

TENDER DOCUMENT

FOR

PROCUREMENT OF ORACLE DATABASE LICENSES WITH
SOFTWARE UPGRADE LICENCE & SUPPORT,
ORACLE DIAGNOSTIC PACK, ORACLE TUNING PACK,
INSTALLATION, CONFIGURATION AND MIGRATION

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. 2012-13/IT/1

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 – Procurement of Oracle Database Licenses (Enterprise Edition),
Software Update License & Support,
Installation, Configuration and Migration**

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.
2. In order to meet the IT requirements, the Trust invites sealed bids from authorized Oracle Partners/ Business Associates of Oracle for Supply of Oracle Product Licenses, Annual Technical Services (ATS), Oracle Diagnostic Pack, Oracle Tuning pack, installation, commissioning and migration of existing database in prescribed format.
3. At present CGTMSE will be using the licenses on Intel Servers with Windows and will be replacing with Unix servers in future. Vendors should ensure that there is no restriction on usage of licenses on any Operating System(s).
4. At present CGTMSE will be using Oracle 10g Enterprise Edition and will be migrating to Oracle 11g in future. Vendors should ensure that there is no restriction on usage of Oracle 10g or Oracle 11g Enterprise Edition.
5. Vendors should completed atleast 3 installations, configurations and migrations Oracle 10g/11g database in the last one year. Installation, configuration and migration should be part of single work order. Copies of 3 Nos. of relevant work orders and completion certificates should be attached.
6. Proposals along with the following documents must be submitted in a **non-window sealed envelope** superscribing “**RfP –Procurement of Oracle Database Licenses – 2011-12**”:
 - a. Forwarding letter as per format given in Annexure – IV
 - b. Authorisation letter from Oracle indicating that the vendor is an authorized partner/business associate of Oracle for supply of Oracle Product and to provide Annual Technical Services (ATS). The authorization letter should be valid atleast till three months from the last date of submission of RfP.
 - c. Copies of 3 Nos. work orders and completion certificates establishing eligibility as per clause 5 above.
 - d. A Demand Draft/Bank Guarantee as per annexure - VII for Rs. 2,50,000 (Rupees Two Lakh Fifty Thousand Only) drawn in favour of CGTMSE and payable at Mumbai, towards Earnest Money Deposit (EMD).

- e. Commercial Bid in a separate non-window sealed envelope superscribing “**RfP – Procurement of Oracle Database Licenses – 2011-12**”.

7. Proposals completed in all respects should be submitted at the address mentioned in Annexure – I, item no. 9 latest by 17th April, 2012 by 15:00 Hrs.

8. 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 – General Terms and Conditions
- c. Annexure III – Format for Commercial Bid
- d. Annexure IV – Format for forwarding letter
- e. Annexure V – Format for performance Guarantee
- f. Annexure VI – Proforma of Indemnity
- g. Annexure VII – EMD/Performance security form

The proposals received after due date and time will not be accepted. Clarifications, if any, may be sought in writing latest by 10th April, 2012 by 15:00 Hrs.

Bidding Information Sheet

S. N.	Bid Reference	2012-13/IT/1 dated 03 rd April, 2012			
1	Purpose	Procurement of latest release of Oracle Database Enterprise Edition License together with Software Update License and Annual Technical Services(ATS), Oracle Diagnostic Pack, Oracle Tuning Pack, Installation, Commissioning and Migration of Existing Database.			
2	EMD	₹ 2,50,000/- (To be submitted as Demand Draft/ Bank Gurantee in favour of CGTMSE, payable at Mumbai)			
3	No. Of Envelopes (Non window, sealed) to be submitted	01 (One) , containing: 1. Forwarding letter 2. Authorization letter from Oracle 3. Copies of PO 4. DD/BG towards EMD 5. Non window sealed envelope containing Commercial Bid			
4	Last Date of Submission of Bids	17 th April, 2012; 1500 hours			
5	Venue, Date and time of opening of Technical Bids.	At 16:00 hours, on 17th April, 2012, at the address given at Sr. no. 9			
6	Last Date for seeking clarifications, if any	10 th April, 2012, 15:00 Hrs			
7	Date and time of Pre-bid meeting	16:00 Hrs on 10 th April, 2012, at the address given at Sr. no. 9.			
8	Bid Validity	Three Months from the date of submission of bids i.e. 17 th July, 2012			
9	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			
10	Date and time of opening of commercial bids.	Will be intimated in due course to technically short listed vendors only			
11	Contact details				
	Name	Designation	Phone	Fax	E-mail
	Shri A V Syam Sundar	M(Sys)	61437802	022-26541821	avshyam@cgtmse.in
	Shri Rahul Rohatgi	GM	61437803		rrohhatgi@cgtmse.in
	Shri U R Tata	CEO	61437801		urtata@cgtmse.in

General Terms and Conditions

- 1. Cost Details & Validity:** The quoted Rate / Cost should be inclusive of all levies/ taxes like Service tax, Educational cess, Sales Tax, Transportation, Customs, Excise, traveling charges etc, if any. However, CGTMSE would reimburse Octroi / entry tax, if any, to the vendor on actuals on production of original Octroi receipts in CGTMSE's name. The proposal submitted against this RfP should remain valid till at least till three months from the last date of submission of RfP.

- 2. Payment Terms:**

For item no. 1 to 4 mentioned in Annexure – III - 100% payment after delivery of Oracle licenses and submission of proof of registration with Oracle for Annual Technical Support, Installation and migration of database.

For item no. 5 to 6 mentioned in Annexure – III – 100% payment after Installation, configuration and migration of data from existing server to new server. Copy of completion certificate should be attached along with the invoice for release of payment.

- 3.** 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.

- 4. Bid Submission:** Vendors should submit the bids strictly in accordance with the information given in the Annexure - I (Bid Information).

- 5. Responsive bids:** Bids conforming to the following essential requirements shall be considered as responsive:
 - i. Bids submitted at the prescribed address on or before the stipulated date and time.
 - ii. Bids accompanied with following documents:
 - 1) Forwarding letter
 - 2) Authorisation letter from Oracle.
 - 3) 3 Nos. of PO copies of installation, configuration & migration of Oracle databases in the last one year.
 - 4) DD/BG towards the EMD.
 - 5) Commercial bid in the prescribed format, in a separate non-window sealed envelope.

- 6. Opening of Bids:** Bids, except commercial bids, received within stipulated time, shall be opened as per schedule given in the bid information sheet. As the bids shall be opened in the presence of bidders, bidder or his representative may ensure to be present at the venue on stipulated date and time.
- 7. Opening of Commercial bids:** Commercial bids shall be opened only for the vendors whose bids shall be found to be substantially responsive. Venue, date and time of opening of the commercial bids shall be intimated, in due course, only to the bidders whose technical bids are found responsive.
- 8. Delivery Schedule:** For item No. 1 to 4 mentioned in Annexure – III - The contracted vendor shall ensure to deliver the software licenses along with the software media CDs/DVDs within four weeks from the date of award of contract. For item No. 5 mentioned in Annexure – III – 6 weeks from the date of award of contract. For item No. 6 within 1 day as intimated by CGTMSE. The date of migration will be intimated at least 3 days in advance.
- 9. Delivery Location:** Delivery of software licenses and the media CDs/DVDs are to be made at our Mumbai office address given below:
- General Manager
CGTMSE
7th Floor, MSME Development Center, C-11, 'G' Block,
Bandra Kurla Complex, Bandra (E),
Mumbai - 400 051
- 10. Penalty for Default in Services:** If the vendor fails to deliver the items within stipulated time, CGTMSE will impose a penalty of 1% of the order value for the late delivered items for each weeks delay or part thereof, subject to maximum of 10% of value of the late delivered items. In case the delay exceeds five weeks, 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. The penalty will be calculated separately for Item no. 1 to 4, item no. 5 and item No. 6.
- 11. Earnest Money Deposit (EMD):** Vendors are required to submit EMD as mentioned in the Bid Information Sheet. EMD for the unsuccessful bidders shall be returned upon
- a. end of the bid validity period
- OR**
- b. receipt of the signed contract from the successful bidder,
whichever is earlier.
- 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.**
- 12. Media Warranty:** The vendor will warrant the CD/DVD Media / software against defects arising out of faulty design, materials and media workmanship etc. for a period of 90 days from the date of delivery. Defective CD/DVD

Media / software shall be replaced by the vendor at his own cost, including the cost of transportation.

13. Indemnity: The vendor will indemnify CGTMSE to the extent of direct damages against all claims, demands, costs, charges, expenses, award, compensations etc. due to vendor's violation of any patents and copy rights.

14. 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.

15. 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.

16. Contact Information: For any clarifications vendor may contact

A V Syam Sundar,
Manager (Systems),
CGTMSE,
7th Floor, MSME Development Centre,
C-11, G Block, BKC,
Mumbai - 400051

Annexure –III

Commercial Bid

**RfP – Procurement of Oracle Database Licenses for Enterprise Edition,
Software Update License & Support, Installation, Configuration and Migration**

Amount in Rupees

S.N.	Oracle Database	License Metrics	Quantity [A]	Unit Price [B]	Total Cost [C=AXB]
1.	Oracle RDBMS – Enterprise Edition (EE)	Processor	4		
2.	Software Update License & Support for Oracle RDBMS – (EE)	Processor	4		
3.	Oracle Diagnostic Pack	Processor	4		
4.	Oracle Tuning Pack	Processor	4		
Total Cost [i]					
5.	Installation of Oracle	2			
6.	Data migration from existing server to new server	2			
Total Service Cost [ii]					
Grand Total[[i] + [ii]					

Note: Bidders are requested to note the following:

- Grand total cost should be inclusive of all taxes, and will be used to arrive at L1 vendor.
- TDS will be deducted as per rules applicable.
- CGTMSE would reimburse Octroi/entry tax, if any, to the vendor on actuals on production of original Octroi receipts in CGTMSE's name.
- Vendors should be authorized partner/ business associate of Oracle for sale of Oracle Software Licenses and for providing Annual Technical Services. A copy of authorization letter from Oracle should be enclosed with the proposal.
- In case of any deviation in general terms and conditions, bids would be liable for rejection.
- Installation of Oracle includes installation of Oracle database, configuration and setting up of optimized physical, memory, log, segment, recovery, restore and other parameters for the database, application of relevant patches for optimal performance of database.
- Migration of data includes backing up of data from existing database, moving and restoring the data to the new database. Since the server is a live B2B application server, the activity is expected to be performed during late hours. CGTMSE will intimate the exact date of activity to be performed to the successful bidder.
- Installation and migration activity is required to be performed on 2 servers with Windows 2008 Enterprise Server.
- The applications are currently working with Oracle 10g. Vendor should ensure that the application is working smoothly after installation and migration. Vendor should provide 24x7 support at least for duration of one month from the date of migration for any installation, configuration and migration related issues.

Date
Place

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

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 Database Licenses & and Software Update License & Support for these products, Oracle Diagnostic Pack, Oracle Tuning Pack, Installation, Configuration and Migration of database. Having examined the tender document, the receipt of which is hereby duly acknowledged, we the undersigned, hereby submit our proposal along with necessary supporting documents as mentioned under Sr. No. ___ of Annexure II.

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:...../...../2012

Authorised Signatory.

Name:

Designation:

Performance Guarantee Format

(Sample Format)

TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER OF THE APPROPRIATE VALUE

KNOW ALL MEN BY THESE PRESENTS that in consideration of the Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE) established by Government of India and SIDBI having registered office at 7th Floor, SME Development Centre, Plot No. C-11, G Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai – 400 051 (hereinafter called the Trust) having agreed to accept from M/s. 'Vendor Name' having its office at 'Vendor's Office Address', (hereinafter called "the Vendor") an agreement of guarantee for Rs. _____ (Rupees _____ only), for the due fulfillment by the vendor of the terms and conditions of the Purchase order No. _____ dated _____ made between the vendor and the Corporation for providing services for CGTMSE's 'Project Details' hereinafter called "the said Agreement").

1. We, Bank (Bank Name and Details), do hereby undertake to indemnify and keep indemnified the Corporation to the extent of Rs. _____ (Rupees _____ only) against any loss or damage caused to or suffered by the Corporation during warranty period by reason of any breach by the Vendor of any of the terms and conditions contained in the said Agreement of which breach the opinion of the Corporation shall be final and conclusive.

2.

2. And we Bank (Bank Name and Details), do hereby guarantee and undertake to pay forthwith on demand to the Corporation such sum not exceeding the said sum of Rs. _____ (Rupees _____ only) only as may be specified in such demand, in the event of the vendor failing or neglecting to execute fully efficiently and satisfactorily the order for implementation services for the 'Project Details' placed with it (the work tendered for by it) within the period stipulated in the said Agreement in accordance with the design, specification, terms and conditions contained or referred to in the said Agreement or in the event of the Vendor refusing or neglecting to maintain satisfactory operation of the equipment or work or to make good any defect therein notified by the Corporation to the vendor during the warranty period or otherwise to comply with and conform to the design, specification, terms and conditions contained or referred to the said Agreement.

3. We, Bank (Bank Name and Details), further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said order as laid down in the said agreement including the "Warranty obligations" or till validity date of this guarantee i.e. upto _____, whichever is earlier and subject to the terms of the "the said Agreement" it shall continue to be enforceable for the breach of warranty conditions within warranty

period and till all the defects notified by the Corporation to the vendor during the warranty period have been made good to the satisfaction of Corporation & the Corporation or its authorized representative certified that the terms and conditions of the said agreement have been fully and properly complied with by the vendor or till validity of this guarantee i.e. _____, whichever is earlier.

4. We, Bank (Bank Name and Details), may extend the validity of Bank Guarantee at the request of the Vendor for further period or periods from time to time beyond its present validity period, but at our sole discretion.

5. The liability under this guarantee is restricted to Rupees _____/- only and will expire on _____ and unless a claim in writing is presented to us at Bank (Bank Name and Details) within 3 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 there-under.

6. The Guarantee herein contained shall not be determined or affected by Liquidation or winding up or insolvency or closure of the Vendor.

7. The executant has the power to issue this guarantee and executants on behalf of the Bank and hold full and valid Power of Attorney granted in their favour by the Bank authorising them to execute this guarantee.

Notwithstanding anything contained here in above, our liability under this guarantee is restricted to Rs. _____ (Rupees _____ only). Our guarantee shall remain in force until _____. Our liability hereunder is conditional upon your lodging a demand or claim with Bank (Bank Name and Details) on or before _____. Unless a demand or claim is lodged with Bank (Bank Name and Details) within the aforesaid time, your rights under the guarantee shall be forfeited and we shall not be liable there under. This

guarantee shall be governed by and construed in accordance with the laws of India. All claims under this guarantee will be made payable at Bank (Bank Name and Details). This Guarantee will be returned to the Bank when the purpose of the guarantee has been fulfilled

or at its expiry, which ever is earlier. We, Bank (Bank Name and Details) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Corporation in writing.

In witness where of we have set and subscribed our hand and seal thisday of2010.

SIGNED, SEALED AND DELIVERED.

BY

AT

Proforma of Indemnity

This is to certify that M/s _____ Who have supplied _____ Oracle Enterprise Edition, Oracle Diagnostic Pack, Oracle Tuning Pack, ATS CGTMSE, Mumbai, vide order no _____ dated _____ 2012 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

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

.....

.....
