



भारतीय लघु उद्योग विकास बैंक
Small Industries Development Bank of India

आरेकल सॉफ्टवेर लाइसेंसों की खरीद हेतु - प्रस्ताव का आमंत्रण

**Request for Proposal for
Procurement of Oracle Software License**

टेंडर सं./ Tender No.	400/2021/1560/BYO/ITV
टेंडर जारी करने की तिथि/ Tender Issue Date	21 अप्रैल, 2020/ April 21, 2020
बोली जमा करनी की अंतिम तिथि व समय/ Last date & time for bid submission	11 मई 2020, दोपहर बाद 3:30 बजे तक/ May 11, 2020 by 3:30pm
न्यूनतम बोलियां खोलने की तिथि व समय/ Date & time of opening of Minimum Eligibility Bids	11 मई 2020 4:00 बजे / May 11, 2020 at 4:00pm
वाणिज्यिक बोलियां खोलने की तिथि/ Date of opening of Commercial Bid	बाद में सूचित किया जायेगा/ To be intimated at a later date
बयाना जमा राशि / Earnest Money Deposit	₹ 4,80,000/- (₹ Four Lakh Eighty Thousand only)
टेंडर मूल्य /Tender Cost (Non Refundable)	₹ 500/- (₹ Five Hundred only)

भारतीय लघु उद्योग विकास बैंक
स्वावलम्बन भवन, सी-11, जी ब्लॉक,
बांद्रा कुर्ला कॉम्प्लेक्स, बांद्रा (पू.), **मुम्बई - 400051**

SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA
Swavlamban Bhawan, C-11, 'G' Block,
Bandra Kurla Complex, Bandra (E), **Mumbai - 400 051**

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Critical Information / महत्वपूर्ण सूचना

(RFP No: 400/2021/1560/BYO/ITV) dated April 21, 2020)

SNo. क्र.सं.	Events / कार्यक्रम	Date/ तिथि	Time/ समय
1.	पूर्व-बोली बैठक के लिए स्पष्टीकरण की मांग की अंतिम तिथि/ Last date for seeking clarifications for pre-bid meeting.	28 अप्रैल, 2020 / April 28, 2020	5:00 pm
2.	आनलाईन पूर्व-बोली बैठक (पूर्व-बोली बैठक के बाद कोई भी स्पष्टीकरण नहीं दिया जायेगा)/ Online Pre-Bid meeting (no clarifications would be given after pre-bid meeting).	29 अप्रैल, 2020 / April 29, 2020	3:00 pm
3.	बोली जमा करने की अंतिम तिथि/ Last date for submission of bids	11 मई 2020 / May 11, 2020	3:30 pm
4.	न्यूनतम पात्रता बोली खोलने की तिथि व समय/ Date & Time of Opening of Minimum Eligibility bid	11 मई 2020 / May 11, 2020	4:00 pm
बोली जमा और पूर्व-बोली बैठक करने का पता/ Address for Bid Submission			
5.	उप. महाप्रबन्धक (सिस्टम्स) भारतीय लघु उद्योग विकास बैंक, तीसरा तल, इन्फॉर्मेशन टेक्नालजी वर्टिकल, स्वावलम्बन भवन, प्लॉट सी-11, जी ब्लॉक, बांद्रा कुर्ला कॉम्प्लेक्स, बांद्रा(पू.), मुम्बई – 400 051, दूरभाष: 022-67531100 / 67531251, फैक्स: 022-67531236	Dy. General Manager (Systems) Small Industries Development Bank of India, 3rd Floor, Information Technology Vertical, Swavlamban Bhawan, Plot No. C-11, G Block, Bandra Kurla Complex, Bandra (E), Mumbai - 400 051 Phone: 022-67531100/ 67531251 Fax: 022-67531236	
6.	वाणिज्यिक बोली खोलने की तिथि, समय/ Date and time of opening of commercial bids	बाद में सूचित किया जायेगा/ To be intimated at a later date.	
7.	बोली के वैद्यता/ Bid Validity	बोली जमा करने की अंतिम तिथि से 90 दिन तक/ 90 days from the last date of bid submission.	
8.	सिडबी अधिकारियों के संपर्क विवरण/ Contact details of SIDBI officials		
a.	Narender Kumar, AGM (Systems) 022-67531238, narender@sidbi.in	नरेंद्र कुमार, स.म.प्र.(सिस्टम्स) 022-67531238, narender@sidbi.in	
b.	Rajesh Joshi, DGM (Systems) 022-67531251, rjoshi@sidbi.in	राजेश जोशी, उ.म.प्र.(सिस्टम्स) 022-67531251, rjoshi@sidbi.in	
c.	P K Vijayvargia, GM (ITV) 0522-4261657, pkvijay@sidbi.in	प्रमोद कुमार विजयवर्गीय, म.प्र.(आईटीवी) 0522-4261657, pkvijay@sidbi.in	
9.	बयाना जमा राशि/ Earnest Money Deposit.	₹.4,80,000/- (₹ Four Lakh Eighty Thousand only)	
10.	टेंडर मूल्य / Tender Cost	₹. 500/- (₹ Five Hundred only)	
11.	स्वतंत्र बाह्य मॉनिटर/ Independent External Monitor		
	Appointment of IEM is under process.	स्वतंत्र बाह्य मॉनिटर की नियुक्ति प्रक्रियाधीन है।	

1. Introduction and Disclaimers

1.1. Purpose of RfP

SIDBI is having its Data Center at Mumbai and Disaster Recovery site at Chennai. The purpose of RfP is to shortlist vendor for procurement of below mentioned Oracle software license(s):

S. No.	Product Name	License Metric	Quantity (Licenses)
1	Oracle Database Enterprise Edition	Processor	9
2	Real Application Cluster (RAC)	Processor	8
3	Diagnostic Pack	Processor	11
4	Tuning Pack	Processor	11

Proposals are invited from ORACLE partners for supply of above-mentioned licenses. This Request for Proposal document ("RfP document" or "RfP" or "RFP") has been prepared solely for the purpose of enabling the "Small Industries Development Bank of India", referred as the "Bank" hereafter, to shortlist suitable vendor of ORACLE. Bidders are requested to submit their bids strictly conforming to the schedule and terms and conditions given in Annexures attached.

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 Bank and any successful bidder as identified by the Bank after completion of the selection process.

The tender methodology being followed is under Two Bid System viz. 1) Pre-qualification/ Minimum Eligibility Criteria and 2) Commercial bid. Bid Evaluation methodology & eligibility criteria has been detailed in chapter 5 and chapter 6.

1.2. Information Provided

The Request for Proposal 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 SIDBI. Neither SIDBI 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 SIDBI nor any of its employees, agents, contractors, or advisers has carried out or will carry out an independent audit or verification exercise in relation to the contents of any part of the document.

1.3. Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, SIDBI 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 SIDBI or any of its officers, employees, contractors, agents, or advisers.

1.4. Costs to be borne by Respondents

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, etc. and providing any additional information required by SIDBI, will be borne entirely and exclusively by the Respondent.

1.5. No Legal Relationship

No binding legal relationship will exist between any of the Respondents and SIDBI until execution of a contractual agreement.

1.6. Recipient Obligation to Inform Itself

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.

1.7. Evaluation of Offers

The issuance of RFP document is merely an invitation to offer 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.

1.8. Acceptance of Selection Process

Each Recipient/ Respondent having responded to this RfP acknowledges have reading, understanding and accepts the selection & evaluation process mentioned in this RfP document. The Recipient / Respondent ceases to have any option to object against any of these processes at any stage subsequent to submission of its responses to this RfP.

1.9. Errors and Omissions

Each Recipient should notify SIDBI of any error, omission, or discrepancy found in this RfP document.

1.10. Acceptance of Terms

A Recipient will, by responding to SIDBI for RfP, be deemed to have accepted the terms of this Introduction and Disclaimer.

1.11. Requests for Proposal

- Recipients are required to direct all communications related to this RfP, through the Nominated Point of Contact person as mentioned in **Critical Information sheet** above.
- SIDBI may, in its absolute discretion, seek additional information or material from any of the 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 provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to RfP could be conveyed promptly.
- If SIDBI, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then SIDBI reserves the right to communicate such response to all Respondents.
- SIDBI may, in its absolute discretion, engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RfP closes to improve or clarify any response.

1.12. Notification

SIDBI will notify all short-listed Respondents in writing or by mail as soon as practicable about the outcome of the RfP. SIDBI is not obliged to provide any reasons for any such acceptance or rejection.

* * * * *

2. Background

2.1. About SIDBI

Small Industries Development Bank of India (SIDBI) was established in April 1990.

The mission of SIDBI is to empower the Micro, Small and Medium Enterprises (MSME) sector with a view to contributing to the process of economic growth, employment generation and balanced regional development having objective to serve as a single window for meeting financial and developmental needs of MSME sector.

The four basic objectives set out in the SIDBI Charter are Financing, Promotion, development and Co-ordination for orderly growth of industry in the MSME sector. The Charter has provided SIDBI considerable flexibility for adopting appropriate operational strategies to meet these objectives. The activities of SIDBI, as they have evolved over the period of time, now meet almost all the requirements of sector which fall into a wide spectrum constituting modern and technologically superior units at one end and traditional units at the other.

The bank provides its services through a network of offices located all over India. Detailed information on the functions of the bank is provided on the website www.sidbi.in.

2.2. Existing Setup

2.2.1. Oracle Database Infrastructure

- SIDBI is currently using Oracle Database Enterprise Edition – Version 11g to support its business operations.
- Oracle databases have been hosted on various Intel / HP - RX 6600 - IA64 (Itanium)/ HPE Integrity rx2800 i6 physical host servers running on HP Unix Operating System & RHEL at Data Center (DC) and DR Site.

SN	Location	Server Model	No. of Servers
1	Data Center, Mumbai (Production)	HP RX6600 (Itanium Servers)	3
		HPE Integrity rx2800 i6 (Itanium Servers)	2
2	Data Center, Mumbai (Development & UAT Server)	HP ProLiant BL460c G7 (Intel Server)	1
3	Data Center, Chennai (DR Site)	HP RX6600 (Itanium Server)	1

- Bank is in the process of shifting 02 HP RX6660 Servers from DC to DR Site.
- At Data Center, critical production database(s) have been configured in high availability mode using Oracle Real Application Cluster (RAC).
- Oracle Data Guard 11g has been configured to ensure high availability, data protection, and disaster recovery for enterprise data. Production data are being synchronized on near real time basis with far DR Site using Oracle Data-guard.
- To augment its Oracle Database Infrastructure, Bank proposes to purchase of additional Oracle Software licenses as mentioned in Chapter-1.

* * * * *

3. Broad Scope of Work

SIDBI intends to procure following ORACLE software licenses through authorised partners of Oracle India Pvt. Ltd. (ORACLE):

S. No.	Product Name	License Metric	Quantity (Licenses)
1	Oracle Database Enterprise Edition	Processor	9
2	Real Application Cluster (RAC)	Processor	8
3	Diagnostic Pack	Processor	11
4	Tuning Pack	Processor	11

The Scope of Work involves:

3.1. Oracle Software - Supply & Support for Licenses

- 3.1.1. The selected Bidder shall supply requisite Oracle software licenses issued in the name of “**Small Industries Development Bank of India**”.
- 3.1.2. The licenses shall be supplied along with one-year default Annual Technical Support for respective products.
- 3.1.3. Bidder shall submit proof of issuance of requisite licenses in SIDBI’s name at the time of claiming the payments.

* * * * *

4. Information to Bidders (ITB)

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

4.1. Online Pre-bid Meeting

4.1.1. The Bank shall hold an **online pre-bid meeting** over Skype For Business on the date and time mentioned in '**Critical Information**' section above. Purpose of the meeting is to bring utmost clarity on the scope of work and terms of the RFP being floated. The Bidders are expected to use the platform to have all their queries answered. No query will be entertained after the pre-bid meeting.

4.1.2. It would be the responsibility of the Bidders representatives (only one person per bidder) to join the online meeting.

4.1.3. While sending the clarifications/ queries to the Bank, bidders should mention, **without fail**, the contact details viz. Name, Official E-mail Id, and Mobile Number of the representative who would be attending the meeting. **Bank shall send meeting invite only to the person whose details have been shared with the Bank.**

In case, the meeting invite is not received by any of the designated representatives **latest by 12:00 pm on April 29, 2020**, he/ she should call or mail to Bank's designated officials whose details are given in '**Critical Information**' sheet.

4.1.4. Clarification sought by bidder should be made in writing [**Letter – duly signed scanned copy only / E-mail etc.**] and submitted on or before the date as indicated in the Critical Information sheet.

4.1.5. Bank has discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.

4.1.6. The text of the clarifications asked (without identifying the source of enquiry) and the response given by the Bank, together with amendment/ corrigendum to the bidding document, if any, will be posted on the Bank (**www.sidbi.in**) website and CPP Portal **within 05 working days** of the pre-bid meeting. It would be responsibility of the bidder to check the websites before final submission of bids.

4.1.7. If SIDBI, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then SIDBI reserves the right to communicate such response to all Respondents.

4.2. Amendment to the bidding document

4.2.1. At any time prior to the date of submission of Bids, the Bank, for any reason, may modify the Bidding Document, by amendment.

- 4.2.2. In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Bank, at its discretion, may extend the deadline for the submission of Bids.
- 4.2.3. The amendment, if any, will be posted on Banks website (www.sidbi.in) and CPP portal (<http://eprocure.gov.in>).
- 4.2.4. All Bidders must ensure that such clarifications/ amendments have been considered by them before submitting the bid. Bank will not have any responsibility in case some omission is done by any bidder.

4.3. 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 Bank and supporting documents and printed literature shall be written in English.

4.4. Documents Comprising the Bid

The bid shall consist of Pre-qualification/ minimum eligibility criteria, Technical bid and Commercial bid.

4.5. Bid Currency

Bids should be quoted in Indian Rupee only.

4.6. Tender Form Cost

All the bids must be accompanied with a non-refundable Bid Price of **₹500/- (₹ Five Hundred only)** by way of Banker's Cheque/ Demand Draft/ Pay Order drawn on a scheduled bank, favoring '**Small Industries Development Bank of India**', payable at Mumbai must be submitted separately along with RFP response.

4.7. Earnest Money Deposit (EMD):

4.7.1. All the responses must be accompanied by a refundable, INTEREST FREE security deposit of amount as prescribed in "**Critical Information**" section.

4.7.2. EMD should be in the form of:

Demand Draft/ Banker's Cheque in favour of "**Small Industries Development Bank of India**" payable at Mumbai;

OR

Bank guarantee (BG) from a Scheduled Commercial Bank valid for a period of **06 months from the last date of submission of bid** and strictly in the format as prescribed in **ANNEXURE – VII - EMD/ BID SECURITY FORM**.

4.7.3. Any bid received without EMD in proper form and manner shall be considered unresponsive and shall be rejected.

4.7.4. Request for exemption from EMD (Security Deposit) will not be entertained.

4.7.5. The EMD amount / BG of all unsuccessful bidders would be refunded immediately upon happening of any the following events:

- Issue of Lol / purchase order to the 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.

4.7.6. Successful Bidder will be refunded the EMD amount / BG only after the supply of requisite licenses issued in the name of “Small Industries Development Bank Of India”.

4.7.7. The bid security (EMD) may be forfeited:

- If a Bidder withdraws its bids during the period of bid validity.
- If a Bidder makes any statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of the contract.
- In case of successful Bidder, if the Bidder fails to accept the LOI / Purchase order or sign the contract.
- In all the above cases, the bidder would also be banned for a period of 03 years from subsequent bidding in any of the Bank’s (SIDBI) tenders.

4.8. Period of Validity of Bids

4.8.1. Prices and other terms offered by Bidders must be firm for a period of **90 days** from date of closure of this RfP.

4.8.2. In exceptional circumstances the Bank may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing. The Bid security provided shall also be extended.

4.8.3. Bank, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

4.9. Deadline for submission of Bids

4.9.1. The bids must be received by the Bank at the specified address not later than the date/time specified in “**Critical Information**” section.

4.9.2. In the event of the specified date for the submission of bids, being declared a holiday for the Bank, the bids will be received up to the appointed time on the next working day.

4.9.3. The Bank 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 Bank and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

4.10. Late Bids

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

4.11. Modification And/ Or Withdrawal of Bids:

- 4.11.1.** 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 Bank, prior to the deadline prescribed for submission of bids.
- 4.11.2.** The Bid modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by Mail and followed by a signed confirmation copy received by the Bank not later than the deadline for submission of bids.
- 4.11.3.** No bid may be modified or withdrawn after the deadline for submission of bids.
- 4.11.4.** Bank has the right to reject any or all bids received without assigning any reason whatsoever. Bank shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason whatsoever.

4.12. Opening of Bids by the Bank

- 4.12.1.** On the scheduled date and time, bids will be opened by the Bank's Committee in the presence of Bidders representatives. It would be 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.
- 4.12.2.** 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 bank at its discretion will proceed further with opening of the technical bids in their absence.
- 4.12.3.** The Bidder name and presence or absence of requisite EMD, RfP cost (if applicable) and such other details as the Bank, at its discretion may consider appropriate will be announced at the time of Minimum Eligibility bid opening. No bid shall be rejected at the time of bid opening, except for late bids which shall be returned unopened to the Bidder.
- 4.12.4.** 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.

4.13. Selection process

- 4.13.1.** Successful Bidder will be selected through two bids evaluation process:
 - ❖ Pre-qualification/ Eligibility evaluation

❖ Commercial evaluation

Please refer to Chapter 5 for Eligibility criteria & Chapter 6 for Bid evaluation methodology of RfP.

4.14. Delivery Location

Small Industries Development Bank of India
Swavlamban Bhavan
Plot No.C-11, G Block, Bandra Kurla Complex,
Bandra (E), **Mumbai - 400 051**

4.15. Pre-Contract Integrity Pact (IP)

- IP is an agreement between the prospective vendors / bidders and the buyer committing the persons / officials of both the parties not to exercise any corrupt influence on any aspect of the contract.
- The bidder has to submit signed **Pre-Contract Integrity Pact (IP)** as per the format at **Annexure-X** on the non-judicial stamp paper of requisite value (to be borne by the bidder) applicable at the place of its first execution

4.16. Erasures or Alterations

The offers containing erasures or alterations will not be considered until it is duly signed and stamped by the authorised signatory. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled in. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “complied”, “as given in brochure / manual is not acceptable. The Bank may treat such offers as not adhering to the tender guidelines and as unacceptable.

4.17. Documents to be submitted

- 4.17.1.** Bidders are required to submit their responses in TWO envelopes, with contents of each as under:

Envelope #	Bid Contents	No. of Copies	Label of Envelope
1	<p><u>Pre-Qualification/ Minimum Eligibility</u></p> <ol style="list-style-type: none"> 1. DD/ Pay Order for ₹500/- towards cost of tender form. 2. DD/ Pay Order / BG for the prescribed amount towards EMD. The BG should be as per format given in Annexure-VII - EMD/ BID SECURITY FORM. 3. Bid Forwarding Letter as per Annexure-I. 4. General Information about the bidder along with Documentary evidence as per Annexure-II. 5. Documentary evidence establishing that 	01	<p><u>“Minimum Eligibility”</u></p> <p>“RFP FOR PROCUREMENT OF ORACLE SOFTWARE LICENSES - Tender No. 400/2021/1560/BYO/ITV) DATED APRIL 21, 2020”</p>

Envelope #	Bid Contents	No. of Copies	Label of Envelope
	<p>the Bidder is eligible to Bid and is qualified to perform the contract i.e., Minimum eligibility Criteria as per Annexure-III.</p> <p>6. Masked Price Bid without indicating the price as per Annexure-IV should be submitted.</p> <p>7. Power of Attorney for authorized signatory – Annexure-V.</p> <p>8. Bank Mandate Form – Annexure-VI.</p> <p>9. Non-disclosure agreement as per Annexure-VIII.</p> <p>10. STATEMENT OF DEVIATIONS as per ANNEXURE-IX</p> <p>11. PRE-CONTRACT INTEGRITY PACT as per ANNEXURE-X</p> <p>12. DECLARATION REGARDING CLEAN TRACK RECORD as per ANNEXURE-XI</p>		
2	<p>Commercial Bid Commercial Bid as per Annexure-IV.</p>	01	<p>“Commercial Bid” “RFP FOR PROCUREMENT OF ORACLE SOFTWARE LICENSES - Tender No. 400/2021/1560/BYO/ITV) DATED APRIL 21, 2020”</p>

4.17.2. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the Contract. Power of Attorney of the person authorized to sign the bid as per format given in [Annexure-V](#) is to be submitted.

4.17.3. The bidders to note that, under no circumstances the Commercial Bid should be kept in Minimum Eligibility bid Cover. The placement of Commercial Bid in covers other than the Commercial Bid cover will make bid liable for rejection.

4.17.4. The Bidder shall seal the bids in non-window envelopes, super scribing the nature of bid (i.e. pre-qualification/minimum eligibility or Commercial). All the individual envelopes must be super-scribed with the following information as well:

- Name of the bidder, Contact Name, Contact Number and e-mail id.
- Bids should be enclosed with all relevant documentary proofs / certificates duly sealed and signed.

4.17.5. Important

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

- Authorized signatory on whose behalf power of attorney is issued must sign all the pages of the response.

- ☑ Relevant documents must be submitted as proof wherever necessary. All the pages must be sealed and signed by the authorized signatory of the respondent.
- ☑ Faxed copies of any submission are not acceptable and will be rejected by the Bank.
- ☑ Responses should be concise and to the point. Submission of irrelevant documents must be avoided.
- ☑ If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.
- ☑ The RfP is hosted on SIDBI website **www.sidbi.in** and also on **Central Public Procurement Portal (CPPP)**. SIDBI 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 the RfP.

4.17.6. The envelope(s) shall be addressed to the Bank at the address given below:

The Dy. General Manager (Systems)
Small Industries Development Bank of India
Swavlamban Bhavan, 3rd Floor,
Information Technology Vertical [ITV],
Plot No.C-11, 'G' Block, Bandra Kurla Complex, Bandra (East)
Mumbai - 400 051

4.17.7. If the envelop(s) are not sealed and marked as indicated above, the Bank will assume no responsibility for the Bid's misplacement or its premature opening.

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5. Minimum Eligibility Criteria

Proposals not complying with the ‘Minimum Eligibility criteria’ are liable to be rejected and will not be considered for further evaluation. The proposal should adhere to the following minimum eligibility criteria.

S. N.	Eligibility Criteria	Proof to be Submitted
1	The Bidder should be a registered Corporate/ Firm/ LLP/ Govt. Institution under Indian Laws or /and an autonomous Institution approved by GOI/ RBI promoted. [Note: In case of mergers/ acquisition/ restructuring or name change, the date of establishment of the earlier/ original partnership firm/ limited company will be considered].	Copy of registration certificate is required to be enclosed.
2	The bidder should be ORACLE partner (authorised re-seller/ partner/ business partner/ associate) and same should be supported by certificate / letter by Oracle India Pvt. Ltd. The bidder should be authorised by Oracle for supplying of new licenses and for providing ATS renewal services. Pl. indicate type of Partnership with Oracle.	Authorization Letter OR Certificate for Partnership with Oracle which is valid as on the date of issue of RfP.
3	The bidder should submit Pre-Contract Integrity Pact as per format provided in Annexure-X	Pre-Contract Integrity Pact duly signed by authorized signatory on non-judicial stamp paper of requisite value (to be borne by the bidder) as per format given in Annexure-X need to be enclosed.
4	The bidder should not have been blacklisted by any Public Sector Bank, RBI or IBA or any other Government agencies.	Declaration regarding Clean Track Record as per format Annexure-XI enclosed.
5	The bidder must have a currently valid GST registration certificate and PAN number.	Copies of GST and PAN to be enclosed.

- The bidder to submit documentary evidence for all the above points along with **Annexure-III – Minimum Eligibility Criteria.**
- Proposals of bidders who do not fulfill the above criteria or who fail to submit documentary evidence thereon would be rejected.
- Above details are MANDATORY without which the Bid is liable to be rejected.

* * * * *

6. Evaluation Methodology

6.1. Clarification of bids

- 6.1.1. During evaluation of Bids, the Bank, 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 no change in the price of substance of the Bid shall be sought, offered or permitted.
- 6.1.2. Bidder to submit point by point compliance to the technical compliance and it should be included in the Bid.
- 6.1.3. Any deviations from the specifications should be clearly brought out in the bid.
- 6.1.4. Bidder to quote for entire package on a single responsibility basis for the goods and services it proposes to supply under the contract.

6.2. Preliminary Examinations

- 6.2.1. The Bank 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.
- 6.2.2. The Bank 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.
- 6.2.3. Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the Bidding document. For the purpose of this clause, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations.
- 6.2.4. 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.
- 6.2.5. The Bank's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- 6.2.6. The Bank would also evaluate the Bids on technical and functional parameters including possible visit to inspect live site(s) of the bidder, witness demos, bidder's presentation, verify functionalities / response times etc.
- 6.2.7. If a Bid is not substantially responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

- 6.2.8. 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.
- 6.2.9. Bids without EMD / Bid security in the proper form and manner will be considered non-responsive and rejected.
- 6.2.10. The bidder should satisfy the Minimum Eligibility criteria as specified in the tender.

6.3. Commercial Evaluation

- 6.3.1. All the bidders whose bids are found to be responsive and qualify the Minimum Eligibility criteria would be short listed for commercial evaluation.
- 6.3.2. Total Cost of Ownership (TCO) for each bidder shall be calculated as defined at **para 10.4.3 of Annexure – IV - Commercial Bid**.
- 6.3.3. Bidder with **lowest TCO** shall be determined as **L1** for award of contract.
- 6.3.4. Bidders to note that there will be **only one L1 vendor** shortlisted (based on TCO) for the entire bill of material as mentioned in **Annexure – IV - Commercial Bid**.

6.4. Arithmetic errors correction

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

- 6.4.1. 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. If the supplier does not accept the correction of errors, its bid will be rejected.
- 6.4.2. 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.
- 6.4.3. 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.
- 6.4.4. Bank 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 affect the relative ranking of any bidder.

6.5. Award of Contract

- 6.5.1. SIDBI shall award the contract to **L1 vendor short listed based on the TCO** after the commercial evaluation of bids.

* * * * *

7. Purchase Preference

7.1. Introduction

- 7.1.1. Since the quantity of items under current procurement is not sufficient for splitting between L1 and other bidders, purchase preference for MSEs and DMEP shall not be applicable in this RfP.

7.2. Public Procurement Policy on Micro and Small Enterprises (MSEs)

- 7.2.1. SIDBI is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, GoI.
- 7.2.2. 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).
- 7.2.3. 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.
- 7.2.4. Agencies/ Bidders desirous of availing exemptions 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.

* * * * *

8. Special Terms and Conditions

8.1. Price

- 8.1.1. Prices quoted by the bidders should include all taxes, duties, levies, transportation costs, default 01-year ATS with OEM etc.
- 8.1.2. Once a contract price is arrived at, the same must remain firm and must not be subject to escalation during the performance of the contract due to fluctuation in foreign currency, change in the duty/ tax structure, changes in costs related to the materials and labour or other components or for any other reason.
- 8.1.3. Bidder will be entirely responsible for all applicable present and future, taxes, duties, levies, charges, license fees, VAT etc. in connection with delivery of goods at site including incidental services and commissioning.
- 8.1.4. In case of any changes in tax structure by Central / State Govt. the price shall change corresponding to the changes in tax structure. Accordingly, in situations where taxes are lowered, the bidder shall pass on the benefits to SIDBI, and in case there is upward revision in tax structure, SIDBI shall bear the additional costs towards revision in taxes.
- 8.1.5. No other cost whatsoever will be paid by SIDBI.

8.2. Terms of Payment

SIDBI's standard payment terms are as under:

- 8.2.1. Payments towards "Oracle Software – License Cost" (detailed in RFP Chapter–10, [Annexure – IV - Commercial Bid](#), Section 10.4.1) and "Oracle Software – Software Update License & Support" (detailed in RFP Chapter–10, [Annexure – IV - Commercial Bid](#), Section 10.4.2) would be made in **100%** after the submission of proof for respective items in the name of '**Small Industries Development Bank of India**'.
- 8.2.2. All the payments will be made by SIDBI, Mumbai electronically through RTGS/ NEFT in the Bank a/c as per details provided in the Bank Mandate Form.
- 8.2.3. The Bidder must accept the payment terms proposed by the Bank. The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted.
- 8.2.4. TDS, if any, will be deducted while releasing the payment.
- 8.2.5. All Payments will be made to the Bidder in Indian Rupee only.
- 8.2.6. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.

- 8.2.7.** All payments will be released within 30 days subject to submission of invoices along with supporting documents / reports /certificates towards completion of activities.

8.3. Liquidity damages for Default in Delivery

- 8.3.1.** If the vendor fails to deliver the items within stipulated period, Bank will impose a penalty of 1% of the order value for the late delivered item for each week's delay or part thereof, subject to maximum of 10% of value of the late delivered items.
- 8.3.2.** In case the delay exceeds **FIVE weeks**, Bank reserves the right to cancel the order. In such an event vendor will not be entitled to or recover from Bank any amount by ways of damages, loss or otherwise.
- 8.3.3.** If orders are cancelled due to non-delivery, the vendor will be debarred by Bank for participating in any future tenders floated by Bank for a period of 03 years.

* * * * *

9. General Terms and Conditions (GTC)

9.1. Definitions

In this Contract, the following terms shall be interpreted as indicated:

- 9.1.1. "The Bank", "SIDBI" means Small Industries Development Bank of India (SIDBI);
- 9.1.2. "Bidder", "Vendor", "Supplier" means the respondent to the RFP document.
- 9.1.3. "RFP" or "Tender" or "RfP" or 'Bid document' means the 'Request for Proposal document.
- 9.1.4. "Bid" may be referred to as 'Offer'.
- 9.1.5. "The Contract" means the agreement entered into between the Bank, represented by its Head Office / Swavlamban Bhavan / 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;
- 9.1.6. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- 9.1.7. "The Goods" means all of the equipment, machinery, software, and/or other materials which the Supplier is required to supply to the Bank under the Contract;
- 9.1.8. "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.

9.2. Use of Contract Documents and Information

- 9.2.1. The Supplier shall not, without the Bank's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 9.2.2. The Supplier will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

9.3. Subcontracts

- 9.3.1. The Supplier shall not assign to others, in whole or in part, its obligations to perform under the contract.
-

9.4. Governing language

- 9.4.1. The purchase order/ Contract shall be written in English. All correspondence and other documents pertaining to the purchase order / Contract, which are exchanged by the parties, shall be written in English.
- 9.4.2. The technical documentation, if any, involving detailed instruction for operation and maintenance, User Manual etc. is to be delivered with every unit of the equipment supplied. The language of the documentation should be English.
-

9.5. Applicable laws

The Contract shall be interpreted in accordance with the laws prevalent in India.

9.6. Compliance with all applicable laws:

The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

9.7. Compliance in obtaining approvals/ permissions/ licenses:

The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the bidder.

9.8. Delivery Schedule

- 9.8.1. **Delivery of licenses:** Bidder should deliver the licenses in paper/ electronic form **within 02 weeks** from the date of purchase order.
-

9.9. Delivery & Billing Address:

All the licenses should be delivered & billed at Bank's following office:

Delivery Location	Contact Person(s)	Billing Address
Small Industries Development Bank of India (SIDBI), Swavlamban Bhavan, C-11, G-Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400051	i. Sh. Rajesh joshi, DGM (Systems) Ph: 022-6753 1251 Mail: rjoshi@sidbi.in ii. Sh. Narender Kumar, AGM(Systems), Ph: 022-6753 1238 Mail: narender@sidbi.in	SIDBI, 3rd Floor, IT Vertical, Swavlamban Bhawan, Plot No. C-11, G Block, Bandra Kurla Complex, Bandra (E), Mumbai - 400 051 GSTIN: 27AABCS3480N2ZX PAN: AABCS3480N

9.10. Delivery and Documents:

The details of shipping and/or other documents to be furnished by the Supplier are specified hereunder.

- 9.10.1. Proof of issuance of licenses by OEM in the name of 'Small Industries Development Bank of India'.
- 9.10.2. Original copy of Supplier's invoices showing contract number, goods description, quantity, unit price, taxes and total amount;

9.11. No Commitment to Accept Lowest or Any Offer

- 9.11.1. The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
- 9.11.2. The Bank will not be obliged to meet and have discussions with any bidder and/ or to entertain any representations in this regard.
- 9.11.3. The bids received and accepted will be evaluated by the Bank to ascertain the best and lowest bid in the interest of the Bank. However, the Bank 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 bank reserves the right to re-tender.

9.12. 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.

9.13. Contacting the Bank

- 9.13.1. Bidder shall NOT contact the Bank on any matter relating to its Bid, from the time of opening of Bid to the time a communication in writing about its qualification or otherwise received from the Bank.
- 9.13.2. Any effort by the Bidder to influence the Bank in its decisions on Bid evaluation, bid comparison may result in the rejection of the Bidder's Bid.

9.14. Taken / Brought over of Company

Subsequent to the order being placed by SIDBI, in the event of bidder or the concerned OEM being taken/ bought over by another company, all the obligations and execution of responsibilities under the agreement with SIDBI should be passed on for compliance by the new company in the negotiation for their transfer.

9.15. No Employer – Employee Relationship

The selected bidder or any of its holding / subsidiary / joint-venture / affiliate / group / client companies or any of their employees / officers / staff / personnel / representatives / agents shall not, under any circumstances, be deemed to have any employer-employee relationship with the Bank or any of its employees / officers / staff / representatives / personnel / agents.

9.16. Termination

9.16.1. Prior to the delivery of the items, Bank may at any time terminate the contract by giving written notice to the Bidder if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

9.16.2. The Bank reserves the right to cancel the contract/ purchase order in the event of happening one or more of the following Conditions:

1. Failure of the successful bidder to accept the contract/ purchase order;
2. Delay in delivery beyond the specified period;

9.16.3. In addition to the cancellation of contract/ purchase order, Bank reserves the right to appropriate the damages through encashment of Bid Security/ Performance Guarantee given by the Bidder.

9.17. Patent Rights

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the Goods or any part thereof in India, the Supplier shall act expeditiously to extinguish such claim. If the Supplier fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Supplier of such claim, if it is made, without delay.

9.18. Corrupt and fraudulent practice

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:

- 9.18.1.** “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.
- 9.18.2.** “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank 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 Bank of the benefits of free and open competition.
- 9.18.3.** The Bank 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.

9.19. Waiver

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.

9.20. Violation of terms

The Bank clarifies that the Bank 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 Bank 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.

9.21. Confidentiality

- 9.21.1.** This RfP contains information proprietary to SIDBI. 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 SIDBI. The Bidders shall submit a non-disclosure agreement as per [Annexure-VIII](#) on non-judicial stamp paper of appropriate value at the time of submission of bids.

9.21.2. 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.

9.22. IPR Infringement

As part of this project, bidder / service provider will deliver different software, if the use of any such software by / for SIDBI, infringes the intellectual property rights of any third party, Service provider shall be primarily liable to indemnify SIDBI 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 provided/used by Bidder/Service provider under this project.

9.23. Limitation of liability

Save and except the liability under Section of “IPR Infringement” and “Indemnity provision” in [Clause 9.22](#) and [Clause 9.29](#) respectively herein below, 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.

9.24. Rights to Visit

- 9.24.1.** All records of the Bidder with respect to any matters covered by this Tender document/ subsequent order shall be made available to SIDBI or its designees at any time during normal business hours, as often as SIDBI deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.
- 9.24.2.** SIDBI, including its regulatory authorities like RBI etc., reserves the right to verify, through their officials or such other persons as SIDBI may authorise, the progress of the project at the development /customization site of the Bidder or where the services are being rendered by the bidder.
- 9.24.3.** The Bank and its authorized representatives, including regulator like Reserve Bank of India (RBI) shall have the right to visit any of the Bidder’s premises with prior notice to ensure that data provided by the Bank is not misused. The Bidder will have to cooperate with the authorized representative/s of the Bank and will have to provide all information/ documents required by the Bank.
- 9.24.4.** The right to visit under these clauses shall be restricted to physical files related to this arrangement. Visit shall be conducted during normal business hours and on normal working days after informing the bidder in advance.

9.25. Audit

- 9.25.1.** The vendor shall allow the Bank, its authorised personnel, its auditors (internal and external), authorised personnel from RBI / other regulatory & statutory authorities and grant unrestricted right to inspect and audit its books and accounts, to provide copies of any audit or review reports and findings made on the service provider, directly related to the services.
- 9.25.2.** In case any of the services are further outsourced/ assigned/ subcontracted to other vendors, it will be the responsibility of the vendor to ensure that the authorities /officials as mentioned above are allowed access to all the related places, for inspection and verification.
- 9.25.3.** Audit under this clause shall be restricted to physical files related to this arraignment. Audit shall be conducted during normal business hours and on normal working days after informing the bidder in advance.

9.26. Grievances Redressal Mechanism

Bank has a grievances redressal mechanism for its customers and designated grievances redressal officers. The bank would use the same mechanism to address the grievances, if any, of the customers related to the services being rendered within the ambit of this RfP.

9.27. Compliance with Statutory and Regulatory Provisions

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.

9.28. Right of Publicity

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

9.29. Indemnity

- 9.29.1.** The Bidder/ successful bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, 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 Bank as a result of:
- 9.29.2.** Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Bidder under this RfP document; and/or
- 9.29.3.** 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

- 9.29.4. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank; and/or
- 9.29.5. 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
- 9.29.6. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- 9.29.7. Breach of confidentiality obligations of the Bidder contained in this RfP document; and/or
- 9.29.8. Negligence, fraudulence activities or gross misconduct attributable to the bidder or its employees or sub-contractors; and/or
- 9.29.9. The use of unlicensed and illegal Software and/or allied components by the successful Bidder
- 9.29.10. The Bidder will have to at its own cost and expenses defend or settle any claim against the Bank 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 Bank:
 - 1. Notifies the Bidder in writing; and
 - 2. Cooperate with the bidder in the defence and settlement of the claims.
- 9.29.11. The Bidder shall not be liable for defects or non-conformance resulting from:
 - 1. Software, hardware, interfacing not approved by Bidder; or
 - 2. Unauthorized modification of Software or any individual product supplied under this RfP document, or Bank's failure to comply with any mutually agreed environmental specifications.
 - 3. Use of a Deliverable in an application or environment for which it was not designed or not contemplated under this Agreement;
 - 4. Modification of a deliverable by anyone other than the bidder where the unmodified version of the deliverable would not be infringing.

9.30. Force majeure

- 9.30.1. 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 non-performance and when removed the party shall continue performance with utmost dispatch.

- 9.30.2.** If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition, the cause thereof and the change that is necessitated due to the conditions. Until and unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event

9.31. Resolution of Disputes

- 9.31.1.** It will be the Bank's endeavour to resolve amicably any disputes or differences that may arise between the Bank and the Bidder from misconstruing the meaning and operation of the Tender and the breach that may result.
- 9.31.2.** In case of Dispute or difference arising between the Bank and a Supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrators shall be chosen by mutual discussion between the Bank and the Supplier OR in case of disagreement each party may appoint an arbitrator and such arbitrators may appoint an Umpire before entering on the reference. The decision of the Umpire shall be final.
- 9.31.3.** The Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.
- 9.31.4.** 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;
- 9.31.5.** Notwithstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at Mumbai, India only.

9.31.6. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing.

9.31.7. A notice shall be effective when delivered or on the notice's effective date, whichever is later

* * * * *

10. Annexure(s)

10.1. Annexure - I Bid Forwarding Letter**Bid Forwarding Letter****(To be submitted on Vendor's letter head)****[To be included in Minimum Eligibility Bid Envelope]**

Date:

The General Manager (ITV)

Small Industries Development Bank of India,
3rd Floor, Swavlamban Bhavan, Plot No. C-11, G Block
Bandra Kurla Complex (BKC), Bandra (E),
Mumbai - 400 051

Dear Sir,

RFP FOR PROCUREMENT OF ORACLE SOFTWARE LICENSES**(Tender No.: 400/2021/1560/BYO/ITV dated April 21, 2020)**

We, the undersigned, offer to submit our bid in response and accordance with your RfP No. **400/2021/1560/BYO/ITV dated April 21, 2020**. Having examined the tender document including all annexures carefully, we are hereby submitting our proposal along with all the requisite EMD and other documents as desired by the Bank.

Further, we agree to abide by all the terms and conditions as mentioned herein the tender document. We agree to abide by this offer till 90 days from the date of last day for submission of offer (Bid).

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We have also noted that SIDBI reserves the right to consider/ reject any or all bids without assigning any reason thereof. We understand that you are not bound to accept the lowest or any Bid you may receive.

We remain,

Yours sincerely,

Date : Name & Signature of Authorised Signatory

Place : Designation :..... Phone & E-mail:.....

Name of the Organisation : Seal

10.2. Annexure - II General Information about Bidder

General Information about Bidder

(Tender No.: 400/2021/1560/BYO/ITV dated April 21, 2020)

[To be included in Minimum Eligibility Bid Envelope]

S.N.	Information about the Bidder	Bidder's response	Attachment Tag
1	Name of the bidder company		
2	Year of establishment		
3	Type of Company [Government/ PSU /Pub. Ltd/ Pvt. Ltd/ Partnership/ Proprietary]		
4	Registration No. and date of registration.		
5	Copy of Registration Certificate to be enclosed (Yes / No)		
6	Address of Registered Office with contact numbers		
a	Address		
b	Land Line No.		
c	Fax No.		
d	Mail Id.		
7	MSME Status (Tick appropriate)		
a	Company does not qualify the status of MSE.		
b	Company does qualify the MSE status.		
c	SC/ST		
d	MSE registration certificate or a certificate from Chartered Accountant attached. (Yes/No)		
8	PAN No.		
	Copy of PAN enclosed (Yes/No)		
9	GST registration Number		
	GST certificate enclosed. (Yes / No)		
10	Contact Details of Bidder's authorized representative to make commitments to SIDBI. Power of attorney as per format given in Annexure-V to be submitted.		
a	Name		
b	Designation		
c	Office address		
d	Land Line No.		
e	Mobile No.		
f	Fax No.		
g	Mail Id		
11	The bidder should not have been blacklisted by any Public Financial Institutions, Public Sector Bank, RBI or IBA or any other Government agencies during the last 03 years . Bidder must certify to that effect.		
	Self-declaration to this effect on company's letter head signed by company's authorized signatory as per Annexure-XI to be submitted.		
12	EMD Details [write 'Not Applicable' if seeking exemption]		
a	DD / Pay Order / Bank Guarantee		
b	Number		

c	Date of Issue	
d	Issuing Bank	
e	Amount - ₹4,80,000/-	
14	Tender Form Cost Details [write 'Not Applicable' if seeking exemption]	
a	DD / Pay Order	
b	Number	
c	Date of Issue	
d	Issuing Bank	
e	Amount - ₹500/-	

Date:	Signature of Authorised Signatory ...
Place:	Name of the Authorised Signatory ...
	Designation ...
	Phone & E-mail:
	Name of the Organisation ...
	Seal ...
Note	<ul style="list-style-type: none"> • Bidder response should be complete with all relevant documents attached. • Documentary proof, sealed and signed by authorized signatory, must be submitted. • Details of clients and relevant contact details are mandatory. Bidders may take necessary approval of the clients in advance before submission of related information. SIDBI will not make any separate request for submission of such information. • SIDBI will contact the bidder referenced customer for verifications of facts, the bidder to ensure that the customer is intimated. Further in case SIDBI feels to visit the site, the bidder to take necessary approvals for the same. SIDBI will not make any separate request to the bidder's customers. • Proposal of the bidders are liable to be rejected in case of incomplete information or wrong information or non-submission of documentary proof.

10.3. Annexure –III Minimum Eligibility Criteria

Response to Minimum Eligibility Criteria

(Tender No.: 400/2021/1560/BYO/ITV dated April 21, 2020)

[To be included in Minimum Eligibility Bid Envelope]

Proposals not complying with the 'Eligibility criteria' are liable to be rejected and will not be considered for further evaluation. The proposal should adhere to the following minimum eligibility criteria.

S. N.	Eligibility Criteria	Compliance [Yes/No]	Proof to be Submitted	Attachment Tag
1	The Bidder should be a registered Corporate/ Firm/ LLP/ Govt. Institution under Indian Laws or /and an autonomous Institution approved by GOI/ RBI promoted. [Note: In case of mergers/ acquisition/ restructuring or name change, the date of establishment of the earlier/ original partnership firm/ limited company will be considered].		Copy of registration certificate is required to be enclosed.	
2	The bidder should be ORACLE partner (authorised re-seller/ partner/ business partner/ associate) and same should be supported by certificate / letter by Oracle India Pvt. Ltd. The bidder should be authorised by Oracle for supplying of new licenses and for providing ATS renewal services.		Please attach copy of valid Partner Certificate. Copy of authorisation letter from Oracle attached. (Yes / No). Note: The authorisation certificate should be valid at least till the bid validity date.	
3	The bidder should submit Pre-Contract Integrity Pact as per format provided in Annexure-X		Pre-Contract Integrity Pact duly signed by authorized signatory on non-judicial stamp paper of requisite value (to be borne by the bidder) as per format given in Annexure-X need to be enclosed.	
4	The bidder should not have been blacklisted by any Public Financial Institutions, Public Sector Bank, RBI or IBA or any other Government agencies during the last 03 years . Bidder must certify to that effect.		Self-declaration to this effect on company's letter head signed by company's authorized signatory as per Annexure-XI to be submitted.	
5	The bidder must have a currently valid GST registration certificate and PAN number.		Copies of GST and PAN to be enclosed.	

- The bidder to submit documentary evidence for all the above points along with [Annexure-III – Minimum Eligibility Criteria](#).
- Proposals of bidders who do not fulfill the above criteria or who fail to submit documentary evidence thereon would be rejected.
- (Above details are MANDATORY without which the Bid is liable to be rejected.)

10.4. Annexure – IV Commercial Bid

Commercial Bid - cum- Price Break-up Format
(Tender No.: 400/2021/1560/BYO/ITV dated April 21, 2020)

Oracle Software Licenses

10.4.1 Oracle Software – License Cost

[Amt. in ₹]

S.N.	Item Description	License Metric	Part No	Qty.	Unit Price			Total, incl. of all taxes
					Basic Cost	Taxes	Total	
					A	B	C	D=B+C
1	Oracle Database Enterprise Edition	Processor		9				
2	Real Application Cluster (RAC)	Processor		8				
3	Diagnostic Pack	Processor		11				
4	Tuning Pack	Processor		11				
A	Oracle Software – License Cost: [F = 1+2+3+4]							

10.4.2 Oracle Software – Software Update License & Support (Annual Technical Support – ATS Cost)

[Amt. in ₹]

S.N.	Item Description	License Metric	Part No	Qty.	Unit Price			Total, incl. of all taxes
					Basic Cost	Taxes	Total	
					A	B	C	D=B+C
1	Oracle Database Enterprise Edition	Processor		9				
2	Real Application Cluster (RAC)	Processor		8				
3	Diagnostic Pack	Processor		11				
4	Tuning Pack	Processor		11				
B	First Year ATS Cost for Oracle Software: [F = 1+2+3+4]							

10.4.3 Total Cost of Ownership

	Particulars	Amount in Rupees
A	Cost for Oracle Software (Annexure IV- Section 10.4.1)	
B	ATS Cost - First Year for Oracle Software (Annexure IV- Section 10.4.2)	
Total Cost Of Ownership [TCO]: (A + B)		

Bidders are requested to note the following:

- Conditional commercial bids would be rejected.
- Masked commercial bids must be given with Minimum Eligibility bid
- All the details must be provided as per format, table wise summation to be calculated and updated, deviation from above format would enable the commercial bid to be rejected.
- All the rates must be quoted **in INR**. The cost should be inclusive of all applicable taxes.
- **Bidder with lowest TCO shall be declared as L1 for award of contract.**
- In case of discrepancy between the unit price and total price, the unit price shall prevail.

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

10.5. Annexure – V Power of Attorney

Power of Attorney

(To be executed on a non judicial stamp paper of requisite value)

(Tender No.: 400/2021/1560/BYO/ITV dated April 21, 2020)

[To be included in Minimum Eligibility Bid Envelope]

BY THIS POWER OF ATTORNEY executed on _____, 2020, We _____, a Company incorporated under the Companies Act, 1956, having its Registered Office at _____ (hereinafter referred to as “the Company”) doth hereby nominate, constitute and appoint **<Name>, <Employee no.>, <Designation>** of the Company, as its duly constituted Attorney, in the name and on behalf of the Company to do and execute any or all of the following acts, deeds, matters and things, namely :-

- Execute and submit on behalf of the Company a Proposal and other papers / documents with ‘Small Industries Development Bank of India’ (“SIDBI”) relating to Request for proposal **No.: 400/2021/1560/BYO/ITV dated April 21, 2020** for “Procurement of Oracle Software License” and to attend meetings and hold discussions on behalf of the Company with SIDBI in this regard.

THE COMPANY DOTH hereby agree to ratify and confirm all whatsoever the attorney shall lawfully do or cause to be done under or by virtue of these presents including anything done after revocation hereof but prior to actual or express notice thereof being received by the person or persons for the time being dealing with the attorney hereunder.

IN WITNESS WHEREOF, _____ has caused these presents to be executed by _____ on the day, month and year mentioned hereinabove.

For and on behalf of the Board of Directors of _____

WITNESS:

Signature of _____

Attested

10.6. Annexure – VI Bank Mandate Form
बैंक अधिदेश फॉर्म /BANK MANDATE FORM

(दो प्रतियों में प्रस्तुत किया जाए /To be submitted in Duplicate)

[To be included in Minimum Eligibility Bid Envelope]

(कृपया सूचनाएँ साफ अक्षरों में भरें। जहाँ-कहीं लागू हो ,उस पर सही का निशान लगाएँ।
/Please fill in the information in CAPITAL LETTERS. Please TICK wherever it is applicable)

1. उधारकर्ता/विक्रेता/आपूर्तिकर्ता का नाम

Name of Borrower / vendor / supplier:

2. विक्रेता का कूट Vendor Code (if applicable)

3. उधारकर्ता/विक्रेता/आपूर्तिकर्ता का पता

Address of the Borrower / vendor / supplier:

नगर/City _____ पिनकोड Pin Code

ई-मेल आईडी /E-mail id: _____

एसटीडी कूट के साथ दूरभाष सं./Phone No. with STD code: _____

मोबाइल सं./Mobile:No.: _____

स्थायी खाता संख्या/Permanent Account Number _____

एमएसई पंजीकरण/सीए प्रमाणपत्र/MSE Registration / CA Certificate; _____

(यदि लागू हो/if applicable)

3. बैंक खाते का विवरण / Particulars of Bank account:

हिताधिकारी का नाम Beneficiary Name			
बैंक का नाम Bank Name		शाखा का नाम Branch Name	
शाखा का स्थान Branch Place		शाखा का नगर Branch City	

पिनकोड Code	PIN		शाखा कूट Branch Code																	
एमआईसीआर सं . MICR No.																				
खाते का स्वरूप Account type	बचत/Saving		चालू/Current																	
खाता सं . Account No.	(जैसी चेकबुक में अंकित है / as appearing in the Cheque book)																			
(बैंक से आपूर्त एमआईसीआर1 चेक पर अंकित कूट संख्या। कृपया यह सुनिश्चित करने के लिए कि बैंक का नाम ,शाखा का नाम एवं कूट तथा खाता संख्या सही है ,अपने बैंक का निरस्त किया हुआ चेक संलग्न करें/ Code number appearing on the MICR1 cheque supplied by the Bank. Please attach a cancelled cheque of your bank for ensuring accuracy of the bank name, branch name & code and Account Number)																				
आईएफएससी कू IFSC CODE2	आरटीजीएस अंतरण के लिए For RTGS transfer		एनईएफटी अंतरण के लिए For NEFT transfer																	

4. अधिदेश के प्रभावी किए जाने की तिथि

Date from which the mandate should be effective :

मैं एतद् द्वारा घोषित करता हूँ कि ऊपर दिए गए विवरण सही और पूर्ण हैं। यदि अपूर्ण या गलत सूचना के कारण लेनदेन (भुगतान (में कोई बिलम्ब होता है या भुगतान नहीं हो पाता है ,तो मैं सिडबी / आईडीबीआई बैंक को उसके लिए उत्तरदायी नहीं बनाऊँगा। मैं यह भी वचन देता हूँ कि यदि मेरे खाते के विवरण में कोई परिवर्तन होगा ,तो मैं उसकी सूचना दूँगा ,ताकि **भा.रि.बैंक के आरटीजीएस/एनईएफटी** के माध्यम से राशि जमा किए जाने के प्रयोजन के लिए अभिलेख अद्यतन किए जा सकें।

I hereby declare that the particulars 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**.

स्थान/Place : _____

दिनांक/Date : _____

हस्ताक्षर

पार्टी/प्राधिकृत हस्ताक्षरकर्ता के

Signature of the party / Authorized

Signatory

प्रमाणित किया जाता है कि ऊपर दिए गए विवरण हमारे अभिलेख के अनुसार सही हैं।

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

बैंक की मुहर/Bank's stamp :

दिनांक/Date :

(बैंक के प्राधिकृत अधिकारी के हस्ताक्षर /

Signature of the Authorized Official from the Banks)

टिप्पणी : यदि आरटीजीएस/एनईएफटी संबंधी कोई प्रभार होगा ,तो उसका वहन पार्टी करेगी।

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

1, 2: आईएफएससी/एमआईसीआर के बारे में टिप्पणी

भारतीय वित्तीय प्रणाली कूट एक अक्षरांकीय/वर्णांकीय कूट है ,जो भारत में किसी बैंक-शाखा की अनन्य रूप से पहचान के लिए बनाया गया है। यह 11 अंकों का कूट है ,जिसमें प्रथम 4 अक्षर बैंक के कूट को दर्शाते हैं ,जबकि पाँचवाँ अंक नियंत्रण अंक के रूप आरक्षित है)वर्तमान में पाँचवें स्थान पर 0 है (तथा शेष अंक शाखा की पहचान हैं। चेक पर अंकित एमआईसीआर कूट)चुम्बकीय स्याही अंक पहचान (में 9 अंक होते हैं ,जिनसे बैंक-शाखा की पहचान होती है। भा.रि.बैंक ने सभी बैंकों को सूचित किया है कि वे अपने ग्राहकों को जारी किए जाने वाले चेक पत्रकों पर आईएफएससी मुद्रित कराएँ। कोई ग्राहक भी अपनी बैंक-शाखा से संपर्क कर उस शाखा का आईएफएस कूट प्राप्त कर सकता है।

1, 2: 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.

10.7. Annexure – VII EMD /Bid Security Form**EMD / Bid Security Form****(Sample Format - TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER)****[To be included in Minimum Eligibility Bid Envelope]****To: SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA**

WHEREAS (Name of Vendor) (hereinafter called the 'the Vendor') has undertaken, in pursuance of **Request for Proposal (RFP) No. 400/2021/1560/BYO/ITV dated April 21, 2020** for (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 situated at ----- have agreed to give a performance guarantee in lieu of EMD of ₹ ----- (Rupees ----- only) on behalf of the Vendor.

We -----**Bank** further undertake not to revoke and make ineffective the guarantee during its currency except with the previous consent of the buyer in writing.

We ----- Bank do hereby unconditionally and irrevocably undertake to pay to SIDBI without any demur or protest, merely on demand from SIDBI, 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 the SIDBI 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 SIDBI 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:

1. Any time or waiver granted to the vendor;

2. The taking, variation, compromise, renewal or release of or refusal or neglect to perfect or enforce any rights, remedies or securities against the vendor;
3. 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;
4. 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;
5. 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;
6. any change in constitution of the vendor;
7. 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

.....

.....

10.8. Annexure – VIII Non-Disclosure Agreement

Non-Disclosure Agreement

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

[To be included in Minimum Eligibility Bid Envelope]

WHEREAS, we, _____, having Registered Office at _____, (hereinafter referred to as the COMPANY, which expression shall include its successor and permitted assignees) are agreeable to execute “**Procurement of Oracle Software Licenses**” as per scope defined in the **Request for Proposal (RfP) No: 400/2021/1560/BYO/ITV dated April 21, 2020** for Small Industries Development Bank of India, having its Head office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and office at, Swavlamban Bhavan, Plot No. C-11, G Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai - 400 051 (hereinafter referred to as the BANK) and,

WHEREAS, the COMPANY understands that the information regarding the Bank’s Infrastructure shared by the BANK in their Request for Proposal is confidential and/or proprietary to the BANK, and

WHEREAS, the COMPANY understands that in the course of submission of the offer for the said RfP and/or in the aftermath thereof, it may be necessary that the COMPANY may perform certain jobs/duties on the Bank’s properties and/or have access to certain plans, documents, approvals, data or information of the BANK;

NOW THEREFORE, in consideration of the foregoing, the COMPANY agrees to all of the following conditions, in order to induce the BANK to grant the COMPANY specific access to the BANK’s property/information, etc.;

The COMPANY will not publish or disclose to others, nor, use in any services that the COMPANY performs for others, any confidential or proprietary information belonging to the BANK, unless the COMPANY has first obtained the BANK’s written authorisation to do so;

The COMPANY agrees that information and other data shared by the BANK or, prepared or produced by the COMPANY for the purpose of submitting the offer to the BANK in response to the said RfP, will not be disclosed to during or subsequent to submission of the offer to the BANK, to anyone outside the BANK;

If a court finds any provision of this agreement invalid or un-enforceable, the remainder of this agreement shall be interpreted so as best to affect the intent of the parties.

The COMPANY shall not, without the BANK’s written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the BANK in connection therewith, to any person(s) other than those employed/engaged by the COMPANY for the purpose of submitting the offer to the BANK and/or for the performance of the Contract in the aftermath. Disclosure to any employed/ engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.



Yours sincerely,

Date Signature of Authorised Signatory ...

Place Name of the Authorised Signatory ...

Designation ...

Name of the Organisation ...

Seal ...

10.9. Annexure – IX Statement of Deviations

[To be included in Minimum Eligibility Bid Envelope]

Bidders are requested to provide details of all deviations, comments and observations or suggestions in the following format with seal and signature. You are also requested to provide a reference of the page number, state the clarification point and the comment/ suggestion/ deviation that you propose as shown below.

SIDBI may at its sole discretion accept or reject all or any of the deviations, however it may be noted that the acceptance or rejection of any deviation by SIDBI will not entitle the bidder to submit a revised commercial bid.

Further, any deviation mentioned elsewhere in the response other than in this format shall not be considered as deviation by SIDBI.

PROCUREMENT OF ORACLE SOFTWARE LICENSES - List of Deviations (Tender No.: 400/2021/1560/BYO/ITV dated April 21, 2020)			
S. No.	Clarification point as stated in the tender document	Page / Section Number in RfP	Comment/ Suggestion/ Deviation
1.			
2.			

Date: Signature of Authorised Signatory:

Place: Name of the Authorised Signatory:

Designation:

Name of the Organisation:

Seal :

10.10. Annexure – X Pre-Contract Integrity Pact

PRE-CONTRACT INTEGRITY PACT

{To be submitted on non-judicial stamp paper of requisite value}

[To be included in Minimum Eligibility Bid Envelope]

1 General

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at _____ place ___ on ---- day of the month of -----, 2020 between Small Industries Development Bank of India, having its Head Office at 15, Ashok Marg, Lucknow – 226001 and inter alia, its Corporate Office at Swavlamban Bhavan, C-11, G-Block, Bandra-Kurla Complex, Bandra(E), Mumbai 400051 (hereinafter called the “BUYER”/SIDBI, 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 appoint consultant for carrying out **Procurement of Oracle Software 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 corporation set up under an Act of Parliament.

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 facie 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 disfavour 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 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.
- The term 'relative' for this purpose would be as defined in Section 2 (77) of the Companies Act, 2013.
- 3.13 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 ₹ /- as Earnest Money/ Security Deposit, with the BUYER through any of the following instrument.
- (i) Bank Draft or a Pay Order in favour of Small Industries Bank of India, Payable at Mumbai.
- (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER immediately on demand without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- 5.2 Earnest Money/Security Deposit shall be valid till the date of bid validity as mentioned in the RfP.
- 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.
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

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 five 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/is not supplying similar products /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/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 is in the process of appointing 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 from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later in case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the 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

SIDBI

Witness

Witness

1. _____

1. _____

2. _____

2. _____

10.11. Annexure - XI Declaration regarding Clean Track Record

[To be included in Minimum Eligibility Bid Envelope]

Date:

The General Manager (ITV)

Small Industries Development Bank of India,
3rd Floor, Swavlamban Bhavan, Plot No. C-11, G Block
Bandra Kurla Complex (BKC), Bandra (E),
Mumbai - 400 051

Dear Sir,

Declaration Regarding Clean Track Record

[RfP No : 400/2021/1560/BYO/ITV dated April 21, 2020]

I have carefully gone through the Terms & Conditions contained in the RFP No. **400/2021/1560/BYO/ITV dated April 21, 2020** regarding "Procurement of Oracle Software Licenses".

1. We hereby declare that our company has not been debarred/ blacklisted by any Public Sector Bank, RBI, IBA or any other Government / Semi Government organizations in India **during last 03 years**.
2. We also undertake that, we are not involved in any legal case that may affect the solvency / existence of our firm or in any other way that may affect capability to provide / continue the services to bank.
3. I further certify that I am competent officer in my company to make this declaration that our bid and its terms & conditions is binding on us and persons claiming through us and that you are not bound to accept a bid you receive.

We further declare that we are eligible and competent as per the eligibility criteria given by the bank and the information submitted by the company in **Annexure-II & Annexure-III** is true and correct and also able to perform this contract as per RFP document.

Thanking you,

Yours sincerely,

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

END OF RFP