RfP)

Tender No.	2018-19/CGTMSE/02
Tender Issue Date	April 23, 2018
<b>Last date for bid submission</b>	<b>May 04, 2018, 3:00 pm</b>
Tender Closing Time	May 04, 2018, 4:30 pm
Date of opening of Pre-qualification/ Minimum Eligibility bids	May 04, 2018, 4:45 pm
Tender Cost	Nil
Earnest Money Deposit	₹60,000/- (Rupees Sixty Thousand only) <b>[MSE Bidders are exempted. Pl. see para 3.22.3 in this regard]</b>

1002 & 1003, Naman Centre, 10th floor,  
Plot No. C-31, G- Block,  
Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051



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## Critical Information

Purpose	<b>Renewal of ATS for Oracle S/w Licenses</b>		
EMD	₹60,000/- [to be submitted in form of demand draft/ pay order in favour of CGTMSE payable at Mumbai or in the form of a Bank Guarantee (BG) from a commercial bank as per format prescribed in <b>Annexure –V</b> , along with Pre-qualification].		
Last Date of Submission of Bids.	<b>May 04, 2018 by 4:00 pm</b>		
Clarifications.	Clarifications, if any, may be asked in writing through mail <b>not later than April 27, 2018 by 5:00 pm</b> .		
Bid Validity	<b>60 days</b> from the date of submission of bids. i.e. <b>till June 30, 2018</b> .		
Address for submission of Bids	GENERAL MANAGER CGTMSE, 1002-1003, 10 <sup>TH</sup> FLOOR, NAMAN CENTRE PLOT NO.C-31, 'G' BLOCK, BANDRA KURLA COMPLEX, BANDRA (EAST), <b>MUMBAI - 400 051</b>		
No. Of Envelopes (Non-window, sealed)	<b>02 (Two), Non-window sealed with:</b> <b>1<sup>st</sup> Envelope:</b> (Superscribing “Tender No. 2018-19/CGTMSE/02 dated April 23, 2018 – Pre-qualification Bid”) containing: 1. Forwarding letter as per format given in <b>Annexure I</b> . 2. Demand Draft/ Pay Order/ BG towards Earnest Money Deposit (EMD) as per <b>Annexure V</b> . 3. Pre-Qualification as per format given in <b>Annexure II</b> . 4. Letter of authorisation from Oracle. 5. Bank Mandate Form as per format given in <b>Annexure IV</b> . <b>2<sup>nd</sup> Envelope:</b> (Superscribing “Tender No. 2018-19/CGTMSE/02 dated April 23, 2018 - Commercial Bid”) containing: 1. Commercial bid as per format given in <b>Annexure III</b> .		
Date of opening of Pre-qualification/ Minimum Eligibility Bids	<b>May 04, 2018 at 4:30 pm</b>		
Date and time of opening of commercial bids	Commercial bids would be opened at a later date which would be notified only to the short-listed bidders.		
Contact Details:			
<b>Name (S/Sh.) &amp; Designation</b>	<b>Phone</b>	<b>Fax</b>	<b>E-mail</b>
Anand K Yadav, AGM	022-61437823	022-26597264	anand@cgtmse.in
Promod Bakshi, DGM	022-61437812		pbakshi@cgtmse.in
Subodh Kumar, GM	022-61437818		subodh@cgtmse.in

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## **Disclaimer**

This RfP document is not an agreement and is not an offer or invitation by Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE) to any parties other than the applicants who are qualified to submit the bids (“bidders”). The purpose of this RfP is to provide the prospective bidder(s) with information to assist the formulation of their proposals. This RfP does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RfP and where necessary obtain independent advice. CGTMSE makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RfP. CGTMSE may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RfP.

## Important Terms

Some terms have been used in the document interchangeably for the meaning as mentioned below:

1. 'Trust' means 'Credit Guarantee Fund Trust for Micro and Small Enterprises ' OR CGTMSE.
2. 'Bidder' means the respondent to the RFP document.
3. 'Successful Bidder' refers to the bidder who gets selected by the Trust after completion of evaluation process.
4. 'Service Provider' refers to the successful bidder who provides services to the Trust after the contract is awarded by the Trust, also abbreviated as 'SP'.
5. 'RFP' or 'Tender' means the Request for Proposal document
6. 'Bid' may be referred to as 'Offer'.
7. "The Contract" means the agreement entered into between the Trust, represented by its Head Office / Regional Offices and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
8. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
9. "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Trust under the Contract;
10. "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Purchase Contract;
11. "TCC" means the Terms and Conditions of Contract contained in this section;

## Annexure/ Appendix Details

Annexure/ Appendix Number	Description
Annexure-I	Bid Covering Letter
Annexure-II	Pre-qualification/ Minimum Eligibility Bid
Annexure-III	Commercial Bid
Annexure-IV	Bank Mandate Form
Annexure-V	Bank Guarantee format for EMD
Annexure-VI	Pre-contract Integrity Pact

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## 1. Introduction and Disclaimers

### 1.1 About CGTMSE

- 1.1.1 Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE) Credit Guarantee Scheme (CGS) has been launched by the Government of India and Small Industries Development Bank of India (SIDBI) to strengthen credit delivery system and facilitate flow of credit up to ₹2 Crore to Micro and Small Enterprise (MSE) segment.
- 1.1.2 CGTMSE scheme makes guarantees available to lenders, which would make good the loss arising out of failure of an MSE borrower to re-pay its loan (up to a certain pre-defined percentage).
- 1.1.3 The objective of CGTMSE is to encourage commercial banks to move away from a security oriented approach and provide collateral free credit facility for Micro and Small Enterprises.
- 1.1.4 CGTMSE provides guarantees to the credit facilities extended by banks and financial institutions to micro and small enterprises. The Trust's software application is hosted on an internet server which is accessed by banks and financial institutions spread across the country. Detailed information of the functions of the Trust is provided on Trust's website [www.cgtmse.in](http://www.cgtmse.in).

### 1.2 Purpose of RfP

- 1.2.1 The purpose of RfP is to invite proposals from eligible bidders for the renewal of Oracle Annual Technical Support (ATS) for the following oracle s/w licenses for the period as indicated herein:

Sr. No.	S/w License Description	Qty.	CSI #	Support Expiring/ expired on	Support renewal period
1	Oracle Database Enterprise Edition – Processor Perpetual	4	18534305	17/05/2018	18/05/2018 to 17/05/2019
2	Diagnostics Pack – Processor Perpetual	4			
3	Tuning Pack – Processor Perpetual	4			
4	Oracle Database Enterprise Edition – Named User Plus Perpetual	50	20664189		

- 1.2.2 This RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Trust and any successful bidder as identified by the Trust after completion of the selection process.
- 1.2.3 The tender methodology being followed is under Three Bid System viz. **1) Pre-qualification/ Minimum Eligibility Bid 2) Commercial bid.**

### 1.3 Information Provided

- 1.3.1 The RfP document contains statements derived from information that is believed to be relevant at the date but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with CGTMSE. Neither CGTMSE nor any of its employees, agents, contractors, or



advisers gives any representation or warranty, express or implied, as to the accuracy or completeness of any information or statement given or made in this document. Neither CGTMSE nor any of its employees, agents, contractors, or advisers have carried out or will carry out an independent audit or verification exercise in relation to the contents of any part of the document.

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## **1.4 Disclaimer**

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- 1.4.1 Subject to any law to the contrary, and to the maximum extent permitted by law, CGTMSE and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RfP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of CGTMSE or any of its officers, employees, contractors, agents, or advisers.

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## **1.5 Costs to be borne by Respondents**

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- 1.5.1 All costs and expenses incurred by Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to; the attendance at meetings, discussions, demonstrations/ presentations, etc. and providing any additional information required by CGTMSE, will be borne entirely and exclusively by the Respondent.

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## **1.6 No Legal Relationship**

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- 1.6.1 No binding legal relationship will exist between any of the Respondents and CGTMSE until the issues of purchase order / execution of a contractual agreement.

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## **1.7 Recipient Obligation to inform itself**

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- 1.7.1 The Recipient must conduct its own investigation and analysis regarding any information contained in the RfP document and the meaning and impact of that information.

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## **1.8 Evaluation of Offers**

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- 1.8.1 Each Recipient acknowledges and accepts that the Trust may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of vendor, not limited to those selection criteria set out in this RFP document.
- 1.8.2 The issuance of RfP document is merely an invitation of offers and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

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## **1.9 Acceptance of Selection Process**

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- 1.9.1 Each Recipient having responded to this RfP acknowledges have reading, understanding and

accepts the selection & evaluation process mentioned in this RfP document. The Recipient ceases to have any option to object against any of these processes at any stage subsequent to submission of its responses to this RfP.

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## 1.10 Errors and Omissions

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1.10.1 Each Recipient should notify CGTMSE of any error, omission, or discrepancy found in this RfP document but not later than 05 (five) working days prior to the due date for submission of bids.

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## 1.11 Acceptance of Terms

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1.11.1 Recipient will, by responding to CGTMSE for RfP, be deemed to have accepted the terms as stated in this RfP.

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## 1.12 Requests for Proposal

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1.12.1 Recipients are required to direct all communications related to this RfP, through the Nominated Point of Contact person:

Contact : Shri Anand K Yadav  
Position : Assistant General Manager  
Email : anand@cgtmse.in  
Telephone : 022-61437823, Fax : 022-26597264

1.12.2 CGTMSE may, in its absolute discretion, seek additional information or material from any Respondents after the RfP closes and all such information and material provided must be taken to form part of that Respondent's response.

1.12.3 Respondents should provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to RfP could be conveyed promptly. These details should also be written/ printed without fail on each of the bids envelopes as well.

1.12.4 CGTMSE may, in its absolute discretion, engage in discussion with any Respondent (or simultaneously with more than one Respondent) after the RfP closes to improve or clarify any response.

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## 1.13 Notification

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1.13.1 CGTMSE will notify all short-listed Respondents in writing or by mail as soon as practicable about the outcome of their RfP response.

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## 2. RfP Response

### 2.1 Earnest Money Deposit (EMD):

- 2.1.1 All the responses must be accompanied by a refundable interest free earnest money deposit of **₹60,000/- (Rupees Sixty Thousand only)** in the form of Demand Draft / Banker's Cheque drawn on a scheduled Bank in favour of 'Credit Guarantee Fund Trust for Micro and Small Enterprises' or 'CGTMSE' payable at Mumbai or Bank Guarantee (BG) as per format prescribed in Annexure-V. No interest will be paid on EMD and it could be forfeited in case of default as per clause 2.1(5) below.
- 2.1.2 In case the EMD is being submitted in the form of Bank Guarantee (BG), the BG should be valid till the date of bid validity and claim period should be one month beyond the date of BG validity.
- 2.1.3 Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
- 2.1.4 The Demand Draft/ Pay Order/ BG should be of a Scheduled/ Commercial Bank only and will be accepted subject to the discretion of the Trust.
- 2.1.5 The amount of Earnest money deposit (EMD) would be forfeited in the following scenarios:
- 2.1.5.1 In case the Bidder withdraws its bid within the validity period of the bid for any reason whatsoever;
  - 2.1.5.2 In case the successful Bidder fails to accept the purchase order within specified period from the date of Purchase order for any reason whatsoever; or
  - 2.1.5.3 Besides forfeiting the EMD, the Trust may ban the bidder from subsequent bidding, for a period of 3 years.
- 2.1.6 The EMD will be refunded to the unsuccessful bidders subsequent to the happening of any of the following events:
- 2.1.6.1 Issue of Purchase order to successful bidder;
- OR
- 2.1.6.2 End of the bid validity period including extended period (if any), whichever is earlier.
- 2.1.7 Successful bidder will be refunded the EMD amount at the time of making the payment for the renewal of oracle ATS.

### 2.2 Bid Submission Closing Date:

- 2.2.1 RFP Response should be received by Trust not later than date and time mentioned in 'Critical Information' section above, at its Office premises.
- 2.2.2 In the event of the specified date for the submission of bids, being declared a holiday for the Trust, the bids will be received up to the prescribed time on the next working day.
- 2.2.3 The Trust may, at its discretion, extend the deadline for submission of Bids by amending the Bid Documents, in which case, all rights and obligations of the Trust and Bidders previously subject to

the deadline will thereafter be subject to the deadline as extended.

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## **2.3 Bid Validity Period**

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- 2.3.1 The Bids must remain valid and open for evaluation according to their terms for a period of 60 days from the last date of the submission of bids.
- 2.3.2 In exceptions circumstances the Trust may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing.
- 2.3.3 The Trust, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary

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## **2.4 Late RFP Policy**

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- 2.4.1 Responses received after the due date / time i.e. bid submission date/ time would be considered late and may not be accepted or opened. Late received bids shall be returned un-opened within 02 weeks from the bid submission date.

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## **2.5 Receiving of RFP Response**

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- 2.5.1 Receiving of RFP response will be recorded by CGTMSE in a 'Bid Receipt Register' kept for the purpose upon receiving the RFP response. The submission of the response should be in the format outlined in this RFP and should be submitted preferable through hand delivery. If the submission to this RFP does not include all the documents and information required or is incomplete or submission is through Fax mode, the RFP is liable to be summarily rejected. All submissions, including any accompanying documents, will become the property of the Trust. The Recipient shall be deemed to have licensed, and granted all rights to the Trust to reproduce the whole or any portion of their submission for the purpose of evaluation and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents.

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## **2.6 Modification And/ Or Withdrawal of Bids:**

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- 2.6.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification including substitution or withdrawal of the bids is received by the Trust, prior to the deadline prescribed for submission of bids.
- 2.6.2 The Bidder modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by Fax, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.
- 2.6.3 No bid may be modified after the deadline for submission of bids.
- 2.6.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the bid form.
- 2.6.5 Trust has the right to reject any or all tenders received without assigning any reason whatsoever. Trust shall not be responsible for non-receipt / non-delivery of the bid documents due to any

reason whatsoever.

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## 2.7 Opening of Bids by the Trust

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- 2.7.1 On the scheduled date and time, bids will be opened by the Trust's Committee in the presence of bidder representatives. It would be the responsibility of the bidder's representatives to be present at the date, time and at the place specified in the tender document. The bidders' representatives who are present shall sign in a register/ sheet evidencing their attendance.
- 2.7.2 The Bidder name and such other details as the Trust, at its discretion may consider appropriate will be announced at the time of Pre-qualification/ Minimum Eligibility & technical (if applicable) bid opening. No bid shall be declared as rejected at the time of bid opening, except for late received bids.
- 2.7.3 Bids that are not opened at Bid opening shall not be considered for further evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.
- 2.7.4 In the event of the specified date for the opening of bids, being declared a holiday for the Trust, the bids will be opened at the same time on next working day.

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## 2.8 Requests for information

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- 2.8.1 Recipients are required to direct all communications for any clarification related to this RFP, to the designated Trust officials and must communicate the same in writing by the time mentioned in 'Critical Information' section above. No query / clarification would be entertained over phone.
- 2.8.2 All queries relating to the RFP, technical or otherwise, must be in writing only and may be sent via email. The Trust will try to reply, without any obligation in respect thereof, every reasonable query raised by the Recipients in the manner specified.
- 2.8.3 However, the Trust will not answer any communication reaching the Trust later than the time stipulated for the purpose.
- 2.8.4 The Trust may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response. Respondents should invariably provide details of their email address as responses to queries will be provided to all Respondents via email.
- 2.8.5 The Trust may in its sole and absolute discretion engage in discussion with any Respondent (or simultaneously with more than one Respondent) after the RFP closes, to clarify any response.

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## 2.9 Disqualification

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- 2.9.1 Any form of canvassing/ lobbying/ influence/ query regarding short listing, status etc. will result in a disqualification.

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## 2.10 Selection process

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- 2.10.1 Successful Bidder will be selected through a two bids evaluation process:

- 2.10.1.1 Pre-qualification/ Minimum Eligibility evaluation
- 2.10.1.2 Commercial evaluation

## 2.11 Details of Bids to be submitted

2.11.1 Bidders are required to submit their responses in three envelopes, with contents of each as under:

Envelope No.	Bid Contents	Label of Envelope
I	<p><b>Pre-qualification/ Minimum Eligibility Bid</b></p> <ul style="list-style-type: none"> <li>i. Bid Covering letter as per format prescribed in <b>Annexure-I</b></li> <li>ii. Response to Pre-qualification/ Minimum Eligibility Criteria as per format prescribed in <b>Annexure-II</b></li> <li>iii. Authorization Letter from Oracle</li> <li>iv. Bank Mandate Form as per <b>Annexure-IV</b>.</li> <li>v. DDs/ Pay order/ BG (as per <b>Annexure-V</b>) towards Bid price and EMD.</li> <li>vi. Pre-integrity pact (as per <b>Annexure-VI</b>)</li> </ul>	“Pre-qualification/ Minimum Eligibility Bid for Oracle ATS Renewal – Rfp No. 2018-19/CGTMSE/02 dated April 23, 2018”
II	<p><b>Commercial Bid</b></p> <ul style="list-style-type: none"> <li>i. Response to Commercial Bid as per format prescribed in <b>Annexure-III</b></li> </ul>	“Commercial Bid for Oracle ATS Renewal – Rfp No. 2018-19/CGTMSE/02 dated April 23, 2018”

2.11.2 Above mentioned two separately sealed non-window sub-envelopes should be put together in another master non-window sealed envelope super-scribing “Bid for Oracle ATS Renewal – Rfp No. 2018-19/CGTMSE/02 dated April 23, 2018”.

2.11.3 All the individual envelopes must be super-scribed with the following information as well:

- 2.11.3.1 Name and Address of the bidder, Contact Name, Phone number and e-mail id.
- 2.11.3.2 Bids should be enclosed with all relevant documents duly sealed and signed.

## 2.12 Important Information

Bidders must take the following points into consideration during preparation and submission of bids.

- 2.12.1 Authorized signatory must sign all the pages of the response.
- 2.12.2 Relevant documents must be submitted as proof wherever necessary. All the pages must be sealed and signed by the authorized signatory of the respondent.
- 2.12.3 Faxed copies of any submission are not acceptable and will be rejected by the Trust.
- 2.12.4 Responses should be concise and to the point. Submission of irrelevant documents must be avoided.
- 2.12.5 If the bids do not contain all the information required or is incomplete, the proposal is liable to be



rejected.

- 2.12.6 The RfP is hosted on CGTMSE website (URL: [www.cgtmse.in/tenders.html](http://www.cgtmse.in/tenders.html)) and also on Central Public Procurement Portal (CPPP). CGTMSE reserves the right to change the dates mentioned above. Changes and clarification, if any, related to RfP will be posted on web site and CPPP. Bidders must have close watch on the website and CPPP during the intervening period before submitting response to RfP.

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## 3. Terms and Conditions

### 3.1 General

- 3.1.1 The Bidder is expected to peruse all instructions, forms, terms and specifications in this RfP and its Annexures & Appendices. Failure to furnish all information required in the RfP Document, in the formats prescribed or submission of a proposal not substantially responsive or submission of unnecessary additional information or submission of confusing information as part of response to this RfP document may result in rejection of the bid.
- 3.1.2 At any time prior to the deadline for submission of Bids CGTMSE may, for any reason, whether at its own initiative or in response to a clarification requested by prospective Bidder(s), modify the RfP by amendment and same will be placed on the Trust's website & Central Public Procurement Portal (CPPP) as corrigendum/ addendum for information of all prospective Bidders.
- 3.1.3 All such amendment shall become part of the RfP and same will be notified on Trust's website & CPPP. The Bidders are required to have a watch for any such amendment till the last moment before submitting the bid.
- 3.1.4 CGTMSE shall be under no obligation to accept the lowest or any other offer received in response to this RfP and shall be entitled to reject any or all offers including those received late or incomplete offers. CGTMSE reserves the right to make any changes in the terms and conditions. CGTMSE will not be obliged to meet and have discussions with any Bidder. However, CGTMSE, on the request of the bidders / interested agencies may furnish the reasons for rejecting a tender or non-issuing a tender document to a prospective bidder.
- 3.1.5 CGTMSE reserves the right to extend the dates for submission of responses to this document with intimation on the Trust's website and CPPP.
- 3.1.6 Unless agreed to specifically by the Trust in writing for any changes to the RFP issued, the Bidders' responses would not be incorporated automatically in the RFP document.
- 3.1.7 The scope of the proposal shall be on the basis of single point responsibility, completely covering all obligations and providing all deliverables under this RfP, on end-to-end solution basis.
- 3.1.8 The Bidder shall promptly notify CGTMSE of any event or conditions, which might delay the completion of deliverables in accordance with the approved schedule and the steps being taken to remedy such a situation.

### 3.2 Commercial Bid

- 3.2.1 Currency - The Bidder is required to quote in Indian Rupees ('INR/ ₹'). Bids in currencies other than INR may not be considered.
- 3.2.2 Tax & Octroi - The prices quoted would include all costs such as sales tax, VAT, custom duties, transportation, installation, service tax, Education cess etc., that need to be incurred. However, Octroi/ entry tax, if any, would be paid as on actual on production of Octroi/ entry tax receipt (in original) in the name of CGTMSE.
- 3.2.3 While any increase in the rates of applicable taxes or impact of new taxes subsequent to the submission of commercial bid shall be borne by CGTMSE, any subsequent decrease in the rates of applicable taxes or impact of new taxes shall be passed on to CGTMSE in its favour. This will remain applicable throughout the contract period.

- 3.2.4 The Commercial Bid should be submitted in the format prescribed in the RFP. Consideration of commercial bids, not submitted as per requisite format, will be at the discretion of the Trust.

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### **3.3 Rules for Responding to the RFP**

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- 3.3.1 All responses should be in English language. All responses by the Bidders to this RFP document shall be binding on such Bidders till the bid validity.
- 3.3.2 All responses would be deemed to be irrevocable offers/ proposals from the Bidders and may, if accepted by the Trust, form part of the final contract between the Trust and the selected Vendor.
- 3.3.3 Responses once submitted by the bidder cannot be withdrawn / modified after the last date for submission of the bids, unless otherwise asked by the Trust.
- 3.3.4 CGTMSE reserves the right to call for any additional information and also reserves the right to reject the proposal of any Bidder, if in the opinion of CGTMSE, the information furnished is incomplete or the Bidder does not qualify for the contract.
- 3.3.5 Either the Indian Agent on behalf of the Principal/ OEM or Principal /OEM itself can bid but both cannot bid simultaneously for the same item / product. If an agent submits bid on behalf of the principal / OEM, the same agent shall not submit a bid on behalf of another principal / OEM for the same item /product.
- 3.3.6 Any additional or different terms and conditions proposed by the Bidder would be rejected unless expressly assented to in writing by CGTMSE.
- 3.3.7 CGTMSE would not assume any expenses incurred by the Bidder in preparation of the response to this RfP and also would not return the bid, except the late bid, to the Bidder.
- 3.3.8 No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Trust. The Vendor cannot take the plea of omitting any charges or costs and later lodge a claim on the Trust for the same.
- 3.3.9 Responses received become the property of CGTMSE and can't be returned. Information provided by each Bidder will be held in confidence, and will be used for the sole purpose of evaluating a potential business relationship with the Bidder.

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### **3.4 Amendment to the bidding document**

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- 3.4.1 At any time prior to the deadline for submission of Bids, the Trust, for any reason, may modify the Bidding Document, by amendment.
- 3.4.2 The amendment will be posted on Trust's website (URL: [www.cgtmse.in/tenders.html](http://www.cgtmse.in/tenders.html)).
- 3.4.3 All Bidders must ensure that such clarifications have been considered by them before submitting the bid. Trust will not have any responsibility in case some omission is done by any bidder.
- 3.4.4 In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Trust, at its discretion, may extend the deadline for the submission of Bids.

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### 3.5 Scope of work:

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- 3.5.1 Updates Subscription Services: The Updates Subscription Services should be provided to CGTMSE with rights to Oracle product upgrades, maintenance releases and patches released during the subscription period.
- 3.5.2 Product Support: Oracle Product Support services to be offered to CGTMSE for direct access via both the telephone and the web to Oracle skilled staff of technical analysts for problem resolution, bug reporting, and technical guidance on a 24x7 basis. This service should be provided through telephone, fax, e-mail and Oracle's Web Interface Metalink directly.
- 3.5.3 CGTMSE should be provided with a 10 digit Customer Support Identifier (CSI) number from Oracle directly. CGTMSE should be in a position to access Oracle global support infrastructure for problem resolutions directly using CSI number.
- 3.5.4 CGTMSE should also be in a position to access Oracle Support Portal METALINK at <http://metalink.oracle.com> and log a Technical Assistance Request (TAR) or search the database for known problem resolutions and bug fixes directly.
- 3.5.5 CGTMSE should get latest versions by sending a mail to [supsale.delhi@oracle.com](mailto:supsale.delhi@oracle.com) or [supsale.Mumbai@oracle.com](mailto:supsale.Mumbai@oracle.com) e-mail ids by mentioning the CSI number of CGTMSE and delivery address. The latest versions should be shipped to CGTMSE within 2 weeks of receiving CGTMSE's request. Vendor would be required to coordinate and provide the latest versions.
- 3.5.6 Vendor should submit Oracle's licensing policy in detail for the Renewed Oracle products.
- 3.5.7 Transfer of licenses from one platform to other during ATS period as and when required by CGTMSE
- 3.5.8 Contact Person of Oracle India Ltd.: Vendor should provide Name, Address, E-mail address, dedicated telephone/mobile/FAX number of Account Manager at Oracle India Pvt Limited. Further, Vendor should also provide contact numbers of Oracle call centre and Call escalation procedure and contact details.

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### 3.6 Delivery Schedule:

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- 3.6.1 The Service Provider shall ensure to lodge the order with prime vendor Oracle well in time so that the ATS support is renewed for the desired licenses and for the desired period, w.e.f. May 18, 2018.
- 3.6.2 The Service Provider shall ensure to deliver the certificate(s) for renewal and new licenses in physical/ Electronic form or any other written notification issued by Oracle, in CGTMSE's name.
- 3.6.3 The Trust will not be in a position to supply Form-C or Form-D and bidder will have to arrange for Form 31 or 32 or any other road permit, if required, on behalf of CGTMSE. Bidder shall arrange the Road Permits or any other document wherever required. Any letter required for this may be given by the Trust.

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### 3.7 Penalty for default services

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- 3.7.1 If the vendor fails to renew the support for the desired period in time and OEM imposes any re-instatement charges towards delayed renewal, the same shall be borne by the vendor and

CGTMSE shall not be liable to pay any charges to the vendor over and above the order value.

- 3.7.2 In case the ATS is not renewed or new licenses are not supplied within five weeks from the date of order, CGTMSE reserves the right to cancel the order and in such a case the earnest money deposit (EMD) received from the vendor shall be forfeited.

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### **3.8 Payment Terms**

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- 3.8.1 100% payment after the submission of proof of renewal of ATS for all the licenses for the period as indicated above and entitlement of new licenses, in the name of 'Credit Guarantee Fund Trust for Micro and Small Enterprises' or 'CGTMSE'.
- 3.8.2 Octroi/ entry tax, if any, shall be paid as on actual on the submission of octroi/ entry tax receipt in the name of CGTMSE.
- 3.8.3 All the payments will be made by CGTMSE Mumbai office, electronically through RTGS/ NEFT. All the bidders should submit duly filled-in & signed [by authorized signatory and bidder's Banker] Bank Mandate Form as per format prescribed in Annexure-IV. In case the bidders have already submitted the form with Trust in connection with any other tender/ transactions, same need not to be submitted again and the fact should be clearly mentioned in the General Information about Bidder - Annexure II.

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### **3.9 Rules for Evaluation of Responses**

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- 3.9.1 To assist in the scrutiny, evaluation and comparison of responses/offers, CGTMSE may, at its discretion, ask some or all Bidders for clarifications on their offers. The request for such clarifications and the response will necessarily be in writing. CGTMSE has the right to disqualify the Bidder whose clarification is not received by CGTMSE within the stipulated time or is found not suitable to the proposed project.
- 3.9.2 CGTMSE may at its absolute discretion exclude or reject any proposal that in the reasonable opinion of CGTMSE contains any false or misleading claims or statements. CGTMSE shall not be liable for excluding or rejecting any such proposal.
- 3.9.3 CGTMSE will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined the Lowest Bid (L1), provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

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### **3.10 Corrupt and fraudulent practice**

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- 3.10.1 As per Central Vigilance Commission (CVC) directives, it is required that Bidders/ Suppliers/ Contractors observe the highest standard of ethics during the execution of this RfP and subsequent contract(s). In this context, the bidders to note the following:
- 3.10.2 "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution.
- 3.10.3 "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Trust and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Trust of the benefits of free and open competition.

- 3.10.4 The Trust reserves the right to declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the bidder has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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### **3.11 Waiver**

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- 3.11.1 No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this RFP or subsequent agreement with the other party shall operate as a waiver of such right, power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this RFP all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

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### **3.12 Violation of terms**

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- 3.12.1 The Trust clarifies that the Trust shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Trust may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

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### **3.13 Confidentiality**

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- 3.13.1 This RfP contains information proprietary to CGTMSE. Each recipient is entrusted to maintain its confidentiality. It should be disclosed only to those employees involved in preparing the requested responses. The information contained in the RfP may not be reproduced in whole or in part without the express permission of CGTMSE.
- 3.13.2 In case the selected vendor acts is extending similar services to multiple customers, vendor shall take care to build strong safeguards so that there is no co-mingling of information, documents, records and assets related to services within the ambit of this RfP and subsequent purchase order.

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### **3.14 IPR Infringement**

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- 3.14.1 As part of this project, bidder/ service provider will deliver software/ services. If the use of any such software/ services by / for CGTMSE, infringes the intellectual property rights of any third party, Service provider shall be primarily liable to indemnify CGTMSE to the extent of direct damages against all claims, demands, costs, charges, expenses, award, compensations etc. arising out of the proceedings initiated by third party for such infringement, subject to the condition that the claim relates to software/ services provided/ used by Bidder/ Service provider under this project.

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### **3.15 Limitation of liability**

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- 3.15.1 Save and except the liability under Section of 'IPR Infringent' and/ or indemnity provisions in this RfP, in no event shall either party be liable with respect to its obligations for indirect, consequential, exemplary, punitive, special, or incidental damages, including, but not limited to, loss of data / programs or lost profits, loss of goodwill, work stoppage, computer failure, loss of work product or any and all other commercial damages or losses whether directly or indirectly caused, even if such party has been advised of the possibility of such damages. The aggregate liability of the Service Provider, arising at any time under this Agreement shall not exceed the order value.

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### **3.16 Compliance with Statutory and Regulatory Provisions**

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- 3.16.1 It shall be the sole responsibility of the Vendor to comply with all statutory and regulatory provisions while delivering the services mentioned in this RFP, during the course of the contract.

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### **3.17 Taxes and Duties**

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- 3.17.1 The Vendor shall be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc. in connection with delivery of products at site including incidental services and commissioning.
- 3.17.2 Providing clarifications/particulars/documents etc. to the appropriate tax authorities for assessment of tax, compliance with labour and other laws, etc will be the responsibility of the vendor at his cost.
- 3.17.3 Tax deduction at Source - Wherever the laws and regulations require deduction of such taxes at the source of payment, the Trust shall effect such deductions from the payment due to the Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Trust as per the laws and regulations in force. Nothing in the Contract shall relieve the Vendor from his responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of this contract.

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### **3.18 Right of Publicity**

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- 3.18.1 Any publicity by the Bidder in which the name of CGTMSE is to be used should be done only with the explicit written permission of CGTMSE.

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### **3.19 Resolution of Dispute**

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- 3.19.1 CGTMSE and the Bidder shall make every effort to resolve amicably by direct informal discussion, any disagreement or dispute arising between them under or in connection with the Agreement. If, after thirty (30) days from the commencement of such informal discussions, CGTMSE and Bidder have been unable to resolve the dispute amicably, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party and/or adjudication in an agreed forum.
- 3.19.2 The dispute resolution mechanism to be applied shall be as follows:
- 3.19.2.1 In case of Dispute or difference arising between CGTMSE and Successful Bidder relating to any matter arising out of or connected with this RfP and/or the subsequent

agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996 by an independent third party arbitrator mutually appointed by both the parties.

- 3.19.2.2 Arbitration proceedings shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
- 3.19.2.3 The cost and expenses of Arbitration proceedings will be equally shared and paid by the parties.
- 3.19.3 The agreement/ contract shall be interpreted in accordance with the laws of the India and the Parties agree to submit to the courts of Mumbai.
- 3.19.4 No conflict between the BIDDER and CGTMSE shall cause cessation of services. Only by mutual consent the services will be withdrawn.
- 3.19.5 CGTMSE reserves the exclusive right to make any amendments/ changes to or cancel any of the above actions or any other action related to this RfP.

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## 3.20 Force Majeure

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- 3.20.1 Successful Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract/ order subsequent to this RfP is the result of an event of Force Majeure.
- 3.20.2 If a Force Majeure situation arises, successful bidder shall promptly notify CGTMSE in writing of such conditions and the cause thereof within twenty calendar days. Unless otherwise directed by CGTMSE in writing, successful bidder shall continue to perform its obligations as per the order placed subsequent to this RfP as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 3.20.3 In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, CGTMSE and the successful bidder shall hold consultations with each other in an endeavour to find a solution to the problem.
- 3.20.4 In the event of the Force Majeure conditions continuing for a period of more than three months the parties shall discuss and arrive at a mutually acceptable arrangement.

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## 3.21 Indemnity

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- 3.21.1 The Bidder/ successful bidder shall indemnify the Trust, and shall always keep indemnified and hold the Trust, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Trust as a result of:
  - 3.21.1.1 Trust's authorized/ bona fide use of the Deliverables and /or the Services provided by Bidder under this RfP document; and/or
  - 3.21.1.2 An act or omission of the Bidder, employees, agents, sub-contractors in the

- performance of the obligations of the Bidder under this RfP document; and/or
- 3.21.1.3 Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Trust; and/or
  - 3.21.1.4 Breach of any of the term of this RfP document and/or of the agreement to be entered subsequent this RfP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty by the successful Bidder under this RfP document and/or of the agreement to be entered subsequent this RfP; and/or
  - 3.21.1.5 Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
  - 3.21.1.6 Breach of confidentiality obligations of the Bidder contained in this RfP document; and/or
  - 3.21.1.7 Negligence, fraudulence activities or gross misconduct attributable to the bidder or its employees or sub-contractors; and/or
  - 3.21.1.8 The use of unlicensed and illegal Software and/or allied components by the successful Bidder
- 3.21.2 The Bidder will have to at its own cost and expenses defend or settle any claim against the Trust that the Deliverables and Services delivered or provided under this RfP document infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided the Trust:
- 3.21.2.1 Notifies the Bidder in writing; and
  - 3.21.2.2 Cooperate with the bidder in the defense and settlement of the claims.
- 3.21.3 The Bidder shall not be liable for defects or non-conformance resulting from:
- 3.21.3.1 Software, hardware, interfacing not approved by Bidder; or
  - 3.21.3.2 Unauthorized modification of Software or any individual product supplied under this RfP document, or Trust's failure to comply with any mutually agreed environmental specifications.
  - 3.21.3.3 Use of a Deliverable in an application or environment for which it was not designed or not contemplated under this Agreement;
  - 3.21.3.4 Modification of a deliverable by anyone other than the bidder where the unmodified version of the deliverable would not be infringing.

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## **3.22 Public Procurement Policy on Micro and Small Enterprises (MSEs)**

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- 3.22.1 CGTMSE is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, Gol.
- 3.22.2 These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village





Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs).

3.22.3 Such MSEs would be entitled for exemption from furnishing tender fee and earnest money deposit (EMD). In case of any issue on the subject matter, the MSE's may approach the tender inviting authority to resolve their grievances.

3.22.4 Agencies/ Bidders desirous of availing exemptions/ preference under above provisions should submit a copy of proof of Registration as MSEs/ and ownership of the same by SC/ST along with the tender/RFP.

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## 4. Evaluation Methodology

### 4.1 Evaluation process

- 4.1.1 The Trust has adopted a Two (02) bid evaluation process in which the Bidder has to submit following bids in separate envelopes at the time of submission of bids as stipulated in this document.
- 4.1.1.1 Pre-qualification/ Minimum Eligibility Bid
  - 4.1.1.2 Commercial Bids
- 4.1.2 The Trust shall evaluate first the 'Pre-qualification/ Minimum Eligibility Bid and based on its evaluation, 'Commercial bids' shall be opened only for the short-listed bidders.
- 4.1.3 The evaluation will be undertaken by a Committee of Officials or/ and representatives formed by the Trust and its decision will be final.
- 4.1.4 During evaluation of Bids, the Trust, at its discretion, may ask the Bidders for clarifications of their Bids. The request for clarification and the response shall be in writing (Letter/e-Mail), and it should be submitted within the time stipulated by the Trust. No change in the price of substance of the Bid shall be sought, offered or permitted.
- 4.1.5 The Trust will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the Lowest Commercial bid (L1).

### 4.2 Arithmetic errors correction

- 4.2.1 Arithmetic errors, if any, in the price break-up format will be rectified on the following basis:
- 4.2.1.1 If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure.
  - 4.2.1.2 If there is discrepancy in the unit price quoted in figures and words, the unit price, in figures or in words, as the case may be, which corresponds to the total bid price for the item shall be taken as correct.
  - 4.2.1.3 If the vendor has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
  - 4.2.1.4 If the unit price quoted by the bidder in figures and in words are equivalent but the total bid price of the item has not been worked out correctly, the unit price quoted by the bidder shall be taken as correct.
  - 4.2.1.5 The bidders, for whom arithmetic corrections are warranted / required, must accept the arithmetic corrections in writing / mail, within a specified date and time as may be decided by the Trust, or their bid should be rejected.

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## 5. Annexure and Forms

### Annexure – I. Bid Covering Letter

(To be submitted on Bidder's company letter head)

Date:

The General Manager  
CGTMSE  
1002-1003, 10<sup>th</sup> Floor, Naman Centre,  
Plot No. C-31, G Block  
Bandra Kurla Complex (BKC), Bandra (E)  
**Mumbai - 400 051**

Dear Sir,

**Your Tender No.: 2018-19/CGTMSE/02 dated: April 23, 2018**  
**Renewal of Annual Technical Support (ATS) for Oracle S/w licenses**

We, the undersigned bidders, having read and examined the aforesaid RfP document in detail, do hereby propose to extend the services as specified in the above mentioned Tender document and submit the following as per requirement:

1. Pre-qualification/ Minimum Eligibility bid and Commercial bid inside separate envelopes, in prescribed formats.
2. Authorisation letter from Oracle
3. **Earnest Money Deposit (EMD) < pl. tick appropriate option>:**
  - Not submitted as we are a registered MSE and exempted as per the provisions under para 3.22 of the RfP.
  - Earnest Money Deposit (EMD):** We have enclosed a Demand Draft / Banker's Cheque/ Bank Guarantee (BG) of the sum of **₹60,000/- (Rupees Sixty Thousand only)** towards EMD. We understand that the EMD is liable to be forfeited in accordance with the provisions mentioned in the RfP.

We also undertake to have read, understood and accepted the terms and conditions specially those related to evaluation and selection processes mentioned in the RfP. Having submitted our response to the aforesaid RfP, we also understand not to have any option to raise any objection against any of the said processes defined in the RfP in any future date. We understand that our bid is binding on us and persons claiming through us and that you are not bound to accept a bid you receive.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

Thanking you,

Yours sincerely,

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Date Signature of Authorized Signatory ...

Place Name of the Authorized Signatory ...

Designation ...

Name of the Organization ...

Seal ...

## Annexure – II.Pre-Qualification/ Minimum Eligibility Bid

(Tender No.: 2018-19/CGTMSE/02 dated: April 23, 2018)

S. No	Criteria	Bidder's Response
1	Name of the bidder company	
2	Year of establishment	
3	Type of Company <i>[Govt./ PS / Pub. Ltd/ Pvt. Ltd/ Partnership/ Proprietary]</i>	
5	Address of Registered Office with contact numbers [phone /fax/mail]	
6	Address of Local Office at Mumbai with contact numbers [phone /fax/mail]	
7	PAN No.	
8	Contact Details of Bidder authorized to make commitments to CGTMSE	
a	Name	
b	Designation	
c	Mobile No.	
d	Fax No.	
e	Mail Id	
9	MSE Status as per the definition at <b>para 3.22</b> of the RfP <i>&lt;tick appropriate&gt;</i> : <input type="checkbox"/> Company <b>does not qualify</b> the status of MSE. <input type="checkbox"/> Company <b>does qualify</b> the MSE status. Relevant document is attached herewith. <i>&lt;Please attach MSE registration certificate or a certificate from Chartered Accountant&gt;</i> .	
10	Vendor should be <b>authorised re-seller/ partner/ business partner/ associate of Oracle</b> for providing ATS renewal services and supply of new licenses. PI. indicated type of Partnership with Oracle. <i>[Authorised reseller / Business associate / partner]</i>	
11	Authorisation letter/ certificate from Oracle enclosed. <i>[Yes/ No]</i>	

Date \_\_\_\_\_ Signature of Authorized Signatory ...

Place \_\_\_\_\_ Name of the Authorized Signatory ...

Designation ...

Name of the Organization ...

Seal ...

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## Annexure – III.Commercial Bid

### Renewal of Annual Technical Support (ATS) for Oracle S/w licenses (Tender No.: 2018-19/CGTMSE/02 dated: April 23, 2018)

[Amt. in ₹]

S. N.	Product/ License Description	Purchase activity	Qty .	Unit Cost Details						Total Cost Details (Incl. of taxes)	
				Unit Cost		Taxes		Total Unit Cost (incl. of taxes)			
				Software Update	Product Support	Software Update	Product Support	Software Update	Product Support	Software Update	Product Support
				A	B	C	D	E	F=B+D	G=C+E	H=AxF
1	Oracle Database Enterprise Edition – Processor Perpetual	ATS renewal for the period 18/05/2018 To 17/05/2019	4								
2	Diagnostics Pack – Processor Perpetual		4								
3	Tuning Pack – Processor Perpetual		4								
4	Oracle Database Enterprise Edition – Named User Plus (NUP) Perpetual		50								
<b>Total no. of licenses</b>			<b>62</b>	<b>Total Cost of procurement: [H + I]</b>							

#### Note :

1. Taxes should include Service tax, VAT, Sales Tax, Transportation, Customs, Excise, traveling charges, insurance charges etc .
2. TDS will be deducted at source as per rules, if it is applicable.
3. CGTMSE would reimburse Octroi / entry tax, if any, to the vendor on actuals on production of original Octroi receipts in CGTMSE's name.
4. **Prices quoted above shall be valid throughout the bid validity period i.e. till June 30, 2018.**
5. Prices shall be in conformity to the scope of the work.

Date

Signature of Authorised Signatory ...

Place

Name of the Authorised Signatory ...

Designation ...

Name of the Organisation ...

Seal ...

# Annexure – IV. Bank Mandate Form

(To be submitted in Duplicate)

(Please fill in the information in CAPITAL LETTERS. Please TICK wherever it is applicable)

1. Name of Borrower / vendor / supplier: \_\_\_\_\_

Vendor Udyog Aadhar (if available) \_\_\_\_\_

2. Address of the Borrower / vendor / supplier:

City \_\_\_\_\_ Pin Code \_\_\_\_\_

E-mail id: \_\_\_\_\_

Phone No. with STD code: \_\_\_\_\_

Mobile No.: \_\_\_\_\_

Permanent Account Number \_\_\_\_\_

MSME Registration / CA Certificate \_\_\_\_\_ (if applicable)

3. Particulars of Bank account:

Beneficiary Name			
Bank Name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code	
MICR No.			
Account type	Saving	Current	Cash Credit
Account No.	(as appearing in the Cheque book)		
<b>(Code number appearing on the MICR<sup>1</sup> cheque supplied by the Bank. Please attach a cancelled cheque of your bank for ensuring accuracy of the bank name, branch name &amp; code and Account Number)</b>			
IFSC CODE <sup>2</sup>	For RTGS transfer		For NEFT transfer
GSTIN Number			

4. Date from which the mandate should be effective \_\_\_\_\_ :

I hereby declare that the given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I shall not hold SIDBI / IDBI Bank responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through **RBI RTGS/NEFT**.

Place : \_\_\_\_\_

Date : \_\_\_\_\_

Signature of the party / Authorized Signatory

.....  
Certified that particulars furnished above are correct as per our records.

Bank's stamp :

Date \_\_\_\_\_ :

(Signature of the Authorized Official from the Banks)

**N.B.: RTGS/NEFT charges if any, is to be borne by the party**

<sup>1,2</sup>: **Note on IFSC / MICR**

Indian Financial System Code (IFSC) is an alpha numeric code designed to uniquely identify the bank-branches in India. This is 11 digit code with first 4 characters representing the bank's code, the next character reserved as control character (presently 0 appears in the fifth position) and remaining 6 characters to identify the branch. The MICR code, (Magnetic Ink Character Recognition) that appears on cheques, has 9 digits to identify the bank-branch. RBI had since advised all the banks to print IFSC on cheque leaves issued to their customers. A customer may also contact his bank-branch and get the IFS Code of that branch.

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## Annexure – V.Earnest Money Deposit (EMD)

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(Sample Format – To be executed on a non-judicial stamped paper of requisite value)

To: **Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE)**

WHEREAS ..... (Name of Vendor) (hereinafter called the ‘the Vendor’) has undertaken, in pursuance of Request for Proposal (RFP) No. **2018-19/CGTMSE/02 dated April 23, 2018** for the “**Renewal of Oracle Annual Technical Support (ATS) for Oracle S/w licenses**” (description of Products and Services) (herein after called the ‘the RFP’) to you.

AND WHEREAS, it has been stipulated by you in the said RFP that the Vendor shall furnish you with a Bank Guarantee from a scheduled commercial Bank for the sum specified therein, as security for compliance with the Vendor’s performance obligations in accordance with the RFP.

AND WHEREAS we ----- <Bank> having its registered office at ---- and inter alia a branch office situate at ----- have agreed to give a performance guarantee in lieu of EMD of ₹ -- ----- (Rs. ----- only) on behalf of the Vendor.

We ----- <Bank> further undertake not to revoke and make ineffective the guarantee during it’s currency except with the previous consent of CGTMSE in writing.

We ----- <Bank> do hereby unconditionally and irrevocably undertake to pay to CGTMSE without any demur or protest, merely on demand from CGTMSE, an amount not exceeding ₹ --- ----- (Rupees ----- only) by reason of any breach of the terms of the RFP dated ----- by vendor. We hereby agree that the decision of CGTMSE regarding breach of the terms of the RFP shall be final, conclusive and binding on us.

WE do hereby guarantee and undertake to pay forthwith on demand to CGTMSE a sum not exceeding ₹...../- (Rupees ..... only) (amount of the Guarantee in words and figures) and we undertake to pay you upon your first written demand declaring the Vendor to be in default under the RFP and without cavil or argument, any sum or sums within the limit of ₹...../- (Rupees ..... only) (Amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

Our obligation to make payment under this Guarantee shall be a primary, independent and absolute obligation and we shall not be entitled to delay or withhold payment for any reason. Our obligations hereunder shall not be affected by any act, omission, matter or thing which but for this provision might operate to release or otherwise exonerate us from our obligations hereunder in whole or in part, including and whether or not known to us or you:

- (i) any time or waiver granted to the vendor;
- (ii) the taking, variation, compromise, renewal or release of or refusal or neglect to perfect or enforce any rights, remedies or securities against the vendor;
- (iii) any Variation of or amendment to the RFP or any other document or security so that references to the Contract in this Guarantee shall include each such Variation and amendment;
- (iv) any unenforceability, invalidity or frustration of any obligation of the VENDOR or any other person under the RFP or any other document or security waiver by you of any of the terms provisions conditions obligations UNDER RFP or any failure to make demand upon or take action against the VENDOR;



- (v) any other fact, circumstance, provision of statute or rule of law which might, were our liability to be secondary rather than primary, entitle us to be released in whole or in part from our undertaking; and;
- (vi) any change in constitution of the vendor;
- (vii) any petition for the winding up of the VENDOR has been admitted and a liquidator or provisional liquidator has been appointed or an order of Bankruptcy or an order for the winding up or dissolution of the vendor has been made by a Court of competent jurisdiction;

The written demand referred to in paragraph above shall be deemed to be sufficiently served on us if you deliver to us at the address as set out above.

This guarantee is valid until the ..... day of <validity date> and a claim in writing is required to be presented to us within three months from <validity date> i.e. on or before <claim period> failing which all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities mentioned hereinabove.

Signature and Seal of Guarantors (Vendor's Bank)

.....

Date.....

Address .....

.....

.....

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## Annexure – VI.Pre-contract Integrity Pact

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(Rfp No. 2018-19/CGTMSE/02 dated ...../04/2018)

(To be submitted on a non-judicial stamp paper of ₹100/-)

### 1 General

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at \_\_\_\_\_ place \_\_\_ on \_\_\_ day of the month of \_\_\_, 2018 between Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE), a Trust setup by Govt. of India (GOI) and Small Industries Development Bank of India (SIDBI), and having its Office at 1002-1003, 10th Floor, Naman Centre, Plot No. C-31, G-Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai - 400 051 (hereinafter called the “BUYER”/ CGTMSE ), which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part and M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_, Chief Executive Officer (hereinafter called the “BIDDER/ Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to select the Seller for providing “**Renewal of Annual Technical Support for Oracle S/w Licenses**” and the BIDDER/Seller is willing to offer/has offered the services and

WHEREAS the BIDDER is a private company/ public company/ Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Trust set up by GOI and SIDBI.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence /prejudiced dealing prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

- Enabling the BUYER to obtain the desired said stores/ equipment/ services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and
- Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption in any form by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

### 2 Commitments of the BUYER

- 2.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 2.2 The BUYER will during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 2.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

- 2.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facia found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and during such a period shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### **3 Commitments of BIDDERS**

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contact stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following : -

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any officials of the BUYER, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe , gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, or has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with contract and the details of services agree upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain or pass on the others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including

information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative to any of the officers of the BUYER or alternatively, if any relative of the officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.
- 3.13 The term 'relative' for this purpose would be as defined in Section 2 (77) of the Companies Act, 2013.
- 3.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

#### **4 Previous Transgression**

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **5 Earnest Money (Security Deposit)**

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount towards Earnest Money Deposit in the form, manner and validity as prescribed in the tender document.
- 5.2 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provision of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

#### **6 Sanctions for Violations**

- 6.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required :-
  - i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue
  - ii. The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
  - iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER

- iv. To recover all sums already paid by the BUYER, and in case of Indian BIDDER with interest thereon at 2% higher than the prevailing **Prime Lending Rate of State Bank of India**, while in case of a bidder from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the bidder from the buyer in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
  - v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER along with interest.
  - vi. To cancel all or any other Contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER
  - vii. To debar the BIDDER from participating in future bidding processes of the buyer or its associates or subsidiaries for minimum **period of three years**, which may be further extended at the discretion of the BUYER.
  - viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
  - ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with BIDDER, the same shall not be opened.
  - x. Forfeiture of Performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect that a breach of the provision of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

## **7 Fall Clause**

- 7.1 The BIDDER undertakes that it has not supplied/ extended/ is not supplying/ extending similar products/ services /systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/ Department of the Government of India or PSU and if it is found at any stage that similar product/ services/ systems or sub systems was supplied by the BIDDER to any other Ministry/ Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## **8 Independent Monitors**

- 8.1 The BUYER may appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instruction by the representatives of the parties and perform their functions neutrally and independently.

- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices or has reason to believe, a violation of the Pact, he will so inform the Authority designated by the BUYER
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documents. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings
- 8.8 The Monitor will submit a written report to the designed Authority of the BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

## **9 Facilitation of Investigation**

In case of any allegation of violation of any provision of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

## **10 Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

## **11 Other Legal Actions**

The action stipulated in this integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

## **12 Validity**

- 12.1 The validity of this Integrity Pact shall be till the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including extended period, if any, whichever is later. In case the BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of this contract.
- 12.2 Should one or several provisions of the Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

**13** The parties hereby sign this integrity Pact, at \_\_\_\_\_ on \_\_\_\_\_



BUYER

BIDDER

Name of the Officer

Designation

CHIEF EXECUTIVE OFFICER

CGTMSE

Witness:

Witness:

1. \_\_\_\_\_

1. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_



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