



भारतीय लघु उद्योग विकास बैंक
Small Industries Development Bank of India

ओरेकल फॉर्म और रिपोर्ट 6i (डी 2 के) से ओरेकल फॉर्म और रिपोर्ट 12 सी में प्रौद्योगिकी उन्नयन हेतु प्रस्ताव का आमंत्रण (आरएफपी)

Request for Proposal (RfP) for Upgrade of Technology for Applications in Oracle Forms and Reports 6i (D2K) to Oracle Forms and Reports 12c

भारतीय लघु उद्योग विकास बैंक
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SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA
MSME Development Center, C-11, 'G' Block,
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Glossary

Acronym	Description
BG	Bank Guarantee
DC	Data Centre
DR	Disaster Recovery
EMD	Earnest Money Deposit
LOI	Letter of Intent
OEM	Original Equipment Manufacturer
PBG	Performance Bank Guarantee
PMO	Project Management Office
PO	Purchase Order
RfP	Request for Proposal
TAT	Turn-Around-Time
TTT	Train The Trainer
SoW	Scope of Work
POC	Proof of Concept
6i (D2K)	Oracle Forms and Reports 6i (D2K)
DFS	Direct Finance System

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1. Critical Information/ महत्वपूर्ण सूचना

(RfP No: 400/2018/1315/BYO/ITV dated 17/03/2018)

S No. 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	मार्च 22, 2018 / March 22, 2018	5:00 PM
2.	पूर्व-बोली बैठक (पूर्व-बोली बैठक के बाद कोई भी स्पष्टीकरण नहीं दिया जायेगा) / Pre Bid meeting (no clarifications would be given after pre-bid meeting) Address for Pre-Bid Meeting Small Industries Development Bank of India, MSME Development Centre Plot No. C-11, G Block, Bandra Kurla Complex , Bandra (E), Mumbai- 400 051	मार्च 23, 2018 / March 23, 2018	11:00 AM
3.	बोली जमा करने की अंतिम तिथि / Last date for submission of bids	अप्रैल 12, 2018 / April 12, 2018	3:30 PM
4.	पात्रता बोली खोलने की तिथि व समय / Date & Time of Opening of Eligibility bid	अप्रैल 12, 2018 / April 12, 2018	4:00 PM
5.	बोली जमा करने का पता / Address for Bid Submission		
	The Deputy General Manager (ITV) Small Industries Development Bank of India B – 4, Information Technology Vertical, SIDBI Towers 15 Ashok Marg, Lucknow Uttar Pradesh - 226 001		
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 120 दिन तक / 120 days from the last date of bid submission	
8.	सिडबी अधिकारियों के संपर्क विवरण / Contact details of SIDBI officials	itv_projects@sidbi.in	
		Debashish Das, AM (Systems) 022-67221480, debashishd@sidbi.in	
		Priti Shrivastava, AGM (Systems) 022-67221483, pritisri@sidbi.in	
9.	बयाना जमा राशि / Earnest Money Deposit	Rs. 4,00,000/- (Rupees Four Lakhs Only)	

2. Introduction and Disclaimers

2.1. Purpose of RfP

This request for proposal document ('RfP document' or RfP) has been prepared solely for enabling SIDBI to select & shortlist a service provider (vendor) for carrying out the upgrade of technology of applications from Oracle Forms and Reports 6i to Oracle and Reports 12c, which would include supply of licenses of Oracle Forms and Reports 12c, installation, configuration, implementation, upgrade the current environment of Forms and Reports 6i[D2K] to Forms and Reports 12c, migration of Direct Finance System (DFS) developed in Forms and Reports 6i[D2K] on turn key basis to Forms and Reports 12c and provide resources for migration of all other applications developed in Forms and Reports 6i [D2K] to Forms and Reports 12c with no change in functionality, design, flow and user interface. The 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 SIDBI and any successful Bidder as identified by SIDBI, after completion of the selection process as detailed in this document.

2.2. 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.

2.3. For Respondent only

The RfP document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent" or "the Bidder").

2.4. Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arise in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of

Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

2.5. 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 Recipient / Respondent.

2.6. No Legal Relationship

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

2.7. 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.

2.8. 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.

2.9. 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.

2.10. Errors and Omissions

Each Recipient should notify SIDBI of any error, omission, or discrepancy found in this RfP document but not later than twelve business days prior to the due date for lodgment of Response to RFP.

2.11. Acceptance of Terms

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

2.12. Requests for Proposal

Recipients are required to direct all communications related to this RfP, through the nominated Points of Contact details as follows :

Contact Person / Department	Designation	Email ID	Telephone
Information Technology Vertical	Vertical / Department	itv_projects@sidbi.in	022-67221480
Pranab Acharya	AGM	pranab@sidbi.in	
Priti Shrivastava	AGM(Systems)	pritisri@sidbi.in	
Debashish Das	AM (Systems)	debashishd@sidbi.in	

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.

2.13. Notification

SIDBI will notify all short-listed Respondents in writing or by mail as soon as practicable about the outcome of their RfP. SIDBI is not obliged to provide any reasons for any such acceptance or rejection. However, the Bank, on the specific request of the bidders, may furnish reasons for rejecting a tender.

3. Background

3.1. About SIDBI

Small Industries Development Bank of India (SIDBI), set up on April 2, 1990 under an Act of Indian Parliament, acts as the Principal Financial Institution for the Promotion, Financing and Development of the Micro, Small and Medium Enterprise (MSME) sector and for Co-ordination of the functions of the institutions engaged in similar activities.

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.

Detailed information on the functions of the bank is provided on the website www.sidbi.in.

3.2. IT Infrastructure - Existing Setup

3.2.1. Current Setup

SIDBI has its Datacenter at Mumbai and DR Site at Chennai. All the applications are hosted at Datacenter and the same are accessed over MPLS VPN. In the event of failure of Datacenter, DR Site is activated. Most of the application servers are configured in load balancing mode. There is sufficient level of clustering build at the virtualization / application level for VMWare, Citrix and Web Application servers as well. Currently, Bank has adopted VMWare technology for virtualization.

Development, maintenance and support of most of the business applications are done in-house. Some of the applications are outsourced for development on need basis. Most of the legacy applications have been developed in Oracle Forms and Reports 6i (D2K) and are being used with Oracle 11g Database. All the applications have been deployed centrally at the Datacenter using VMWare, Citrix XenApp and Web Servers. The present architecture is client-server architecture with the business logic distributed in the client as well as in the database stored in form of procedures and triggers. Currently, all the applications have been deployed centrally at the Data Centre using Citrix XenApp and Web Servers. Applications are accessed over WAN using Citrix web client or Internet browser. The client machines need to have Citrix web client and J-Initiator (Java utility) installed to access the applications. Application access over internet is enabled for selected applications for few customers and Bank's Officers (on need basis), using Access Gateway.

4. Scope of Work

Small Industries Development Bank of India, hereafter referred to as 'SIDBI' or "Bank' intends to:

1. Upgrade the Technology of its applications from Oracle Forms and Reports 6i (D2K) to Oracle Forms and Reports 12c.
2. Migration of Direct Finance System (DFS) in 6i (D2K) to Forms and Reports 12c Application on turn key basis.
3. Hiring of resources for migration of Forms and Reports of all other existing applications in 6i (D2K) to Forms and Reports 12c (To be carried out simultaneously at Mumbai and Lucknow under the guidance of SIDBI IT Team).

SIDBI will provide Oracle Database 11g environment and the required Hardware at Data Center (DC) & Disaster Recovery (DR) site for Oracle Forms and Reports 12c environment.

Shortlisted Bidder (Vendor) has to supply of licenses of Oracle Forms and Reports 12c, install, configure, implement, upgrade the current environment of 6i[D2K] to Forms and Reports 12c, migration of Direct Finance System (DFS) developed in 6i[D2K] on turn key basis to Forms and Reports 12c and provide resources, as mentioned in scope, for migration of all other applications developed in Forms and Reports 6i [D2K] to Forms and Reports 12c with no change in functionality, design, flow and user interface.

4.1. Project Organisation:

The project deliverables are indicated as follows:

1. Delivery of all required software licenses for Oracle Forms and Reports 12c, install, configure, implement, upgrade the current environment of 6i[D2K] to Forms and Reports 12c in DC & DR.
2. Migration of existing Direct Finance System (DFS) in 6i[D2K] in Bank to new environment of Forms and Reports 12c.
3. Provide resources for migration of all other existing applications in 6i (D2K) to Forms and Reports 12c (To be carried out simultaneously at Mumbai and Lucknow under the guidance of SIDBI IT Team).
4. User Acceptance Testing (UAT) and Roll-out in Production (DC) & DR.
5. Training and Documentation

4.2. Delivery Schedule and Project Plan

1. The bidder is required to deliver the products and services including the delivery of all required licenses, migration of the DFS application and provide resources for migration of other applications developed in 6i[D2K] to Forms and Reports 12c environment as per scope of the project within **4 months** from the date of execution of the procurement contract.

2. The selected bidder has to submit a detailed project plan before execution of the contract for implementation of the project. Plan should include at least following milestones:
 - a) Delivery of all required software licenses for Oracle Forms and Reports 12c, configure, implement, upgrade the current environment of 6i[D2K] to Forms and Reports 12c in DC & DR.
 - b) Requirement study, finalization of System Requirement Study (SRS) document, Detailed Architecture and Design Documents.
 - c) Migration of existing Direct Finance System (DFS) in 6i[D2K] in Bank to new environment of Forms and Reports 12c.
 - d) Engage selected bidder's resources for migration and migrate all other existing applications in 6i (D2K) to Forms and Reports 12c (To be carried out simultaneously at Mumbai and Lucknow under the guidance of SIDBI IT Team).
 - e) Migration, Configuration and Implementation at Development & UAT environment.
 - f) UAT and Roll-out in Production & DR, as applicable.
 - g) Training.
 - h) Documentation
3. Plan submitted by the selected bidder will be mutually finalized after discussion between Bank and the selected Bidder. Plan such finalized will be tracked for delivery and Liquidated damage / penalty shall be calculated based on the respective milestones defined in it.
4. The bidder shall handle all matters relating to the installation, configuration, customization, integration, coordination with other stakeholders in the Bank and operation of the system including but not limited to system interfaces, performance, documentation, user manual documentation and training for the successful implementation of the system.

4.3. Resource Plan for the Project

1. The bidder will arrange for skilled and experienced resources for successful implementation of the project.
2. The bidder must also include a detailed resource plan in its bid response describing the Project Management and identify Implementation Teams' composition. It shall define the roles and responsibilities of each.

4.4. Project Kick-off

1. Date of execution of the procurement contract would be considered as the date of kick-off.
2. After the kick-off, the vendor would start implementation of the project as per plan submitted and approved by the Bank.

4.5. Scope of Work (SoW) details :

Work dimensions mentioned in the following sub-sections will be part of the entire Scope of Work (SoW) under this RfP document and shortlisted bidder will be responsible to deliver the same as a whole.

4.5.1.Product - Purchase / Subscription of Software Licenses:

Requirement of following license components has been arrived at after discussion with Oracle based on existing software inventory with the Bank and requirement of the upgrade for the purpose. The bidder is to satisfy itself on licensing requirement to implement the upgraded solution and bring to notice of the Bank in case of any discrepancy is found in sizing of the licenses to meet the requirement of the Bank. As estimated, following Software Licenses/Subscriptions are to be delivered and implemented in the Bank:

Sr. No.	Particulars	No. Of Licenses
1	Processor based licenses for Oracle Forms and Reports 12c at DataCenter (DC)	16
	Processor based licenses for Oracle Forms and Reports 12c at Disaster Recovery (DR) site	8
2	Oracle Linux subscription and its implementation on Servers at DC and DR	**
3	Oracle Virtualization Machine solution (OVM) to be implemented on the servers at DC and DR	**

****Bidder has to propose the number of licenses based on solution architecture**

4.5.2.Service - Installation and configuration of the Environment:

The bidder will perform the following activities for implementation of the solution:

- Installation and configuration of Oracle Linux and OVM Servers at DC and DR.
- Creation and configuration of following environments:
 - Production environment at Data Centre (DC)
 - Development &UAT environment at DC
 - DR environment
- Installation and configuration of Oracle Forms and Reports 12c for all above three environments at DC and DR.
- Configuration at Application Server, Middleware, Forms Server, Reports Server and Client level to access the applications through Web-browser
- Configuration of utilities/libraries required for the features used in the existing applications and enabling new features of Forms and Reports.
- ⊖ Configuration for use of various components of the solution as required in Oracle Forms & Reports 12c.
- Installation of Form Migration Assistant for migration of existing applications developed in Oracle Forms and Reports 6i(D2k) to 12c.

- Resolution of all technical issues faced with the solution during installation and configuration.
- Application access over internet is enabled for selected applications for few customers and Bank's Officers (on need basis), using Access Gateway, vendor must incorporate the necessary security features.

4.5.3. Migration of DFS Application

There are many business and administrative applications developed in Oracle Forms and reports 6i[D2K]. Each user in SIDBI has been allotted a single user-id and access to various applications is based on the parameters such as Branch, User level and roles assigned in each application. SIDBI has developed its own single sign-on architecture that provides access to the various applications when the user logs in. Though an application is used by many users, internally each application talks with the database using a single database user-id.

Direct Finance System (DFS) application is one of the critical applications of Bank which is developed in-house in 6i[D2K] catering to the various direct credit needs of the Bank viz, Term Loan, EMI loans, Working Capital, Guarantee, etc. It is integrated with various other applications of the Bank. The high-level functionalities (but not limited to) of the DFS Application are mentioned below:

- Read files (Text, CSV, Delimited, Excel), validate and load the data in the database.
- Generate bilingual reports in PDF having text and images, store the reports in database and send the same to customers through mail.
- Generating bilingual reports in HTML, Excel etc.
- Send SMS and Mails with / without attachment.
- Encryption / Decryption utility.
- Text I/O, WinApi, D2KUtil etc. has been used for various functionalities.
- Other functionality not mentioned in the above list.

The shortlisted bidder is required to migrate the entire DFS application along with its all functionalities on turnkey basis without any change in functionality, design, flow and user interface so that the migrated application will run in web environment to be accessible through web-browser.

The Application Log-On Module (SSO Module) is also part of this migration activity.

The approximate number of Forms, Reports, Menus and PLLs to be migrated for DFS Application is mentioned below:

Particulars	Count
Forms (FMB)	50
Reports (RDF)	16
Menu	02
PLL	16

Note :

- Migration of DFS application must be completed within **15 person-days** and UAT may be completed in **7 person-days**.
- The migrated forms and Reports will be first deployed in the UAT environment. UAT will be done by SIDBI users with the help of shortlisted bidder.
- Migrated Application will be deployed on Production environment after successful UAT.
- Post-migration, the applications in Bank should be accessible to users as-is with no change in functionality, workflow, user interface etc.
- Post-migration, the applications in Bank should be accessible to users using web browser (IE and Chrome).
- Application should be compatible in Bilingual (Both Hindi & English). The user interface of the application should have the font, headings, labels etc. in Bilingual and should be able to capture data, save data in database and show data in Bilingual format.
- Bidder has to provide hands-on training to SIDBI IT Team during the migration.

Shortlisted Bidder will have to do all necessary modifications in application to migrate all the functionalities in existing application in 6i[D2K] to Forms and Reports 12c environment with no change in functionality, design, flow and user interface. Bidder has to do all the required changes in application / environment to enable the application to run in Forms and Reports 12c environment.

4.5.4.Hiring of Resources

The successful bidder is required to provide resources for migration and development of the all other applications developed in 6i[D2K] in Bank.

There are approximately 650 forms (FMB) and 600 (RDF) in all the applications. SIDBI will manage the migration of the existing applications with the resources provided by the shortlisted bidder. The migration activity needs to be completed within **three months** from the start of the migration process.

The migration of the existing applications in 6i[D2K] to Forms and Reports 12c will involve following activities (But not limited to) :

- **Forms (FMB):**
 - Migrate existing applications in 6i[D2K] to Oracle Forms and Reports12c.
 - Replace / re-develop of obsolete codes / utilities / functions used in the existing applications by new features of Forms and Reports 12c, if any. Any utilities / functions error encountered during migration must be suitably modified / replaced / rectified.
 - Changes in FMB for Report invocation / generation, if any.
 - Application should be compatible in Bilingual (Both Hindi & English). The user interface of the application should have the font, headings, labels etc. in Bilingual and should be able to capture data, save data in database and show data in Bilingual format.

- Resolution of any other feature / functionalities which is deprecated and errors encountered during migration.
- **Reports (RDF):**
 - Convert Character Mode reports to default mode.
 - Improvement in the layout.
 - Report should be compatible in Bilingual (Both Hindi & English).
 - Configuration for Unicode and Bilingual PDF Reports.
 - Changes in FMB for Report invocation / generation, if any.
 - Reports may be converted to HTML format using procedures in Oracle Forms.
 - Resolution of any other feature / functionalities which is deprecated and errors encountered during migration.
- **UAT and deployment in Production environment**
 - Extensive Unit Testing of each module needs to be carried out before deployment in UAT.
 - End-To-End UAT of all applications and guide SIDBI Users for UAT-Execution.
 - Deployment in Production environment after UAT-Sign Off.

Shortlisted Bidder will have to do all necessary modifications in application to migrate all the functionalities in existing application in 6i[D2K] to Forms and Reports 12c environment with no change in functionality, design, flow and user interface. Bidder should do all the required changes in applications / environment to enable the application to run in Forms and Reports 12c environment.

Note :

- The migrated forms and Reports will be first deployed in the UAT environment. UAT will be done by SIDBI users with the help of shortlisted bidder.
- Migrated Application will be deployed on Production environment after successful UAT.
- Post-migration, the applications in Bank should be accessible to users as-is with no change in functionality, workflow, user interface etc.
- Post-migration, the applications in Bank should be accessible to users using web browser (IE and Chrome).
- Application should be compatible in Bilingual (Both Hindi & English). The user interface of the application should have the font, headings, labels etc. in Bilingual and should be able to capture data, save data in database and show data in Bilingual format.
- Bidder has to provide hands-on training to SIDBI IT Team during the migration.

The bidder should quote the person-month rates for resources having the required experience to be deployed on-site in Lucknow and Mumbai for the entire project:

S.No	Particulars	Experience	Location	Number	Duration
1	Administrator-cum-Developer having experience in development and deployment of Forms and Reports, sound knowledge of WebLogic configuration settings and WebLogic Administration	3 to 5 years and above in relevant area	Mumbai	1	3 months may be extended for a period of 1-2 months
2	Developer having experience in Forms and Reports development and deployment.	2 to 3 years in relevant area	Lucknow	3	3 months may be extended for a period of 1-2 months

Note: Resources involved in the migration of DFS application will not be counted in the number of hired resources.

4.5.4.1. Terms and conditions for resources

- Bank will like to have prior discussion with the resource members, being posted for the job to find out their suitability and decide to accept his/her services.
- Before deploying these resources at SIDBI location, shortlisted bidder should declare and provide experience certificates of the resources, Background Verification Certificate, Bio-data of the resources as a proof of the work experience. SIDBI will evaluate the Bio-data and discuss with the resources for selection before deployment. After confirmation from SIDBI, selected resources may be deployed.
- Shortlisted Bidder and all the deployed resource members will be required to sign the declaration form as per bank's IT security policy or any other similar guideline issued by the bank during the course of the project.
- Shortlisted Bidder shall ensure to carry out the due-diligence background check of all the resources deployed during the course of the project.
- Shortlisted Bidder has to take approval / permission from Bank for bringing in their own equipment (laptop / pen drives / PCs/ Tablets/ Media /iPAD and similar devices).
- Resource members deployed by Shortlisted Bidder will be subjected to the disciplines, office decorum, etiquettes as applicable to any other resource member of the bank.
- Deployed resource members have to make their own arrangement for accommodation, transport (including in case of night shift or late sitting in the office).
- Resource members deployed by Shortlisted Bidder have to make their own arrangement of lunch/snacks/breakfast etc. Alternately, same facility may be availed at bank's lounge at a cost, as charged by the caterer.
- All the deployed resources should have good communication skills and must be conversant with both English and Hindi.
- If any specific work could not be completed due to poor manpower quality, the successful bidder is required to provide a suitable substitute. Any change of resource during the period of project should be done only with the prior written approval from SIDBI except in the case of retirement, resignation or termination of the employment

of the team member of the successful bidder. For whatsoever reason provided, the target for schedule of work should not be suffered.

- The successful bidder will not have the right to use/ reproduce the software in whatsoever manner even after the end of this contract.
- The successful bidder shall be responsible to ensure that all the persons employed by them in execution of the work in connection with the execution of this project shall not describe to any third party, without prior written permission from SIDBI, any information furnished to them by SIDBI or which may be necessary in carrying out their obligation under this contract and shall treat all such information as confidential.
- The successful bidder shall warrant absolute satisfactory performance of the system component developed and delivered in terms of contract during the validity period of contract. The successful bidder shall extend full operational support in respect of such system component during the contract period and shall undertake to remove all bugs that may be noticed during this period.
- SIDBI will provide the desktop computers or laptops to the deployed resources based on requirement.

4.5.4.2. Working Days / Hours

SIDBI office time and holiday calendar shall be applicable for resources deployed on site.

Following is the service window to be followed by Vendor:

Service Scope	Service Window
Working hours will be advised to the selected bidder. Staggered duty may be considered beyond normal office hours, if required.	As per SIDBI's working hours; Presently 8 hrs x 5 days (Monday to Friday)

4.5.4.3. Leaves and Holidays

- SIDBI holidays will be applicable for the hired resources. In case required, the resources will have to work beyond normal working hours and holidays.
- In case of resource requirement on holiday / Saturday /Sunday, additional payment will be made, on the basis of proportionate amount (person-day rate) of the cost for respective category as mentioned in Commercial Bid.
- On need basis, resource requirement on holiday / Saturday/ Sunday will be informed in advance by SIDBI. After intimation from SIDBI, vendor is required to extent the resource support on holiday / Saturday /Sunday(s).
- A person month will comprise of 22 days to arrive at person day rate for broken periods less than one month.

4.5.5.Performance Tuning

The shortlisted bidder shall undertake and it will be responsible for improvement of performances of migrated applications, Databases, Application Server etc. (Wherever required) including archiving thereof as per existing practice.

4.5.6.No change in functionality and user interface

Shortlisted Bidder will have to do all necessary modifications in application to migrate all the functionalities in existing application in 6i[D2K] to Forms and Reports 12c environment with no change in functionality, design, flow and user interface. Bidder has to do all the required changes in applications / environment to enable the application to run in Forms and Reports 12c environment.

Bidder has to ensure that no functionality, workflow, user interface will be changed during migration. If any change is required it has to be carried out after proper approval of the SIDBI and all such changes should be properly documented.

4.5.7.Training

Training program will be conducted in **SIDBI, Lucknow**. The bidder should quote unit-rates for Training activity :

Sr. No.	Particulars	Number of participants	Duration
1.	<p><u>Training on Administration :</u></p> <p>1) Training on operations, maintenance, support & administration for software / hardware/ Database / OS / Middleware, application architecture and all other related components for Forms and Reports 12c.</p> <p>2) Configuration and functionalities required for implementation of various utilities and features and deployment of new and existing applications.</p> <p>3) All the new functionalities those are released as a part of WebLogic Application Server related to Forms and Reports are also required to be covered in Training.</p> <p>4) Performance Tuning at application / database / middleware etc.</p>	10 – 15 Users	2 days
2	<p><u>Training on Development :</u></p> <p>1) Training on Oracle Forms and Reports 12c on the migration, development and deployment of the applications.</p> <p>2) All the new functionalities those are released as a part of Forms and Reports 12c are also required to be covered in Training.</p>	10-15 users	3 days

4.5.8.Documentation

Comprehensive documentation on the following aspects:

- Implementation, installation and configuration of the Oracle forms and reports 12c Servers, WebLogic Application Server, Fusion Middleware, various features, functionalities, utilities etc.
- Migration, modification, configuration, development, deployment and maintenance of the Applications in Forms and Reports 12c.
- Installation, implementation and configuration of Oracle Linux, OVM etc.

4.6. Support Services / Others

- The shortlisted bidder shall be required to provide handholding support for a minimum period of one year (Warranty period) after the final acceptance.
- Bank intends to upgrade the technology of the applications and migrate its existing application in 6i[D2K] to Forms and Reports 12c. Post-upgrade of technology and migration of applications, the shortlisted bidder must extend 1 year warranty and support for any configuration/utility issues without any additional cost.
- The performance improvement / tuning / load balancing required at Application Server / Middleware / Database / Application level must be done by the shortlisted bidder without any additional cost.
- The work would also involve re-installation and un-installation of the above tasks, if situation so warrants, until the migrated software is accepted by the user and during the warranty period.
- The bidder shall verify whether existing infrastructure like server(s), switches, UPS points, cables, etc. for connectivity to servers / back up media are sufficient and advise the additions/ improvements required to the Bank to make provision before commencement of testing
- The shortlisted bidder shall undertake and complete fine tuning of the application and database including archiving thereof as per existing practice.
- The bidder should be able to provide additional resources during the project period on the same rate.
- If the resource provided by the bidder is not found suitable even after having the required experience, the bidder will be required to provide for replacement at the earliest.
- The successful bidder will provide the resume of the resources who will working on the project.
- SIDBI will interview them for suitability before finalising the team.
- Bidder has to provide hands-on training to SIDBI IT Team during the migration.
- During migration and support period, new/latest patches update to be made with no additional costs.

4.7. Project Location:

- The Data Centre is currently located at SIDBI, Mumbai and the DR site is at Chennai.

- Installation, configuration of the Oracle Linux Server, OVM and Application Server must be done at **Mumbai** for DC and DR.
- Supply, installation, implementation and configuration of all the required licensed for all the software components for DC & DR for Production, Development and UAT environment at DC Location at **Mumbai**.
- The Application Development Team is currently situated at Lucknow & Mumbai. Bidder has to provide resources as mentioned in **Section 4.5.4**.
- Migration activity for DFS application will be carried out at **Lucknow**.
- Migration of other applications are required to be carried out from **Lucknow and Mumbai** as mentioned in **Section 4.5.4**.

4.8. Project Duration

Project must be completed by the successful bidder within **4 months** from kick-off date** of the project.

*** Project has to be kicked off within one month from date of PO.*

5. 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.

5.1. Guideline on Submission of Bids

The Bidders are required to comply with the following CVC guidelines:

5.1.1. Either the Indian bidder on behalf of the OEM or OEM itself can bid but both cannot bid simultaneously in the same tender.

5.1.2. The Bidder cannot submit more than one proposals in response to this RfP.

The decision of SIDBI shall be final and binding in this regard.

5.2. Pre-bid Meeting

5.2.1. The Bank shall hold a pre-bid meeting 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 by the Bank after the pre-bid meeting.

5.2.2. It would be the responsibility of the Bidder's representatives to be present at the venue of the meeting.

5.2.3. Clarification sought by bidder should be made in writing (Letter/E-mail etc.) and submitted on or before the date as indicated in the Critical Information sheet. Bank has discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.

5.2.4. 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 keep on checking the websites for any update before final submission of bids.

5.2.5. 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.

5.3. Amendment to the bidding document

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

5.3.2. 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.

5.3.3. The amendment will be posted on Banks website (www.sidbi.in) and CPP portal (<http://eprocure.gov.in>).

5.3.4. 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.

5.4. Language of Bid

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

5.5. Documents Comprising the Bid

The bid shall consist of **Eligibility Bid and Commercial bid**.

5.6. Bid Currency

Bids should be quoted in **Indian Rupee only**.

5.7. Earnest Money Deposit (EMD):

5.7.1. All the responses must be accompanied by a refundable INTEREST FREE security deposit of amount of **Rs. 4,00,000/- (Rupees Four Lakh only) towards EMD**.

5.7.2. 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 16 months from the last date of submission of bid and strictly in the format as prescribed in ANNEXURE – IX EMD /BID SECURITY FORM.

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

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

5.7.5. 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; OR

The RfP process is closed / scrapped by the bank.

5.7.6. Successful Bidder will be refunded the EMD amount / BG only after submission of Performance Bank Guarantee (PBG) by the bidder.

5.7.7. In case the submission of PBG is delayed, successful bidder shall extend the validity of BG towards EMD extended for a period of additional three months or till the date of submission of PBG whichever is earlier.

5.7.8. 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 or fails to furnish Performance Bank Guarantee.

In all the above cases, the bidder would also be banned for a period of 3 years from subsequent bidding in any of the Bank's (SIDBI) tenders.

5.8. Period of Validity of Bids

5.8.1. Prices and other terms offered by Bidders must be firm for an acceptance period of **120 days** from the last date of bid submission.

5.8.2. In exceptional circumstances, the Bank may solicit the Bidder's 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.

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

5.9. Deadline for submission of Bids

5.9.1. The bids must be received by the Bank at the specified address not later than the date/time specified in "Critical Information" section.

5.9.2. 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.

5.9.3. 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.

5.10. 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.

5.11. Modification And/ Or Withdrawal of Bids:

- 5.11.1.**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.
- 5.11.2.**The Bid modification or withdrawal notice must be on bidder's letterhead, signed and sealed. A withdrawal notice may also be sent by email and followed by a signed confirmation copy received by the Bank not later than the deadline for submission of bids
- 5.11.3.**No request for modification or withdrawal of Bid will be entertained after the deadline for submission of bids.
- 5.11.4.**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.

5.12. Opening of Bids by the Bank

- 5.12.1.**On the scheduled date and time mentioned in the 'Critical Information' page above, Eligibility will be opened by the designated Committee of the Bank in presence of Bidders' representatives. It is the responsibility of the bidder's representative to be present at the time, on the date and at the place specified in the tender document. The bidders' representatives who are present shall sign a register / document evidencing their attendance.
- 5.12.2.**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 Eligibility bid in their absence.
- 5.12.3.**The name of participating bidders and presence / absence of requisite EMD and Tender Form/bid cost (if any) and such other details as the Bank, at its discretion may consider appropriate will be announced at the time of-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.
- 5.12.4.**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.

5.13. Pre-Contract Integrity Pact (IP) & Independent External Monitor (IEM)

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-XVI** on the non-judicial stamp paper of requisite value (cost of stamp paper to be borne by the bidder) applicable at the place of its first execution

The Bidders are requested to note that in reference to the Central Vigilance Commission (CVC) Circular, Bank has appointed Shri. Ashok Sinha (IAS Retd.) as an Independent External Monitors (IEM) in consultation with the Central Vigilance Commission. Name and Address of the IEM are as follows :

Shri Ashok Sinha, (IAS Retd.)
13 Yayati, Sect-58A, Nerul (West)
Palm Beach Road,
Navi-Mumbai 400706
Email Id – asinha51@gmail.com

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

- 5.14.1.**SIDBI is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, GoI.
- 5.14.2.**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).
- 5.14.3.**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.
- 5.14.4.**Agencies/ Bidders desirous of availing exemptions/ preference under above provisions should submit a self-attested certified copy of proof of Registration as MSEs / and ownership of the same by SC/ST along with the bid response to this tender/RFP.

5.15.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.

5.16.Documents to be submitted

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

Envelope #	Bid Contents	No. of Copies	Label of Envelope
1	<p><u>Pre-Qualification / Eligibility</u></p> <p>a) DD/ Pay Order / BG for Rs. 4,00,000/- (Rupees Four Lakhs only) towards EMD. The BG should be as per format given in Annexure – IX - EMD /BID SECURITY FORM /BG. (Softcopy in CD)</p> <p>b) Bid Forwarding Letter as per Annexure – I. (Softcopy in CD)</p> <p>c) General Information about the bidder along with Documentary evidence as per Annexure – II. (Softcopy in CD)</p> <p>d) Documentary evidence establishing that the Bidder is eligible to Bid and is qualified to perform the contract i.e., Eligibility Criteria as per Annexure – III. (Softcopy in CD). (Softcopies of all documentary evidences should also be submitted in CD)</p> <p>e) Masked Commercial Bid without indicating the price as per Annexure –IV should be submitted. (Softcopy in CD)</p> <p>f) MANUFACTURER AUTHORISATION FORMAT (MAF) as per Annexure – V. (Softcopy in CD)</p> <p>g) Undertaking of authenticity – Annexure – VI (Softcopy in CD)</p> <p>h) Power of Attorney for authorized signatory – Annexure – VII. (Softcopy in CD)</p> <p>i) Bank Mandate Form – Annexure – VIII. (Softcopy in CD)</p> <p>j) Non-disclosure agreement as per Annexure – X. (Softcopy in CD)</p> <p>k) STATEMENT OF DEVIATIONS as per Annexure – XIII (Softcopy in CD)</p> <p>l) PRE-CONTRACT INTEGRITY PACT as per Annexure – XIV (Softcopy in CD)</p> <p>m) DECLARATION REGARDING CLEAN TRACK RECORD as per Annexure – XV (Softcopy in CD)</p> <p>n) Data sheets/printed literature of all the components being quoted. (Softcopy in CD)</p> <p>o) Infrastructure Details Annexure – XVI (Softcopy in CD)</p> <p>p) Reference Sites as per Annexure – XVII (Softcopy in CD)</p>	01	<p>“Eligibility Bid”</p> <p>RFP FOR UPGRADE OF TECHNOLOGY OF APPLICATIONS IN ORACLE FORMS AND REPORTS 6i(D2K) TO 12C - RfP No 400/2018/1315/BYO/ITV dated 17/03/2018</p>

Envelope #	Bid Contents	No. of Copies	Label of Envelope
3	Commercial Bid Commercial Bid as per Annexure – IV .	01	“Commercial Bid” RFP FOR UPGRADE OF TECHNOLOGY OF APPLICATIONS IN ORACLE FORMS AND REPORTS 6i(D2K) TO 12c - RfP No 400/2018/1315/BYO/ITV dated 17/03/2018

5.16.2.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 – IX** is to be submitted.

5.16.3.The bidder to note that, under no circumstances the Commercial Bid should be kept in Technical Bid Covers. The placement of Commercial Bid in Pre-qualification / Technical Bid covers will make bid liable for rejection.

5.16.4.The Bidder shall seal the bids in non-window envelopes, superscribing the nature of bid (i.e. Eligibility, Technical 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.

5.16.5.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.
- Submission by Fax / Email 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 <http://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 RfP.

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

Deputy General Manager (ITV)
Small Industries Development Bank of India
B – 4, Information Technology Vertical, SIDBI Towers
15 Ashok Marg, Lucknow
Uttar Pradesh - 226 001

5.16.7.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.

6. Eligibility Criteria

Proposals of bidders not complying with the 'Eligibility Criteria' or who fail to submit documentary evidence thereon are liable to be rejected and will not be considered for further evaluation.

The proposal of the bidder should adhere to the following Eligibility Criteria :

S.N	Criteria	Proof to be Submitted
1	The bidder should be the Authorized Partner of Oracle dealing in Oracle Forms and Reports.	Certificate from Oracle (in original) specifically with reference of this RfP in the name of the bidder to supply licenses for the proposed software.
2	The Bidder should either be a partnership firm, LLPs or a limited Company under Indian Laws, Government Organization / PSU/ PSE or autonomous Institution approved by GOI / RBI.	Partnership firm: Certified copy of Partnership Deed OR Limited Company: Certified copy of Certificate of Incorporation and Certificate of Commencement of Business. For other eligible entities: Applicable documents. Certificate of Incorporation / Registration certificate
3	The Bidder must be an enterprise operating in the field of Oracle Forms and Reports (Version 6i to 12c) for last 5 years as on the last date of submission of bid. (In case of mergers / acquisition / restructuring or name change, the date of establishment of the earlier / original partnership firm / limited company will be taken into account).	Copy of Work order / agreement from the enterprise and its completion certificate. (5 Years will be calculated from the date of RfP).
4	The bidder should have positive net worth and cash profit [i.e., no cash loss] in 2 years out of last 3 years.	Copies of Audited Balance Sheet for FY 15 & FY 16 and Audited / CA Certified Balance Sheet for FY 17.
6	The Bidder should have a minimum number of 15 full time professional on its sufficient Manpower to handle similar assignments and related services.	Self-declaration by authorized signatory of the Bidder on Bidder's Letterhead.
7	The Bidder must submit proof of its own one onsite (customer's premises) experience in India for upgrade and migration of older version of Forms and Reports to Forms and Reports 11g / 12c. Reference of such experience where the implementation activity is complete as on the last date of submission of bids, will only be considered.	Copy of work order along with completion certificate for completed projects. Completion certificate issued by the customer must indicate the date of implementation and sign-off of the solution.
8	Bidder should not have been blacklisted by any PSU or Public Sector Bank or RBI or IBA or any other Government entity as on the last date of submission of Bid.	Self-declaration regarding Clean Track Record as per format Annexure XVII enclosed.

S.N	Criteria	Proof to be Submitted
9	Oracle should authorize the bidder to quote their products in the present RfP of SIDBI.	MAF from Oracle as per format given in Annexure –VII need to be enclosed.
10	The bidder should submit Pre-Contract Integrity Pact as per format provided in Annexure XVI	Pre-Contract Integrity Pact duly signed by authorized signatory on non-judicial stamp paper of requisite value (cost to be borne by the bidder) as per format given in Annexure XVI need to be enclosed.
11	The bidder should be ready to provide the required support at Mumbai and Lucknow Location of SIDBI	Self-declaration by authorized signatory of the Bidder on Bidder's Letterhead.

The bidder is to submit documentary evidence for all the above points along with **Annexure-III – Eligibility Criteria.**

A summary of experience mentioned by the bidder for the point # 6 above, must be enclosed with the Eligibility Bid, giving the following details:

1. Name of the Client, Number of branches.
2. Scope of the Project.
3. Project Deliverables.
4. Details of the software licenses delivered.
5. Details of the migration carried out.
6. Date of award of Contract.
7. Date of commencement of the Project.
8. Date of successful commissioning/final sign-off of the Project by customer.
9. Client reference details (Contact Person, E-Mail ID, Address, Mobile,).

(Above details are MANDATORY and are to be included by the bidder in the Eligibility Bid. Without the above details, the Bid is liable to be rejected.)

The bidder needs to provide the details of resources who would be carrying out the installation, configuration and migration of Forms & Reports. After selection, SIDBI would take the interview of the resources and select the appropriate resource for carrying out the work.

7. Evaluation Methodology

7.1. Objective

7.1.1. The objective of this evaluation methodology is to facilitate selection of a vendor for ensuring technically superior and professional services at optimal cost.

7.1.2. The project is based on fixed cost and the selected bidder has to deliver the services as per scope of the project.

7.2. Clarification of bids

7.2.1. 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.

7.2.2. Any deviations from the specifications should be clearly brought out in the bid.

7.2.3. Bidder to quote for entire package on a single responsibility basis for the goods and services it proposes to supply under the contract.

7.3. Examination of Bids

7.3.1. 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.

7.3.2. 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.

7.3.3. 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.

7.3.4. 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.

7.3.5. 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. 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.

7.3.6. 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.

7.3.7. 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.

7.3.8. Bids without EMD / Bid security in the proper form and manner will be considered non-responsive and rejected.

7.3.9. All the documentary proofs are to be submitted along with the bid wherever applicable. Bank may seek specific clarifications from any or all the Bidder(s) during any stage of evaluation. All the clarifications received within the stipulated time shall be considered for evaluation. In case satisfactory clarifications are not received from the bidders within the stipulated time, the respective eligibility or technical parameters, as applicable, would be treated as non-compliant and decision to qualify the bidder shall be accordingly taken by the Bank.

7.4. Evaluation Process

7.4.1. The Bank has adopted a two bid process in which the Bidder has to submit following bids in two separate envelopes at the time of submission of bids as stipulated in this document

- a. Eligibility Bid
- b. Commercial Bid

7.4.2. Eligibility Criteria Bid' will be opened in front of bidders' representatives on the day of bid opening. The Bank shall first evaluate the 'Eligibility Criteria Bid' and shortlist the eligible bidders for commercial evaluation.

7.4.3. The bidder should satisfy all the eligibility criteria as specified in the tender to be considered for commercial evaluation at 2nd and final stage.

7.4.4. 'Commercial bids' shall be opened at 2nd and final stage only for the short listed bidders out of eligibility criteria evaluation. Final selection of bidder will be based on lowest commercial price (L1) quoted by the bidder.

7.4.5. The evaluation by the Bank will be undertaken by a Committee of officials or/and representatives formed by the Bank and its decision will be final.

7.5. Commercial Evaluation

7.5.1. In this phase, the Commercial Bids of the Bidders, who are found eligible in previous phase, will be taken for commercial evaluation.

7.5.2. Bidders who do not qualify the eligibility commercial evaluation will not be invited for opening of commercials. The date for opening of commercial bids will be separately communicated.

7.5.3. All values will be added and arrived at total derived commercial bid cost for each bidder. Such derived costs of all the bidders will be compared to determine the L1

bidder having lowest derived commercial bid cost, and the rest of the bids shall be ranked in ascending order of lowest cost as L2, L3, L4 and so on.

7.6. Arithmetic errors correction

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

7.6.2. 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 bidder does not accept the correction of errors, its bid will be rejected.

7.6.3. 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.

7.6.4. 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.

7.6.5. If the price details given in sub-head wise tables in commercial bid format do not match with prices given in Cost Summary in same commercial bid format, price details given in sub-head wise tables will be taken as correct and Cost Summary table will be corrected accordingly. If the bidder does not accept the correction of errors, its bid will be rejected.

7.7. Award of Contract

7.7.1. The L1 bidder will be selected for further discussion for placing Purchase Order (PO) or Letter of Intent (LOI) and finalize contract /subject to satisfying all the terms and conditions defined in this tender document.

7.7.2. Bidder may please note that unit rates of the cost items, mentioned in the commercial bid, must be honoured by the bidder under same terms and conditions mentioned in this tender document whenever Bank requires those products/services in any number and in addition to what is mentioned in the scope of this tender document, during the contract period. Separate purchase order will be issued at the contracted rate by the Bank as and when required.

7.7.3. Bidders may please note that Bank reserves the right not to hire or hire Administrator-cum-Developer during the contract period depending on its requirement. It may also be noted that Bank reserves the right to hire Administrator-cum-Developer as many as it requires and the bidder will be required to honour the same.

8. Special Terms and Conditions

8.1. Price

- 8.1.1.** All the prices should be given in the format given in **Annexure VI**.
- 8.1.2.** The prices quoted, shall remain valid till the period of contract.
- 8.1.3.** Prices quoted by the bidders should include and/or other applicable taxes (if any), transportation costs, back to back support with OEM during warranty/ATS, insurance costs, training etc., till the bid validity period.
- 8.1.4.** 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, changes in costs related to the materials and labour or other components or for any other reason.
- 8.1.5.** Bidder will be entirely responsible for all applicable present and future, duties, levies, charges, license fees, GST and/or other applicable taxes (if any) etc., in connection with delivery of goods / services at site including incidental services and commissioning.
- 8.1.6.** 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.
- 8.1.7.** No other cost whatsoever will be paid by SIDBI.

8.2. Terms of Payment

1. The successful Bidder/Vendor has to submit the Performance Bank Guarantee (PBG) mentioned in section **Annexure XIV** before release of payment by the Bank towards the first milestone. It may please be noted that submission of PBG is the prerequisite before SIDBI starts releasing payment to the bidder under this contract.

Payment for Software and its Implementation

- a) Payments will be made in a phased manner as indicated below :

Payment Milestones	Payment in %ge of Respective Cost Component	
	Software Cost (Licenses - including 1 year warranty)	Implementation Cost
Submission of Performance Bank Guarantee (PBG) is the prerequisite before making any payment		
Delivery of Software licenses	50	0
Installation, configuration, implementation in DC (Production, UAT & Development environment) and DR	20	30
Migration of DFS Application in (Production, UAT & Development environment) and DFS Go-Live and acceptance.	20	40
Training and Documentation	10	30

Note : Payment of Resources hired for development and migration of other applications will be done on actual basis.

&& Payment towards Final Acceptance milestone will be made after the validity of PBG is ensured to cover performance security for (16) sixteen months contract period + THREE months (claim period) starting from the date of Final Acceptance of the solution.

- 8.2.1.** All the payments will be made by SIDBI, Mumbai electronically through RTGS/ NEFT. Hence, Bidder to submit Bank Mandate Form (as per **Annexure -X**) along with cancelled cheque in original with technical bid.
- 8.2.2.** Bidder will be required to furnish the documentary proof of delivery [delivery challan] and installation report duly signed by SIDBI officials, proof of back-to-back warranty arrangement certificate (**Annexure - VII**) while claiming the appropriate payment for hardware items.
- 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 respective activities / milestones.

8.3. Go – live

8.3.1. The solution will deem to be Go–Live after all the required components of the solution are deployed, tested, system is smoothly running post-UAT, as per the expectation of the Bank and issuance of Final Acceptance letter.

8.3.2. The date of Final System Acceptance letter will be considered as Go-Live date for the solution.

8.4. Acceptance Criteria

Acceptance of the solution will be done as follows :

Acceptance Type	Acceptance criteria
Final Acceptance	<p>b) Delivery of Oracle Forms and Reports 12c Software licenses, Delivery of Oracle Linux and Oracle Virtualization Machine (OVM) Solution (As given in Scope of Work in Chapter 4 of this RfP document).</p> <p>c) Installation, upgrade, implementation and configuration of Oracle Forms and Reports 12c and Oracle Linux and Oracle Virtualization Machine (OVM) Solution at DC and DR. Creation of Production, Development, UAT and DR environment.(As given in Scope of Work in Chapter 4 of this tender document).</p> <p>d) Migration of DFS application and all other existing application in Forms and Reports 12c .</p> <p>e) Trainings are to be completed, training material and all other documentations to be delivered as per scope.</p> <p>f) Solution is smoothly running for 30 days post Go-live.</p>

8.4.1. Bank will issue letter for Final acceptance subject to meeting the acceptance criteria as mentioned above. The date of letter will be accordingly treated as 'Date of Final Acceptance' respectively.

8.5. Warranty and ATS - Scope

1. The Bidder shall consider and envisage all services that will be required for the maintenance of the system. During warranty and ATS period, the vendor will ensure smooth functioning of the solution.
2. Warranty and ATS will cover software support for all components of the software products supplied under this tender. All upgrades, updates, patches, new version

releases will be provided during ATS period free of cost and will also be applied and implemented by the vendor, if the Bank desires.

3. Modifications, bug fixation, resolving performance issues for all software products, supplied under this tender, shall be carried out by the bidder during warranty and ATS period without any extra cost. These services will include customization, configuration, implementation and development of workflow carried out by the bidder under the scope of this tender.
4. Warranty and ATS services would include support services for all components like Operating System (OS), Application Server, Web Server, System Software, 3rd party tools, Database/Application Software and tuning to enhance the performance of the overall system.
5. Warranty and ATS services would include troubleshooting, performance tuning, applications of patches, bug fixing, improvements in presentation and /or functionality, resolving issues for audit/regulatory compliance and others.
6. Service would include software documentation management reflecting changes/upgrades in features and functionality of the solution.

8.6. Warranty and Annual Technical Support (ATS) – Terms & Conditions

7. Warranty of the solution will start from the date of Final acceptance of the solution and remain valid for one year. Annual Technical Support (ATS) services for software will start after completion of warranty period and same will be extended by the bidder, if desired by the Bank.
8. Bidder will extend hand holding Support during Warranty and ATS period.
9. All software components being proposed by the bidder for the solution must be mentioned specifically and **should have back-to-back technical support arrangement throughout contract period.**
10. The bidder will warrant all the software components against defects arising out of faulty design, solution architecture issues, bugs, inefficient coding, integration issues etc. of the software. The bidder will provide support for all software components including dependencies on operating system during the warranty period.
11. The warranty and ATS should cover all components including updates, upgrades of software, maintenance or support for its proper operation, performance and output as specified in the tender technical specifications for a period of 1 year from the date of final acceptance by the Bank at no extra cost to Bank.
12. The bidder should provide changes and upgrades with regard to changes in statutory requirements to the Bank at free of cost during the contract period. Also the bidder should provide and implement functionality changes as required by the Bank during the contract period.
13. Warranty and ATS arrangement should be back to back with respective OEM for maintenance, providing support services, updates, upgrades.

14. **Termination of Warranty / ATS contract [if contracted]:** Bank will terminate the ATS contract on occurrence of the following:
 - a) Material(s) default by either party in the performance of any of its obligations to the other under this Agreement, if same is not cured within thirty days after written Notice thereof.
 - b) Without prejudice to any other right or remedy, upon the filing of a petition in bankruptcy or insolvency by or against the other, or upon any act of bankruptcy, including a condition of insolvency, or should the other make an assignment for the benefit of creditors, and the appointment of a receiver subsequent to such filing, act, or assignment.
 - c) Bidder's failure to meet the performance requirement specified herein.
15. During the Warranty and ATS period, the Bidder will have to undertake system maintenance.
16. The Bank shall promptly notify the Bidder in writing / e-mail / fax of any claims arising under this warranty and ATS period. Upon receipt of such notice the Bidder shall repair / fix without any cost to the Bank.
17. Any corruption in the software shall be rectified during the period of the contract including warranty/ATS, if contracted, at no extra cost to the Bank.
18. The Bidder will periodically update bank on new features as and when released by the OEM through technical sessions, trainings etc. during contract period.

8.7. Liquidity damages for Default in Delivery

- 8.7.1.** If the vendor fails to deliver the Software items within stipulated period in line with the finalized project plan, Bank will impose a penalty of 1% of the order value of the late delivered item for each weeks delay or part thereof, subject to maximum of 10% of value of the late delivered items.
- 8.7.2.** In case the delay exceeds TEN 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.
- 8.7.3.** If orders are cancelled due to non-delivery, the vendor may be debarred by Bank for participating in any future tenders floated by Bank for a period of 3 years.

8.8. Liquidity damages for Delay in Implementation Services

- 8.8.1.** If the vendor fails to complete implementation and rollout of application within the stipulated period in line with the finalized project plan, Bank will impose a penalty of 0.5% of the order value of cost of software and implementation services for each week's delay or part thereof, subject to maximum of 5% of value of the cost of Software and implementation services.
- 8.8.2.** However, no penalty will be imposed for the durations leading to delays in implementation due to reasons solely attributable to the Bank.

8.9. Liquidated damages for absence of resource(s)

8.9.1. Bidder shall ensure the availability of resources as per defined Service Window mentioned in the RfP for hiring of resources. Any absence beyond the prescribed leave of absence shall attract liquidated damages as under in case stand-by resource with similar profile is not arranged by the Service Provider as per defined requirement:

Allowed leave of absence per month	Liquidated damages beyond leave of absence	
	where continuous leave of absence <= 10 working days	where continuous leave of absence > 10 working days
01 day	<ul style="list-style-type: none"> 110 % of the Man Day cost 	<ul style="list-style-type: none"> 120% of the Man Days cost

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”, “SI”, “Service Provider” means the respondent to the RFP document and after signing the contract they refer to the party with whom SIDBI signs the contract to deliver the services under this tender document.
- 9.1.3.** ‘Successful Bidder’ refers to the bidder who gets selected by the bank after completion of evaluation process.
- 9.1.4.** “RFP” or “Tender” or “tender” or “RfP” or ‘Bid document’ means the ‘Request for Proposal’ document.
- 9.1.5.** “Bid” may be referred to as ‘Offer’.
- 9.1.6.** “The Contract” means the agreement entered into between the Bank, represented by its MSME Development Centre, Mumbai office 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;
- 9.1.7.** “Contract Price” or “Contract Value” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- 9.1.8.** “Authorised Signatory” of the bidder is the person in favour of whom bidder is submitting power of attorney along with response to this bid.
- 9.1.9.** “The Solution” or “The System” or “Solution” or “System” means all the software components being proposed by the bidder in response to this tender document for the Bank to Upgrade the technology from Oracle Forms and Reports6i (D2K) to Oracle forms and Report 12c and migration of the existing application to the upgraded technology
- 9.1.10.** “ATS” means Annual Technical Support of Software support which is extended by OEM for their software.
- 9.1.11.** “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other services, such as installation of software, commissioning, requirement study, development, provision of technical assistance, training and other such obligations of the Supplier covered under the Contract.
- 9.1.12.** “The Project Site” means
1. Small Industries Development Bank of India
B – 4, Information Technology Vertical, SIDBI Towers
15 Ashok Marg, Lucknow
Uttar Pradesh - 226 001

2. MSME Development Centre
Small industries Development Bank of India
C-11, G-Block
Bandra Kurla Complex
Bandra (East)
Mumbai 400051

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. Ownership with OEM for implementation of solution

- 9.4.1.** Success of the software project depends on successful implementation of the solution. OEM of the Oracle Forms and Reports 12c will have the ownership and responsibility to ensure successful implementation of the selected solution. In case the bidder fails to implement the solution, it will be responsibility of the OEM of the software solution to get it implemented either by some other 3rd party authorised vendor or by itself. OEM will submit a certificate as per format given in the **Annexure- VII**.
- 9.4.2.** Additionally, liquidated damage as applicable for delay in implementation will also be applicable on the bidder as defined in this tender and applicable penalty amount will be deducted before making final payment to the bidder.

9.5. Governing language

- 9.5.1.** 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.
- 9.5.2.** The technical documentation involving detailed instruction for operation and maintenance, users' Manual, training material, Standard Operating Procedure (SOP)

etc. are to be delivered for all components of the solution. The language of the documentation should be English.

9.6. Applicable laws

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

9.6.2. Jurisdiction of Courts

The courts of India at **Mumbai** have exclusive jurisdiction to determine any proceeding in relation to the Contract/Agreement. These provisions shall survive the Contract/Agreement.

9.7. 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 therefrom.

9.8. 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.

9.9. Performance Bank Guarantee (PBG)

A. During Contract Period

9.9.1. The performance guarantee is to be submitted within ONE month from the date of contract and before releasing any payment by the Bank.

9.9.2. Contract period will commence from the date of Final Acceptance of the solution and hence validity of Performance Bank Guarantee (PBG) is linked to the final acceptance of the solution.

9.9.3. The successful Vendor/Bidder will submit a Performance Bank Guarantee (PBG) initially for a period of 16 (Sixteen) months + THREE months (claim period) for an amount equivalent to **10% of the total of the Software Cost, Implementation Cost and Training** from a Scheduled Commercial Bank in the format specified by the Bank within 30 days from the date of Contract for indemnifying Bank against any default / failure in execution of contract, as per the format provided by Bank in **Annexure XIV**. In the event of the Vendor failing to make and maintain a security deposit in the manner aforesaid, the vendor shall be liable for forfeiture of the EMD money with SIDBI submitted by them during submission of bid and SIDBI shall be entitled to cancel the work order.

9.9.4. Based on Final Acceptance of the solution, the successful Vendor/Bidder will extend the PBG, submitted in the beginning of the project, to cover performance security for 16 months contract period + THREE months (claim period) starting from the date of Final Acceptance of the solution. Payment towards Final Acceptance milestone will be made after the PBG is suitably extended as per this clause.

B. Beyond Contract Period

9.9.5. In case Bank decides to extend ATS of the software beyond contract period and if the successful bidder wants payment of ATS amount in advance, it shall provide Performance Security in the form of an unconditional Performance Bank Guarantee (PBG) from a scheduled commercial Bank for an amount equivalent to annual ATS value and valid for 15 months (including claim period of 3 months) from the date of start of ATS. The PBG is to be submitted annually for the ATS period.

9.10. Insurance

9.10.1. The Bidder is responsible for acquiring insurance for all components, equipment and software. The goods supplied under the Contract shall be fully insured.

9.10.2. The insurance shall be for an amount equal to 110% of the Cost, Insurance and Freight (CIF) value of the Goods delivered to SIDBI covering "All Risks" (fire, burglary, natural calamities such as Earth quake, floods etc.) valid till one month from the date of delivery. If the vendor fails to obtain insurance cover and any loss or damage occur, the vendor will have to replace the items with new ones without any cost to the Bank.

9.10.3. Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India, transport to such place of destination in India, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier

9.10.4. Should any loss or damage occur, the Bidder shall

1. Initiate and pursue claim till settlement, and
2. Promptly make arrangements for replacement of any damaged item/s irrespective of settlement of claim by the underwriters.

9.11. Delivery and Installation

A. Delivery

- 9.11.1.**The Bidder should deliver the software and services as per finalized project plan.
- 9.11.2.**Delivery of the Goods shall be made by the Supplier in accordance with the terms of the Contract. The bidder should take responsibility of the Goods till it reaches the delivery destination as informed by Bank, transport to such place of destination in India, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier.
- 9.11.3.**Products shall be supplied in a ready to use condition along with all Cables, Connectors, Software Drivers, Manuals and Media etc.
- 9.11.4.**Bidder shall arrange the Road Permits or any other document wherever required. Any letter required for this will be given by the Bank.
- 9.11.5.**The Bank will not be in a position to supply Form-C or Form-D and bidder will have to arrange for Form 31 or 32 or any other road permit, if required, on behalf of SIDBI.

B. Installation/Implementation

- 9.11.6.**The Bidder shall configure install the hardware and integrate with existing network (LAN/WAN/SAN).Oracle Forms and Reports 12c along with Oracle Linux OS, OVM, Application server, web server, middleware, database etc. will be installed and configured by the bidder.
- 9.11.7.**The Bidder to explain the Bank officials the details of all the features and functionality of the solution.
- 9.11.8.**After completion of acceptance test the bidder should obtain sign-off in the format of Final Acceptance certificate as per **Annexure –XIII** from the Bank official.
- 9.11.9.**Installation/Implementation will be treated as incomplete in one/all of the following situations:
1. Non-delivery of any hardware, software or other components viz. accessories, documentation, software/ drivers media mentioned in the order.
 2. Non-delivery of supporting documentation.
 3. Delivery, but no installation of the components and/or software.
 4. Improper integration, configuration and migration .
 5. System operational, but unsatisfactory to the Bank.
- 9.11.10.**The Bank will consider the inability of the Bidder to deliver or install or implementation the equipment/solution within the specified time limit, as a breach of contract and would entail the payment of Liquidation Damages on the part of the Bidder.
- 9.11.11.**The liquidation damages represent an estimate of the loss or damage that the Bank may have suffered due to delay in performance of the obligations (relating to delivery,

installation, operationalisation, implementation, training, acceptance, warranty, maintenance etc. of the deliverables) by the Bidder.

9.11.12.The Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum as specified in this tender document.

9.11.13.The software components to be delivered, installed and maintained (including support) at the following location:

1. Small Industries Development Bank of India
B – 4, Information Technology Vertical, SIDBI Towers
15 Ashok Marg, Lucknow
Uttar Pradesh - 226 001
2. MSME Development Centre
Small industries Development Bank of India
C-11, G-Block
Bandra Kurla Complex
Bandra (East)
Mumbai 400051

9.12. Delivery and Documents:

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

9.12.1.Original copy of the delivery challan, duly signed with name, designation, date and seal of the office concerned affixed.

9.12.2.Original copy of Supplier's invoices showing contract number, goods description, quantity, unit price, taxes and total amount;

9.12.3.The Supplier is responsible for all unpacking and installation of Products. The Supplier will ensure that all systems along with software have been commissioned as per scope for successful and continuous operation.

9.13. Change / Modification in Location of Delivery and Installation

Bank wants to install and implement the solution at DC, Mumbai and DR site, Chennai. However, in case of any change of location for DC and DR at Mumbai (including Navi Mumbai and Thane) and Chennai respectively, the bidder has to provide delivery, installation, warranty and ATS services as per the contract at new locations.

However if the hardware items are already delivered and if the modifications of locations is made after delivery, the bidder shall carry out installation and commissioning at the modified locations. The Bank in such cases shall bear the shifting charges and the bidder will arrange for shifting of the material to the alternate locations at mutually agreed price. The OEM Warranty/ATS should remain valid and applicable to the altered locations also.

9.14. Forfeiture of performance security

The Bank shall be at liberty to set off/adjust the proceeds of the performance guarantee towards the loss, if any, sustained due to the supplier's failure to complete its obligations under the contract. This is without prejudice to the Bank's right to proceed against the Supplier in the event of the security being not enough to fully cover the loss/damage.

9.15. No Commitment to Accept Lowest or Any Offer

9.15.1. The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.

9.15.2. The Bank will not be obliged to meet and have discussions with any bidder and/ or to entertain any representations in this regard.

9.15.3. 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.

9.16. 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 during pre-bid meeting exercise.

9.17. Contacting the Bank

9.17.1. 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.

9.17.2. 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.

9.18. 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.

9.19. 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.

Staff deployed by the service provider shall never be deemed to be appointed by the bank nor shall they be under its service conditions.

9.20. Termination

9.20.1. Prior to the delivery of the hardware and software items, the 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.

9.20.2. The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:

1. Failure of the successful bidder to accept the contract;
2. Delay in delivery beyond the specified period;
3. Delay in completing installation, implementation and acceptance beyond the specified periods;

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

9.21. 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.

9.22. 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:

9.22.1. "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.

9.22.2. "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.

9.22.3. 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.

9.23.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.

9.24.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.

9.25.Confidentiality

9.25.1.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 -XII** on non-judicial stamp paper of appropriate value at the time of submission of bids.

9.25.2.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.

9.26.Limitation of liability

Save and except the liability under Section of “IPR Infringement” and “Indemnity provision” in **Clause 9.28**and **Clause 9.34**respectively hereinbelow, 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.

9.27. 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.

9.28. Rights to Visit

- 9.28.1.** 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.
- 9.28.2.** 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.
- 9.28.3.** 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.
- 9.28.4.** 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.

9.29. Audit

- 9.29.1.** 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 under this tender.
- 9.29.2.** 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.

9.29.3. Audit under this clause shall be restricted to physical files related to the services being extended by the vendor under this tender. Audit shall be conducted during normal business hours and on normal working days after informing the bidder in advance.

9.30. 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.

9.31. 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.

The bidder should ensure all statutory and regulatory compliance towards: ESIC & EPFO – All bidders have to ensure that the resources deployed at SIDBI sites are compliant as per the guidelines of ESIC & EPFO and other Statutory and regulatory compliance as may be applicable from time to time with regards to transactions under RfP. The bidder also has to ensure that they are compliant to the Minimum Wages Act (MWA) for deployment of resources across sites nationwide. The bidder should follow all payout norms as per the MWA in all the states and SIDBI will not be liable for this under any situation. SIDBI may (but shall be obliged) call for proof of such payments by bidder and compliance any other Act/regulations as may be applicable.

9.32. 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.

9.33. Indemnity

9.33.1. 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:

1. Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Bidder under this RfP document; and/or
2. An act or omission of the Bidder, employees, agents, sub-contractors in the performance of the obligations of the Bidder under this RfP document; and/or
3. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank; and/or
4. Breach of any of the terms of this RfP document and/or of the agreement to be entered subsequent to 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

5. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
6. Breach of confidentiality obligations of the Bidder contained in this RfP document; and/or
7. Negligence, fraudulence activities or gross misconduct attributable to the bidder or its employees or sub-contractors; and/or
8. The use of unlicensed and illegal Software and/or allied components by the successful Bidder

9.33.2.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.

9.33.3.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.

9.34. Force majeure

9.34.1.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.

9.34.2.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

9.35.Resolution of Disputes

9.35.1.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.

9.35.2.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.

9.35.3.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.

9.35.4.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;

9.35.5.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.

9.35.6.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.

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

9.36.Survival

9.36.1.Any provision of the Contract/Agreement which, either expressly or by implication, survive the termination or expiration of the Contract/Agreement, shall be complied with by the Parties including that of the provisions of indemnity, confidentiality, nondisclosure in the same manner as if the present Contract/Agreement is valid and in force and effect.

9.36.2.The provisions of the clauses of the Contract/Agreement in relation to Documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of the Contract/Agreement and in relation to confidentiality, the obligations continue to apply unless SIDBI notifies the Vendor of its release from those obligations.

9.37.No Set-off, counter-claim and cross claims

In case the Vendor/ Bidder has any other business relationship with SIDBI, no right of set-off, counter-claim and cross-claim and or otherwise will be available under this Contract/Agreement to the Vendor/ Bidder for any payments receivable under and in accordance with that business.

9.38.Data Ownership

SIDBI has the sole ownership of and the right to use, all data that may be in possession of the Vendor or its representative in the course of performing the services under the agreement that may be entered into. All documents, report, information, data etc. collected and prepared by Vendor in connection with the scope of work submitted to SIDBI will be property of the Bank. The Vendor shall not be entitled either directly or indirectly to make use of the documents, reports given by SIDBI for carrying out of any services with any third parties. Vendor shall not without the prior written consent of SIDBI be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services.

9.39.Representations and Warranties

In order to induce SIDBI to enter into the Contract/Agreement, the Vendor/Bidder hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

- 9.39.1.**That the Bidder is a company which has the requisite qualifications, skills, experience and expertise in providing Information and Communication Technology (ICT) and other Service(s) contemplated hereunder to third parties, the technical know-how and the financial wherewithal, the power and the authority to enter into the Contract / Agreement and provide the Service(s)/Systems sought by SIDBI.
- 9.39.2.**That the Vendor/ Bidder is not involved in any major litigation, potential, threatened and existing, that may have an impact of affecting or compromising the performance and delivery of Service(s) /Systems under the Contract/Agreement.
- 9.39.3.**That the representations made by the Vendor/ Bidder in its bid are and shall continue to remain true and fulfil all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the Contract/Agreement and the Bid Documents and unless SIDBI in writing specifies to the contrary, the Vendor/Bidder shall be bound by all the terms of the bid.

- 9.39.4.**That the Vendor/ Bidder has the professional skills, personnel and resources/authorizations that are necessary for providing all such services as are necessary to perform its obligations under the bid and this Contract/Agreement.
- 9.39.5.**That the Vendor/Bidder shall ensure that all assets including but not limited to software's, licenses, databases, documents, etc. developed, procured, deployed and created during the term of the Contract/Agreement are duly maintained and suitably updated, upgraded, replaced with regard to contemporary and statutory requirements.
- 9.39.6.**That the Vendor/ Bidder shall use such assets of SIDBI may permit for the sole purpose of execution of its obligations under the terms of the bid, Tender or the Contract/Agreement. The Bidder shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.
- 9.39.7.**That the Vendor/Bidder shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep SIDBI, its directors, officers, employees, representatives, consultants and agents indemnified in relation thereto.
- 9.39.8.**That all the representations and warranties as have been made by the Vendor/Bidder with respect to its bid and Contract / Agreement, are true and correct, and shall continue to remain true and correct through the term of the Contract.
- 9.39.9.**That the execution of the Service(s) herein is and shall be in accordance and in compliance with all applicable laws as amended from time to time and the regulatory framework governing the same.
- 9.39.10.**That there are – (a) no legal proceedings pending or threatened against Vendor/ Bidder or its team which adversely affect/may affect performance under this Contract/Agreement; and (b) no inquiries or investigations have been threatened, commenced or pending against the Vendor/ Bidder or its team members by any statutory or regulatory or investigative agencies.
- 9.39.11.**That the Bidder has the corporate power to execute, deliver and perform the terms and provisions of the Contract/Agreement and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the Contract/Agreement.
- 9.39.12.**That all conditions precedent under the Contract/Agreement has been complied.
- 9.39.13.**That neither the execution and delivery by the Vendor/Bidder of the Contract/Agreement nor the Vendor's/ Bidder's compliance with or performance of the terms and provisions of the Contract/Agreement
- (i) will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or governmental authority binding on the Vendor/ Bidder

(ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Vendor/ Bidder is a party or by which it or any of its property or assets is bound or to which it may be subject or

(iii) will violate any provision of the Memorandum and Articles of Association of the Vendor/ Bidder.

9.39.14. That the Vendor/ Bidder certifies that all registrations, recordings, filings and notarizations of the Contract/Agreement and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the Vendor/Bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract/Agreement have been made.

9.39.15. That the Vendor/ Bidder confirms that there has not and shall not occur any execution, amendment or modification of any agreement/contract without the prior written consent of SIDBI, which may directly or indirectly have a bearing on the Contract/Agreement or Service(s).

9.40. If a court finds any provision of this RfP invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.

9.41. NOTICES

Any notice, request or consent required or permitted to be given or made pursuant to the contract that may be entered into pursuant to this RfP shall

be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the RfP. A Party may change its address for notice hereunder by giving the other

Party notice in writing of such change to the address specified in the RfP. SIDBI reserves the exclusive right to make any amendments/ changes to or

cancel any of the above actions or any other action related to this RfP

10. Annexure(s)

Format of the annexures is enclosed as a separate file.

SIDBI