



SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA

**PROPOSALS ARE INVITED
FOR
PROCUREMENT OF ORACLE DATABASE LICENSE - 2010**

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Tender No.:400/2011/683/BYO/ISD (ii) Dated: December 20, 2010

SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA
SME Development Center, C-11, 'G' Block,
Bandra Kurla Complex, Bandra (E), Mumbai - 400 051

RfP - Procurement of Oracle Database Enterprise Edition License with Software Update License & Support

Small Industries Development Bank of India (SIDBI) was established in April 1990. The mission of SIDBI is to empower the Micro, Small and Medium Enterprises (MSME) sector with a view to contributing to the process of economic growth, employment generation and balanced regional development having objective to serve as a single window for meeting financial and developmental needs of MSME sector.

SIDBI is currently implementing Enterprise-wide IT Solution under the project named as "Enterprise System Architecture (ESA)", to adequately support business needs and also provide flexibility to change in tune with future business and environmental changes. It envisages implementation of several components comprising business applications, support applications, business-efficiency enhancement tools, etc. System Integrator (SI) has delivered and implemented required Server hardware, Application Software, Middleware, Storage and Network Security Solution. The ESA solution has been implemented on following HP-RISC server:

Server Make & Model	Configuration	No. Of Server
HP rp4440 Database Cluster (Set of 2 RISC Servers in cluster)	HP rp4440 / 2 x 1 GHz PA 8900 Double core CPU / Scalable to 4 CPU modules, each of double core / 8 GB RAM / 2 x 73 GB Internal / Mirror Disk UX / DVD / Dual Gigabit NIC / 2 x FC HBA / MCSG Operating System : HP UX 11i Version(3)	Two

SIDBI is in the process of configuring Disaster Recovery (DR) Site in order to provide an organized and consolidated approach to recovery activities following any unplanned incident or event, which may interrupt essential data center computing services. Accordingly, SIDBI has procured compatible HP Itanium based server with below mentioned configuration:

Server Make & Model	Configuration	No. Of Server
HP Rx6600	HP rx 6600 with 02 (Dual CPU) Dual Core Itanium CPUs (9140M) @1.66 Ghz and scalable to 4 CPU in future/ 16 GB RAM / 2 x 300 GB SAS HDD with 10,000 RPM configured in RAID 0+1 Operating System : HP UX 11i Version(3)	One

SIDBI intends to procure following licenses of Oracle database for server at DR Site, which would be used with various business and support applications:

Oracle Database (latest Release)			No. of Licenses required
1	A	Oracle RDBMS - Enterprise Edition (Processor Based)	Three
2	B	Software Update License & Support for 1 (A)	Three

In this connection, proposals are invited from authorised Oracle partners / business associates of Oracle for supply of Oracle product Licenses and providing Annual Technical

Services (ATS), in prescribed formats. Proposals along with the following documents must be submitted in a **non window sealed envelope** superscribing "**Rfp - PROCUREMENT OF ORACLE DATABASE LICENSE - 2010**":

1. Forwarding letter as per format given in Annexure IV.
2. Authorisation letter from Oracle indicating that the vendor is an authorised partner/ business associate of Oracle for supply of Oracle product Licenses and to provide Annual Technical Support (ATS). The authorization letter should be valid at least till three months from the last date of submission of RfP.
3. A Demand Draft for **Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand only)** drawn in favour of SIDBI and payable at Mumbai, towards the Earnest Money Deposit (EMD).
5. Commercial Bid in a separate non-window sealed envelope superscribing "**Rfp - PROCUREMENT OF ORACLE DATABASE LICENSE - 2010**".

Proposals completed in all respects should be submitted at the following address **latest by January 07, 2011 by 3:00 PM.**

The bid information, General terms and conditions and commercial bid format are given in the following annexures:

- ❖ Annexure I : Bid Information
- ❖ Annexure II : General Terms and Conditions
- ❖ Annexure III : Format for Commercial Bid
- ❖ Annexure IV : Format of forwarding letter.
- ❖ Annexure V: Format for Performance Guarantee.

The Proposals submitted at any other office of SIDBI or received after due date and time will not be accepted. **Clarifications, if any, may be sought in writing latest by December 27, 2010.** Please note that SIDBI reserves the right to consider/ reject any or all applications without assigning any reason thereof.

RfP - Procurement of Oracle Database License Enterprise Edition with Software Update License & Support

Biding Information Sheet

S. No.	Tender Reference	400/2011/683/BYO/ISD December 20, 2010			
1	Purpose	Procurement of latest release of Oracle Database Enterprise Edition License together with Software Update License & Support. These licenses would be used with various business and support applications.			
2	EMD	Rs. 1,50,000/- (To be submitted as Demand Draft drawn in favour of SIDBI, payable at Mumbai)			
3	No. of Envelopes (Non window, sealed)	01 (One) , containing: 1. Forwarding letter. 2. Authority letter from Oracle. 3. DD towards EMD. 4. Non window, sealed envelope containing commercial bid.			
4	Last Date of Submission of Bids	January 07 2011 by 3:00 PM.			
5	Last Date for seeking clarifications, if any	December 27, 2010			
6	Bid Validity	Three months from the date of submission of bids. i.e. Till April 06, 2011			
7	Address for submission of Bids	THE GENERAL MANAGER (SYSTEMS) SIDBI SME DEVELOPMENT CENTER PLOT No.C-11, 'G' BLOCK, BANDRA KURLA COMPLEX,BANDRA(EAST) MUMBAI - 400 051			
8	Venue, Date and time of opening of Bids, except Commercial Bids.	At 4:00 PM, on January 07 2011, at the address given at Sr. no. 10			
9	Date and time of opening of Commercial Bids.	To be intimated after the evaluation of bids.			
10	Contact Details	SIDBI SME DEVELOPMENT CENTER PLOT No. C-11, 'G' BLOCK, BANDRA KURLA COMPLEX, BANDRA (EAST) MUMBAI - 400 051			
11	Name	Designation	Phone	Fax	E-mail
	Shri C R Sadagoban	DGM (Systems)	67531271	67531236	sadagopan@sidbi.in
	Smt N Uma	AGM (Systems)	67531319		numa@sidbi.in

General Terms and Conditions

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

100% payment after delivery of Oracle licenses and submission of proof of registration with Oracle for Annual Technical Support.
3. SIDBI reserves the right to accept or reject any quotation in full or part, and to suspend this process and reject all quotations or part at any time prior to the award of contract, without thereby incurring any liability to the affected vendors on the grounds of the purchaser's inaction.
4. **Bid Submission:** Vendors should submit the bids strictly in accordance with the information given in the Annexure - I (Bid Information).
5. **Responsive bids:** Bids conforming to the following essential requirements shall be considered as responsive:
 - i. Bids submitted at the prescribed address on or before the stipulated date and time.
 - ii. Bids accompanied with following documents:
 - a Forwarding letter
 - b Authorising letter from Oracle.
 - c DD towards the EMD.
 - d Commercial bids in the prescribed format, in a separate non-window sealed envelope.
6. **Opening of Bids:** Bids, except commercial bids, received within stipulated time, shall be opened as per schedule given in the bid information sheet. As the bids shall be opened in the presence of bidders, bidder may ensure to be present at the venue on stipulated date and time.

7. **Opening of Commercial bids:** Commercial bids shall be opened only for the vendors whose bids shall be found to be substantially responsive. Venue, date and time of opening of the commercial bids shall be intimated, in due course, only to the bidders whose bids are found responsive.
8. **Delivery Schedule:** The contracted vendor shall ensure to deliver the software licenses along with the software media CDs/DVDs within four weeks from the date of award of contract.
9. **Delivery Location:** Delivery of software licenses and the media CDs/DVDs are to be made at our Mumbai office address given below:

General Manager (Systems)
SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA
SME Development Center, C-11, 'G' Block,
Bandra Kurla Complex, Bandra (E),
Mumbai - 400 051
10. **Training :**

Training to four [4] SIDBI officers on Oracle Database 10G : RAC and Oracle Database 10G: Dataguard Administration covering installation, configuration and administration etc. The duration of training shall be 05 days. The hands on training to be provided by OEM/authorized training partner at Mumbai.
11. **Penalty for Default in Services:** If the vendor fails to deliver the items within stipulated time, SIDBI will impose a penalty of 1% of the order value for the late delivered items for each weeks delay or part thereof, subject to maximum of 10% of value of the late delivered items. In case the delay exceeds five weeks, SIDBI reserves the right to cancel the order and in such a case the earnest money deposit (EMD) received from the vendor shall be forfeited.
12. **Earnest Money Deposit (EMD):** Vendors are required to submit EMD as mentioned in the Bid Information Sheet. EMD for the unsuccessful bidders shall be returned upon (i) end of the bid validity period **OR (ii) receipt of the signed contract from the successful bidder, which ever is earlier.** However, the EMD for the successful bidder shall be returned at the time of release of 100% payment. **The EMD will be forfeited if any bidder dishonors its bidding commitments.**

13. **Media Warranty:** The vendor will warrant the CD/DVD Media / software against defects arising out of faulty design, materials and media workmanship etc. for a period of 90 days from the date of delivery. Defective CD/DVD Media / software shall be replaced by the vendor at his own cost, including the cost of transportation.
14. **Indemnity:** The vendor will indemnify SIDBI to the extent of direct damages against all claims, demands, costs, charges, expenses, award, compensations etc. due to vendor's violation of any patents and copy rights.
15. **Force Majeure:** If the performance as specified in this order is prevented, restricted, delayed or interfered by reason of Fire, explosion, cyclone, floods, War, revolution, acts of public enemies, blockage or embargo, Any law, order, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrict trade practices or regulations, Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein, or Any other circumstances beyond the control of the party affected, then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected uses its best efforts to remove such cause of non-performance and when removed the party shall continue performance with utmost dispatch.
16. **Arbitration:** In the event of a dispute or difference or difference of any nature whatsoever between the vendor and SIDBI during the course of the assignment arising as a result of this order, the same will be referred for arbitration to a Board of arbitration. This Board will be constituted prior to the commencement of the arbitration and will comprise two arbitrators and an umpire. Vendor and SIDBI will each nominate an arbitrator to the Board and these arbitrators will appoint the umpire. Arbitration will be carried out at a place mutually decided by Vendor and SIDBI.
17. **Contact Information:** For any clarifications vendor may contact Shri C R Sadagoban, Dy. General Manager (Systems) on 67531271 or Smt N Uma, AGM(System) on 67531319.

Annexure - III**Format - Commercial Bid**

(To be submitted on company letterhead)

**RfP - Procurement of Oracle Database License for Enterprise Edition
together with Software Update License & Support**

Oracle Database		License Metrics	Quantity [A]	Unit Price [B]	Total Price [A*B=C]
1	Oracle RDBMS - Enterprise Edition (EE)	Processor	Three		
2	Software Update License & Support for Oracle RDBMS - (EE) (point 1 above)	Processor	Three		
Total Cost (Rs.) - A					
Taxes - B					
Grand Total (A + B)					

Note :

1. Grand total cost should be inclusive of all taxes, and will be used to arrive at L1 vendor.
2. TDS will be deducted at source as per rules as applicable.
3. SIDBI would reimburse Octroi / entry tax, if any, to the vendor on actuals on production of original Octroi receipts in SIDBI's name.
4. Vendor should be authorised partner / business associate of Oracle for sale of Oracle software Licenses and for providing Annual Technical Support. A copy of authorisation letter from Oracle should be enclosed with the proposal.
5. In case of any deviation in general terms and conditions bids would be liable for rejection.

Date:...../...../2011

Authorised Signatory.

Name:

Designation:

Seal

Forwarding Letter

(To be submitted on company's letter head)

To:

The General Manager (Systems)
SIDBI April
3rd Floor, SME Development Center
C-11, 'G' Block
Bandra Kurla Complex
Bandra (East)
Mumbai - 400 051

Dear Sir,

Your Tender No.: 400/2011/6831/BYO/ISD Dated:December , 2010

This is in reference to your above mentioned tender for the procurement of Oracle Database Licenses & and Software Update License & Support for these products. Having examined the tender document, the receipt of which is hereby duly acknowledged, we the undersigned, hereby submit our proposal along with the necessary documents as mentioned at **Sr. No. 5 of the Annexure II** (General Terms and Conditions) of the tender.

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

Date:...../...../2011

Authorised Signatory.

Name:

Designation:

Performance Guarantee Format
(Sample Format)

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

KNOW ALL MEN BY THESE PRESENTS that in consideration of the Small Industries Development Bank of India (SIDBI), a Corporation constituted and established under the Small Industries Development Bank of India Act, 1989, and having its Head Office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and office at 3rd Floor, SME Development Centre, Plot No. C-11, G Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai - 400 051 (hereinafter called the Corporation) having agreed to accept from M/s. 'Vendor Name' having its office at 'Vendor's Office Address', (hereinafter called "the Vendor") an agreement of guarantee for Rs. _____ (Rupees _____ only), for the due fulfillment by the vendor of the terms and conditions of the Purchase order No. _____ dated _____ made between the vendor and the Corporation for providing services for SIDBI's 'Project Details' hereinafter called "the said Agreement").

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

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

3. We, Bank (Bank Name and Details), further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the

performance of the said order as laid down in the said agreement including the "Warranty obligations" or till validity date of this guarantee i.e. upto _____, whichever is earlier and subject to the terms of the "the said Agreement" it shall continue to be enforceable for the breach of warranty conditions within warranty period and till all the defects notified by the Corporation to the vendor during the warranty period have been made good to the satisfaction of Corporation & the Corporation or its authorized representative certified that the terms and conditions of the said agreement have been fully and properly complied with by the vendor or till validity of this guarantee i.e. _____, whichever is earlier.

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

5. The liability under this guarantee is restricted to Rupees _____/- only and will expire on _____ and unless a claim in writing is presented to us at Bank (Bank Name and Details) within 3 months from _____, i.e. on or before _____, all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities there-under.

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

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

Notwithstanding anything contained here in above, our liability under this guarantee is restricted to Rs. _____ (Rupees _____ only). Our guarantee shall remain in force until _____. Our liability hereunder is conditional upon your lodging a demand or claim with Bank (Bank Name and Details) on or before _____. Unless a demand or claim is lodged with Bank (Bank Name and Details) within the aforesaid time, your rights under the guarantee shall be forfeited and we shall not be liable there under. This guarantee shall be governed by and construed in accordance with the laws of India. All claims under this guarantee will be made payable at Bank (Bank Name and Details). This Guarantee will be returned to the Bank when the purpose of the guarantee has been fulfilled or at its expiry, which ever is earlier.

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

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

SIGNED, SEALED AND DELIVERED.

BY

AT

End of Document