

TENDER DOCUMENT
FOR
RENEWAL OF ORACLE ATS

Credit Guarantee Fund Trust for Micro and Small Enterprises
[Setup by Govt. of India and SIDBI]
7th Floor, MSME Development Center
Plot No.C-11, 'G' Block
Bandra Kurla Complex, Bandra (E), Mumbai - 400 051
Website: www.cgtmse.in

Tender No. 2014-15/IT/2

The information provided by the bidders in response to this Tender Document will become the property of CGTMSE and will not be returned. CGTMSE reserves the right to amend, rescind or reissue this Tender Document and all amendments will be advised to the bidders and such amendments will be binding on them. This document is prepared by CGTMSE for purchase of Computer software. It should not be reused or copied or used either partially or fully in any form.

RfP – Renewal of Oracle ATS

1. Credit Guarantee Fund Trust for Micro and Small Enterprises (hereinafter referred to as Trust) is a trust formed by Govt. of India and SIDBI for providing guarantee to the credit facilities extended by banks and financial institutions to Micro and Small Enterprises. The Trust is operating from its Mumbai Office.
2. The Trust is in the process of renewing Oracle ATS for the licenses detailed in Annexure -II. The licenses are currently under ATS with Oracle India Pvt. Ltd. which is expiring on 17th May, 2014.
3. Proposals along with the following documents must be submitted in a **non-window sealed envelope** super scribing “**RfP – Renewal of Oracle ATS - 2014-15/IT/2**”:
 - I. Authorisation letter from Oracle indicating that the vendor is an authorized partner/ business associate of Oracle for supply of Oracle product licenses and to provide Annual Technical Support (ATS). The authorization letter should be valid atleast till the expiry of bid validity.
 - II. A Demand Draft/ Bank Guarantee for ₹ 45,000/- (Rupees Forty Five Thousand Only) drawn in favour of CGTMSE and payable at Mumbai, towards Earnest Money Deposit (EMD).Bank guarantee format for EMD is as per Annexure - VII
 - III. Technical bid [as per format given in Annexure - V] along with DD's in a separate non-window sealed envelope super scribing “Technical Bid – Renewal of Oracle Annual Technical Support – 2014-15/IT/2”.
 - IV. Commercial Bid [as per format given in Annexure - VI] in a separate non-window sealed envelope super scribing “Commercial Bid - Renewal of Oracle Annual Technical Support – 2014-15/IT/2”
 - V. Forwarding letter as per format given in Annexure –IV
4. The Bid information, general terms and conditions and commercial bid format are given in the following annexures:
 - a. Annexure I – Bid Information
 - b. Annexure II – Present setup & deliverables under Oracle ATS
 - c. Annexure III – General Terms and Conditions
 - d. Annexure IV – Bid forwarding letter format
 - e. Annexure V – Technical Bid Format
 - f. Annexure VI – Commercial Bid format
 - g. Annexure VII – EMD/Performance Security form format
 - h. Annexure VIII – Proforma of indemnity

The proposals received after due date and time will not be accepted. Clarifications, if any, may be sought in writing on or before the time mentioned in Bid Information Sheet.

Annexure - I

Bidding Information Sheet

S.N.	Bid Reference	2014-15/IT/2 dated 28 th April, 2014			
1	Purpose	Renewal of Annual Technical Support (ATS) for Oracle licenses 2014-15.			
2	EMD	₹ 45,000/- (To be submitted as Demand Draft/BG in favour of CGTMSE, payable at Mumbai)			
3	No. Of Envelopes (Non window, sealed) to be submitted	02 (Two) First envelope [non-window sealed] containing: 1. Bid Forwarding letter 2. Authorisation letter from Oracle. 3. DD/BG towards EMD 4. Technical bid in prescribed format. Second envelope [non-window sealed] containing 1. Commercial Bid			
4	Last Date of Submission of Bids	12 th May, 2014; 1500 hours			
5	Venue, Date and time of opening of Technical Bids.	At 1630 hours, on 12 th May, 2014, at the address given at Sr. no. 9			
6	Last Date for seeking clarifications, if any	06 th May, 2014, 17:00 Hrs			
7	Bid Validity	One Month from the date of submission of bids i.e. 12 th June, 2014			
8	Address for submission of Bids	The Chief Executive Officer, CGTMSE, 7 th Floor, MSME Development Center Plot No.C-11, 'G' Block, Bandra Kurla Complex, Bandra (East) Mumbai - 400 051			
9	Date and time of opening of commercial bids.	Will be intimated in due course to short listed vendors only			
10	Contact details				
	Name	Designation	Phone	Fax	E-mail
	Shri A V Syam Sundar	M(Sys)	61437804	022-26541821	avshyam@cgtmse.in
	Shri S N Sadhwani	DGM	61437807		snsadhwani@cgtmse.in
	Shri S S Bakshee	GM	61437818		ssbakshee@cgtmse.in

Annexure - II

Present Setup & Deliverables under Oracle ATS**1. Present Setup**

The Trust is using Oracle database and other Oracle s/w products for its internal use. Details of various Oracle s/w and licenses currently being used by the Trust are as under:

Sr. No.	S/w License Description	No. of Lic.
1	Oracle Database Enterprise Edition – Processor Perpetual	4
2	Diagnostics Pack – Processor Perpetual	4
3	Tuning Pack – Processor Perpetual	4

Currently, all these licenses are under ATS with Oracle upto May 17, 2014 with CSI # 18534305, Service Contract # 5492079.

2. Scope of work under this RfP:

Short listed vendor shall be required to renew the ATS with Oracle for all the above mentioned licenses for the period **May 18, 2014 – May 17, 2015** and submit renewal certificate in the name of CGTMSE in physical/ electronic form.

3. Deliverables under Oracle ATS:

- I. **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 and distributed on CD Packs.
- II. **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.
- III. 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.
- IV. 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.
- V. CGTMSE **should get Latest versions** by sending a mail to supsale.delhi@oracle.com or 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.
- VI. Vendor should submit Oracle's licensing policy in detail for the Renewed Oracle products.
- VII. Transfer of licenses from one platform to other during ATS period as and when required by CGTMSE.

General Terms and Conditions

The Bidders are expected to examine all instructions, forms, terms and specifications in this bidding document. Failure to furnish all information as required in the bidding document may result in the rejection of bids and will be at the bidder's own risk.

1. Clarification of Bids

1. The bidder or its official representative is invited to attend pre-bid (date and venue mentioned in Bid Information Sheet) It would be the responsibility of the Bidders representatives to be present at the venue of the meeting.
2. Clarification sought by bidder should be made in writing (Letter/E-mail/FAX etc) and submitted at least one day prior to the date of pre-bid meeting. Trust has discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
3. The text of the clarifications asked (without identifying the source of enquiry) and the response given by the Trust, together with amendment to the bidding document, if any, will be intimated/ posted on the website. It would be responsibility of the bidder to check the website before final submission of bids (www.cgtmse.com/tenders.html).

2. Amendment to the bidding document

1. At any time prior to the date of submission of Bids, the Trust, for any reason, may modify the Bidding Document, by amendment.
2. The amendment will be posted on Trust's website (URL - www.cgtmse.com/tenders.html).
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.
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.

3. Language of Bid

The bid prepared by the Bidders as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Trust and supporting documents and printed literature shall be written in English.

4. Cost Details & Validity:

The quoted Rate / Cost should be inclusive of all levies/ taxes like Service tax, Educational cess, Sales Tax, Transportation, VAT, Customs, Excise, traveling charges etc., if any. However, CGTMSE would reimburse Octroi, if any, to the vendor on actuals on production of original Octroi receipts in CGTMSE's name.

5. Payment Terms:

- I. 100% payment after submitting the proof of renewal of Oracle ATS with oracle India Pvt. Limited for desired period.
- II. All the payments will be made by CGTMSE, Mumbai.

III. TDS shall be deducted as per applicable rates/rules.

6. CGTMSE reserves the right to accept or reject any quotation in full or part, and to suspend this process and reject all quotations or part at any time prior to the award of contract, without thereby incurring any liability to the affected vendors on the grounds of the purchaser's inaction.
7. **Contact person of Oracle India Ltd.:** Vendors should provide name, address, e-mail address, dedicated telephone/mobile/FAX number of Account Manager at Oracle India Pvt. Ltd. Further, vendor should also provide contact numbers of Oracle call center and Call escalation procedure and contact details.

8. Earnest Money Deposit (EMD):

- a. All the responses must be accompanied by a refundable interest free security deposit of amount of ₹ 45,000/- in form and manner mentioned in Bid Information Sheet.
- b. Request for exemption from Security Deposit will not be entertained.
- c. The EMD amount of all unsuccessful bidders would be refunded immediately upon happening of any the following events:
Issue of Lol/PO to successful bidder;
OR
The end of the bid validity period, including extended period (if any);
OR
Receipt of the signed contract from the selected Bidder;
Whichever is earlier.
- d. However, the EMD for the Successful Bidder shall be returned at the time of release of 100% payment. The EMD will be forfeited if any bidder dishonors its bidding commitments.

9. Late Bids

Any bid received by the Trust after the deadline for submission of bids prescribed by the Trust will be rejected and returned unopened to the bidder.

10. Terms of delivery:

Vendor shall ensure to lodge the order for ATS renewal with prime vendor Oracle, well in time so that the ATS is renewed w.e.f. 18th May, 2014.

11. Penalty for default in services: If the vendor fails to renew the ATS 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. In case the ATS is not renewed within five weeks from the date of order, CGTMSE reserves the right to cancel the order and in such a case, the EMD received from the vendor shall be forfeited.

12. Licensing policy and service level agreement: Vendor is required to submit Oracle Licensing policy for the products along with the license migration policy if any. Also vendor is required to

provide a copy of Service Level Agreement mentioning all the offered support level/ type under Oracle ATS.

13. Opening of Bids

- a. Bids, except commercial bids, received within stipulated time, shall be opened as per schedule given in the bid information sheet.
- b. On the scheduled date and time, bids will be opened by the Trust Committee in presence of Bidder representatives. It is the responsibility of the bidder's representative to be present at the time, on the date and at the place specified in the tender document. The bidders' representatives who are present shall sign a document evidencing their attendance.
- c. If any of the bidders or all bidders who have submitted the tender and are not present during the specified date and time of opening it will be deemed that such bidder is not interested to participate in the opening of the Bid/s and the Trust at its discretion will proceed further with opening of the technical bids in their absence.
- d. The Bidder name, presence or absence of requisite EMD and such other details as the Trust, at its discretion may consider appropriate will be announced at the time of technical bid opening.
- e. 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.

14. Clarification of bids:

- a. 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 (Fax/e-Mail), and no change in the price or substance of the Bid shall be sought, offered or permitted.
- b. Bidder to submit point by point compliance to the technical compliance and it should be included in the Bid.
- c. Any deviations from the specifications should be clearly brought out in the bid.
- d. Bidder to quote for entire package on a single responsibility basis for the services it proposes to offer under the contract.

15. Preliminary Examinations

- a. The Trust will examine the Bids to determine whether they are complete, the documents have been properly signed, supporting papers/ documents attached and the bids are generally in order.
- b. The Trust may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
- c. Prior to the detailed evaluation, the Trust will determine the substantial responsiveness of each Bid to the Bidding document. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from or objections or reservations to critical provisions, such as those concerning Bid security, performance security, qualification criteria, insurance, Force Majeure etc. will be deemed to be a material deviation. The Trust's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence. The Trust would also

evaluate the Bids on minimum eligibility criteria including possible visit to inspect live site(s) of the bidder, bidders presentation etc.

- d. If a Bid is not substantially responsive, it will be rejected by the Trust and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- e. The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

16. Opening of Commercial bids: Commercial bids shall be opened only for the vendors whose bids shall be found to be substantially responsive and complying with minimum eligibility criteria. Venue, date and time of opening of the commercial bids shall be intimated, in due course, only to the bidders whose bids are found responsive.

17. Arithmetic errors correction

Arithmetic errors, if any, in the price break-up format will be rectified on the following basis:

- a. 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. If the supplier bidder does not accept the correction of errors, its bid will be rejected.
- b. 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.
- c. 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.
- d. Trust may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or effect the relative ranking of any bidder

18. No Commitment to Accept Lowest or Any Offer

- a. The Trust reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
- b. The Trust will not be obliged to meet and have discussions with any bidder and/ or to entertain any representations in this regard.
- c. The bids received and accepted will be evaluated by the Trust to ascertain the best and lowest bid in the interest of the Trust. However, the Trust does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. The Trust reserves the right to tender.

19. Conditional Bids

Conditional bids shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of bids.

20. Force Majeure:

If the performance as specified in this order is prevented, restricted, delayed or interfered by reason of Fire, explosion, cyclone, floods, War, revolution, acts of public enemies, blockage or embargo, Any law, order, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrict trade practices or regulations, Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein, or Any other circumstances beyond the control of the party affected, then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected uses its best efforts to remove such cause of nonperformance and when removed the party shall continue performance with utmost dispatch.

21. Arbitration:

In the event of a dispute or difference or difference of any nature whatsoever between the vendor and CGTMSE during the course of the assignment arising as a result of this order, the same will be referred for arbitration to a Board of arbitration. This Board will be constituted prior to the commencement of the arbitration and will comprise two arbitrators and an umpire. Vendor and CGTMSE will each nominate an arbitrator to the Board and these arbitrators will appoint the umpire. Arbitration will be carried out at a place mutually decided by Vendor and CGTMSE.

22. Contact Information:

For any clarifications vendor may contact
Shri S S Bakshi,
General Manager,
CGTMSE,
7th Floor, MSME Development Centre,
C-11, G Block, BKC,
Mumbai - 400051

Forwarding Letter

(To be submitted on company's letter head)

To:

The Chief Executive Officer
CGTMSE,
7th Floor, MSME Development Center
Plot No.C-11, 'G' Block
Bandra Kurla Complex, Bandra (East)
Mumbai 400 051

Dear Sir,

Sub: Tender No _____ Dated _____

This is in reference to your above mentioned tender for Renewal of Oracle ATS. Having examined the tender document, the receipt of which is hereby duly acknowledged, we the undersigned, hereby submit our proposal along with the EMD and necessary supporting documents as desired by the Trust.

Further, we agree to abide by all the terms and conditions as mentioned in the tender document. We have also noted that CGTMSE reserves the right to consider/ reject any or all applications without assigning any reason thereof.

Date:...../...../2014

Authorised Signatory.

Name:

Designation:
Organization Seal

Technical Bid Format**1. Minimum eligibility criteria :**

Vendor should be authorised partner / business associate of Oracle for providing renewal of Oracle Annual Technical Support services and upgrade of oracle products in India. A copy of authorisation letter from Oracle should be enclosed with the proposal.

2. Details to be Furnished:

- I. Name of the Company: _____
- II. Number of Years in the field of delivering Oracle ATS Services: _____
- III. Type of tie-up with Oracle India Pvt. Limited.: _____
- IV. Support document from Oracle India Ltd for providing renewal of Oracle ATS services.

3. Details of Oracle Account Manager for CGTMSE with following details :

- I. Name of Account Manager for CGTMSE at Oracle India Pvt. Ltd: _____
- II. Toll Free Number of Oracle for support related issues: _____
- III. FAX Number of Oracle for support related issues: _____
- IV. E-mail ids of Oracle to send support related queries: _____

4. List of existing two customers to whom the vendor is providing similar support services with following details :

S.N	Name of Customer	Address	Contact person Name & Phone No.

5. Any other related information, not mentioned above, which the vendor wish to furnish.
6. Any Deviation from General Terms & Conditions, which vendor wish to furnish.

Annexure – VI

Commercial Bid

Amount in Rupees

S. No.	Product/License Description	Qty	Unit Cost Details						Total Cost Details	
			Unit Cost		Taxes		Total Unit Cost		Software Update	Product Support
			Software Update	Product Support	Software Update	Product Support	Software Update	Product Support		
1	Oracle Database Enterprise Edition – Processor Perpetual	4								
2	Diagnostics Pack – Processor Perpetual	4								
3	Tuning Pack – Processor Perpetual	4								
Total Cost										

Note: Bidders are requested to note the following:

- Cost should be inclusive of all taxes at current rate, and will be used to arrive at L1 vendor.
- Period of renewal of above licenses is from 18th May, 2014 to 17th may, 2015.
- Octroi, if any, would be reimbursed on actuals on production of original octroi receipts in favour of CGTMSE.
- TDS will be deducted as per rules applicable.
- **CSI # 18534305, Service Contract # 5492079.**

Date
Place

Signature of Authorised Signatory ...
Name of the Authorised Signatory ...
Designation ...
Name of the Organisation ...
Seal ...

EMD / PERFORMANCE SECURITY FORM**(Sample Format - TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER)**

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. Dated20.... to supply (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 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. ----- (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 the buyer 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 Rs. ----- (----- only).by reason of any breach of the terms of the RFP dated ---- by vendor. We hereby agree that the decision of the CGTMSE regarding breach of the terms of the RFP shall be final, conclusive and binding

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;
- (iv) 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;
- (v) 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;

(vi) 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;

(vii) 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 in paragraph 3.

This guarantee is valid until the day of And a claim in writing is required to be presented to us within three months from i.e. on or before ----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

.....

.....

Annexure – VIII

Proforma of Indemnity

This is to certify that M/s _____ Who have been providing services _____ to CGTMSE, Mumbai, vide order no _____ dated _____ 2014 have all required rights for the supply of the software. The software supplied by us is legal/ licensed copies.

Further, M/s _____ is willing to indemnify CGTMSE against any claims due to violation of any patents and copyrights for the software sold under licensing agreement from us. The above indemnity is limited to the software supplied by M/s _____ only.

For M/s _____
Signature with seal, name, designation and date
