

**REQUEST FOR PROPOSAL (RFP)
FOR**

Renewal of Oracle Database Licenses ATS

Ref No: ITD/ORACLE/34/2021-22

**To be submitted before
10-05-2021 3.00 p.m.**



The Maharashtra State Co-operative Bank Limited,

Sir Vithaldas Thackersey Memorial Building,
9, Maharashtra Chamber of Commerce Lane,
Fort, Mumbai 400001.

INDEX

| | | |
|------|---|----|
| 1. | Key Events & Dates | 4 |
| 2. | About the RFP: | 5 |
| 3. | Invitation of Bids: | 5 |
| 4. | Scope of Work:..... | 5 |
| 5. | General Terms and Conditions..... | 6 |
| 6. | Submission of Tender: | 6 |
| 6.1. | ENVELOPE-I (Technical Offer) | 6 |
| 6.2 | ENVELOPE-II (Commercial Offer): | 7 |
| 7. | Terms of Delivery: | 7 |
| 8. | No Price Variation: | 8 |
| 9. | Cost of Bidding: | 8 |
| 10. | Selection of Bidder:..... | 8 |
| 11. | Opening of Bids:..... | 8 |
| 12. | Evaluation of Technical Bids: | 8 |
| 13. | Evaluation of Commercial Bids: | 9 |
| 14. | Rejection of Bid:..... | 9 |
| 15. | Language of Bids: | 9 |
| 16. | Amendment to the RFP Document:..... | 9 |
| 17. | Clarification of Bids by Vendors | 10 |
| 18. | Clarification of Bids Post-Submission by MSC BANK:..... | 10 |
| 19. | Arithmetic Errors Correction:..... | 10 |
| 20. | Bids Not Considered For Evaluation: | 10 |
| 21. | Signing of Tender Bids:..... | 11 |
| 22. | Period of Validity of Bids:..... | 11 |
| 23. | Validation of interlineations in Bid: | 11 |
| 24. | Bidder's obligation to inform itself: | 11 |
| 25. | No Commitment to Accept the Offer: | 11 |
| 26. | Use of Contract Documents and Information..... | 12 |
| 27. | Liquidity Damages (LD) | 12 |
| 28. | Liability of the Selected Vendor | 12 |
| 29. | Notification to Bidder | 12 |
| 30. | Signing of Contract..... | 12 |
| 31. | Payment Terms | 12 |

| | | |
|-----|---|----|
| 32. | Other Terms and Conditions:..... | 13 |
| 33. | Publicity..... | 13 |
| 34. | Force Majeure..... | 13 |
| 35. | Applicable laws | 13 |
| 36. | Arbitration/ Dispute Resolution..... | 14 |
| 37. | Jurisdiction | 14 |
| 38. | Failure to abide by the Agreement | 14 |
| 39. | Confidentiality of the Document | 14 |
| 40. | Confidentiality..... | 14 |
| | Annexure – A..... | 15 |
| | Annexure – B..... | 16 |
| | Annexure – C..... | 17 |
| | Annexure - D | 18 |
| | Annexure – E | 19 |
| | Annexure - F..... | 20 |
| | Annexure -G | 21 |

1. Key Events & Dates

| | |
|--|---|
| Tender Notice No. | ITD/ORACLE/34/2021-22 |
| Price of Tender Document (Non Refundable) | Rs.1,000 /- (Plus GST @ 18%) by Cash, DD or NEFT Only |
| Date of Issue | 04-05-2021 |
| Last date and time of submission of Bid (Technical & Commercial) | 10-05-2021 up to 3.00 p.m. |
| Date and time of opening of Technical Bids | 10-05-2021 at 4:00 p.m. |
| Date and time of opening of Commercial Bids | Will be communicated to vendor by email. |
| Validity of Proposal | Proposals must remain valid 60 days after the submission date. |
| Address for submission of Bids | Jt. Manager, IT Department, The Maharashtra State Co-operative Bank Ltd, Sir Vithaldas Thackersey Memorial Building, 9, Maharashtra Chamber of Commerce Lane, Fort, Mumbai 400001. |
| Contact Telephone Numbers | 022-22800527, 22800711 |
| FAX Numbers | 022-2204 24 84 |
| Email | mscb.it@mscбанк.com |

Terms and Conditions, eligibility criteria and procedure for submission of Bid are given in the tender document. The Tender document may be obtained by paying a non-refundable fee of Rs. 1,000/- (Plus GST @ 18%) in cash or in the form of demand draft in favor of “**The Maharashtra State Cooperative Bank Ltd, Mumbai**” payable at Mumbai, from the office of The Joint Manager, Information Technology Department of the Bank during office hours between 11.00 am to 16.00 pm. The same can also be downloaded from the official website of the Bank (<https://www.mscбанк.com/Tenders>) and must be submitted along with non-refundable fee of Rs.1,000/- (Plus GST @ 18%) in the form of Cash or demand draft in favor of “**The Maharashtra State Co-operative Bank Ltd, Mumbai**” payable at Mumbai in a separate envelope or deposit electronically in **NEFT Account No 0002117030003377 (IFS Code – MSCI0082002, Title of Account – Other Receipts Account).**

Date: 04th May, 2021

Place: Mumbai

Dr. Ajit Deshmukh

Managing Director

2. About the RFP:

Introduction:

The Maharashtra State Co-operative Bank (hereafter referred as MSC Bank) is a premier co-operative institute at State level established in 1911. It is rendering its services to its increasing number of clientele in more diversified and multifarious bank services and facilities over last 10 decades and has established itself as a leader of co-operative movement in the State of Maharashtra. It is in the continuous process of helping the economic development of rural Maharashtra through its Six Regional Offices and 52 Branches in the State.

The main business of the MSC Bank can be classified as direct financing for the District Central Co-operative Banks, Co-operative Societies engaged in various fields like Sugar Production, Marketing, Spinning Mills, various types of agriculture processing units; direct financing to some State Level and National Level Co-operatives and refinancing through three-tier system i.e. the MSC Bank at apex level, DCC Banks at middle level and Primary Agriculture Co-op Societies at the grass root level.

The MSC Bank initiated the process of computerization of its operations in a phased manner starting in 1998-99.

At present the Bank has fully computerized environment with successfully running CBS. The Bank has a sophisticated Data Center and DR site.

3. Invitation of Bids:

The Maharashtra State Cooperative Bank Ltd. (herein after referred as MSC Bank) invites sealed tender bids (Technical bid and Commercial bid) - CLOSED for renewal of ATS of Oracle Database Licenses from authorized partners of Oracle(OEM) only as detailed under Scope of Work (SOW)

4. Scope of Work:

Oracle Support Services (OSS) having following deliverables:

- *Business driven response priority (Severity Level)*
- *Problem resolution support*
- *Upgrades, bug fixes and patches as and when required*
- *Guidance in up gradation of Oracle products*
- *Immediate Assistance in event of crash recovery*
- *24 x 7 global toll free routing telephone support*
- *24 x 7 access to web support*
- *Product Maintenance releases*
- *Access to wide range of electronic services for self-help, reference and information via Oracle Meta Link*

5. General Terms and Conditions

- The vendors are advised to study all technical and commercial aspects, instructions, forms, terms and specifications in the tender document carefully. Failure to furnish all information required in the Tender Document or submission of a bid not substantially responsive to the Tender document in every respect will be at the vendors risk and may result in the rejection of the bid.
- Either the Indian vendor on behalf of OEM or OEM can bid but both cannot bid simultaneously for the same product in the tender.
- The quotations shall be submitted strictly in conformity with the specifications given in this tender document and as per mandatory response format. The tenders not submitted in the prescribed format or incomplete in any manner are likely to be rejected.
- MSC BANK is not responsible for non-receipt of quotations within the specified due date to any reason including postal delay or holidays.
- Technical bid would be opened first. MSC BANK reserves the right not to process the Commercial Bids in case the Technical Bid is found to be unsuitable / not fulfilling the requirements as specified in the tender document.
- In case of any reduction in the price due to Government levies/duties/OEM prices, vendor should bid the price reduction to MSC BANK, Vendor should voluntarily intimate such price reduction to MSC BANK, produce the document of OEM's listed price and the discounted price bided to MSC BANK.
- The price quoted should be base price plus of all Central/State Government levies, taxes, sales tax, excise duty, custom duty, and VAT which are to quoted in a separate column.
- MSC BANK reserves the right to alter the requirements specified in the RFP for any reasons prior to the last date of submission of RFP.
- MSC BANK also reserves the right to delete one or more items from the list of items specified duly informing all Vendors about such changes.

6. Submission of Tender:

- A. The offer should be submitted in two (2) separate envelopes and later in one common envelope. Likewise all sealed envelopes are to be put in one common outer envelope. The details thereof are as follows:

6.1. ENVELOPE-I (Technical Offer) :

The Technical bid must contain the following

- a) Compliance with all terms and conditions and Compliance with Scope of Work mentioned in the tender document as per the format placed at **(Annexure – B)**
- b) Declaration that the bidder is not blacklisted. **(Annexure – D)**
- c) Forwarding letter **(Annexure – E)**
- f) Bidder's Authorization Certificate **(Annexure F)**

- g) Authorization Letter from OEM (**Annexure G**)
- h) The TO should not contain any price information.
- i) MSC BANK, at its sole discretion, may not evaluate a TO in case of non-submission or partial submission of technical details.
- j) A soft copy (Word/Excel/Power Point) of the entire BOM with the Technical Bid document should also be submitted **on a DVD/ CD / Pen Drive in the same sealed envelope** along with the hard copy of the Technical Offer excluding Commercial Information.
- k) All Claims made by the vendor will have to be backed by documentary evidence. In case the same are found to be lacking in terms of the claims made, the vendor is liable to disqualification. MSC BANK may request the vendor to demonstrate all the technical functionalities and features (mentioned as 'compliant' in the vendor's technical bid) as per MSC BANK's discretion. Vendors who cannot show a feature or demonstrate functionality (mentioned as 'compliant' in the vendor's technical bid) will be disqualified
- l) The Technical Bid submitted in response to this Tender Document along with the supporting material, will become the property of the Bank.
- m) The following information is required on the envelope
 1. Bidders name and address
 2. **"Technical Bid for Oracle ATS"** should be quoted on the envelope.

6.2 ENVELOPE-II (Commercial Offer):

The Commercial Bid must contain the following

- a. The Commercial bid must be given in a sealed envelope and must contain Commercial details as per **Annexure C**.
- b. The Commercial Offer (CO) should give all relevant price information and should not contradict the TO in any manner.
- c. The following information is required on the envelope
 - Bidders name and address
 - **"Commercial Bid for Oracle ATS"** should be quoted on the envelope.
- d. Rates should be quoted in Indian Rupees (INR) only.
- e. A statement that the vendor agrees to the Payment schedule given in the tender.
- f. The taxes shall be quoted in a separate column as given in the **Annexure C**.

Vendor is required to insert Technical and Commercial bid in separate sealed covers should be put in a third sealed cover which should be super scribed as **"RFP for Renewal of Oracle ATS"** along with a covering letter stating the details, and addressed to The Manager (IT Dept.).

7. Terms of Delivery:

The vendor should deliver the renewal certificates for items as mentioned in **Annexure A**, well before expiry of existing ATS, on the following address.

**Joint Manager, Information Technology,
The Maharashtra State Co-operative Bank Ltd., Mumbai
9, Maharashtra Chamber of Commerce Lane,
Fort, Mumbai - 400001**

8. No Price Variation:

The commercial offer shall be on a fixed price basis. No upward revision in the prices would be considered on account of subsequent increases in government taxes, duties, levies, etc. during the offer validity period. However, if there is any reduction on account of government taxes, duties, levies, etc. during the offer validity period, the same shall be passed on to MSC BANK.

9. Cost of Bidding:

The bidder shall bear all costs associated with preparation and submission of its bid and MSC BANK will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

10. Selection of Bidder:

The final selection of the bidder shall be done after evaluating the Technical and Commercial bids and the compliance with all terms and conditions as mentioned in the RFP.

11. Opening of Bids:

- 11.1 A two stage bidding process will be followed. In the first stage, only TECHNICAL BID will be opened and evaluated.
- 11.2 Those bidders who satisfy the technical requirements as determined by MSC BANK and accept the terms and conditions of this document shall be short-listed. In the second stage, the 'COMMERCIAL BID' would be evaluated.
- 11.3 A bid determined as not substantially responsive will be rejected by MSC BANK and may not subsequently be made responsive by Bidder by correction of the nonconformity.
- 11.4 MSC BANK may waive any informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any of the Bidder's.
- 11.5 In the event of the specified date of Bid opening being declared a holiday for MSC BANK, the Bids shall be opened at the appointed time and location on the next working day.
- 11.6 It is, therefore, suggested to designate a responsible, authorized and senior representative so that clarifications, if any, can be given on the spot.
- 11.7 MSC BANK reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever and without any requirement of intimating Bidders of any such change.

12. Evaluation of Technical Bids:

Technical Bids shall be opened first and evaluated for the bidder's eligibility criteria, bid completeness, bid conformity, bid responsiveness.

MSC BANK may waive any minor informality, nonconformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of the bidders. The decision of MSC BANK in this regard shall be final and binding.

Bidders, whose technical bids are accepted, shall qualify for commercial bid evaluation.

13. Evaluation of Commercial Bids:

Commercial Bids shall be opened only after completing the evaluation of all technical bids. A bidder, whose commercial bid is lowest, shall be declared as L1.

14. Rejection of Bid:

- Any effort by a Bidder to influence MSC BANK in its decisions on bid evaluation, bid comparison or contract award may result in rejection of Bidder's bid.
- MSC BANK is not bound to disclose the grounds for rejection of Bid. The decision of the MSC BANK regarding the final declaration of the successful Bidder shall be final.
- A bid determined as not substantially responsive will be rejected by MSC BANK and may not subsequently be made responsive by Bidder by correction of the nonconformity.
- MSC BANK may waive any informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any of the Bidder's.
- In the event of the specified date of Bid opening being declared a holiday for MSC BANK, the Bids shall be opened at the appointed time and location on the next working day.
- It is, therefore, suggested to designate a responsible, authorized and senior representative so that clarifications, if any, can be given on the spot.
- MSC BANK reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever and without any requirement of intimating Bidders of any such change.
- MSC BANK is not bound to disclose the grounds for rejection of Bid. The decision of the MSC BANK regarding the final declaration of the successful Bidder shall be final.

15. Language of Bids:

The bid prepared by the Vendors as well as all correspondence and documents relating to the Bid exchanged by the Vendor and the MSC BANK and supporting documents and printed literature shall be written in English.

16. Amendment to the RFP Document:

At any time before the deadline for submission of Bids, MSC BANK may, for any reason, whether at own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding document by amendment.

All the amendments made in the document would be published on our website <https://www.mscbank.com/Tenders>

The Bidders are also advised to visit the aforementioned website on regular basis for checking necessary updates.

- MSC BANK also reserves the right to amend the dates mentioned in 'Key Events & Dates' of this Bid document. Any proposal received after the deadline for submission of proposals will be rejected and returned unopened to the Bidder.
- All prospective bidders will be notified of the amendment, if any, by MSC BANK hosting the same on MSC BANK's website which will be final and binding on all the bidders.

- It will be the responsibility of the bidders to regularly visit MSC BANK's website for any amendments from time to time and respond accordingly. No other intimation will be given by MSC BANK. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their Bids, MSC BANK, at its discretion, may extend the deadline for the submission of Bids.
- Further, MSC BANK reserves the right to scrap the RFP or drop the tendering process at any stage without assigning any reason.

17. Clarification of Bids by Vendors

Clarification sought by Vendor should be made in writing (E-mail) and submitted on mscb.it@mscbank.com . MSC BANK has discretion to consider any other queries raised by the Vendor's representative. The format for seeking clarification is given below:

| S. No. | Section No. | Clause No | Reference/ Subject | Clarification Sought |
|--------|-------------|-----------|--------------------|----------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

The text of the clarifications asked (without identifying the source of enquiry) and the response given by the MSC BANK, together with amendment to the bidding document, if any, will be intimated.

18. Clarification of Bids Post-Submission by MSC BANK:

During evaluation of Bids, the MSC BANK, at its discretion, may ask the Vendors for clarifications of their Bids. The request for clarification and the response shall be in writing (e-Mail). Any deviations from the specifications should be clearly brought out in the bid.

19. Arithmetic Errors Correction:

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

If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the supplier Vendor does not accept the correction of errors, its bid will be rejected.

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.

20. Bids Not Considered For Evaluation:

Bids that are rejected during the bid opening process due to incomplete documentation or late receipt shall not be considered for further evaluation.

21. Signing of Tender Bids:

The Tender Bid shall be typed or written in ink and shall be signed by the vendor or a person duly authorized in writing to bind the vendor to the Contract. All pages of the Tender Bid, except for un-amended printed literature, shall be initialed by the person or persons signing the Tender Bid. The Tender Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the vendor, in which case such corrections shall be initialed by the person or persons signing the bid.

22. Period of Validity of Bids:

- Bids shall remain valid for 60 days after the date of opening of Technical Bids prescribed by MSC BANK.
- A Bid valid for a shorter period shall be rejected by MSC BANK as non-responsive.
- In exceptional circumstances, MSC BANK may solicit bidder's consent to an extension of the period of validity.
- However, the prices finalized after opening the tenders shall not increase throughout the period of implementation and operation.

A letter of authorization shall be supported (as per Annexure – F) accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initialed and stamped by the person or persons signing the bid.

23. Validation of interlineations in Bid:

The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

24. Bidder's obligation to inform itself:

The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

25. No Commitment to Accept the Offer:

MSC BANK shall be under no obligation to accept offer received in response to this tender and shall be entitled to reject any or all offers without assigning any reason whatsoever.

MSC BANK reserves the right to accept or reject any bid and annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for MSC BANK's action.

26. Use of Contract Documents and Information.

The bidder shall not, without MSC BANK's prior written consent, make use of any document or information provided by purchaser in Bid document or otherwise except for purposes of performing contract, if any.

27. Liquidity Damages (LD)

Liquidated damages for delay in delivery of the product – The vendor shall have to pay liquidated damages to MSC BANK at the rate of one percent (1%) per week on the PO value for late delivery beyond the delivery period as mentioned above. There shall be an upper ceiling of ten percent of the total PO Value for the LD to be deducted. The LD applicable on the entire order amount shall be deducted from the payment amount due after acceptance of delivery of the ordered product.

28. Liability of the Selected Vendor

- MSC BANK shall hold the selected Vendor, its Successors, Assignees and Administrators fully liable against loss or liability, claims, actions or proceedings, arising out of non-fulfillment of any obligations under the Contract.
- Selected Vendor shall be the principal employer of the employees, engaged by Selected Vendor and shall be vicariously liable for all the acts, deeds or things done by its employees.
- Such liability of the Selected Vendor will be restricted to the actual amount of the Contract.

However, the selected Vendor would be given an opportunity to be heard by MSC BANK prior to making of a decision in respect of such loss or damage.

29. Notification to Bidder

- Before the expiry of the period of validity of the proposal, MSC BANK shall notify the successful Bidder in writing by e-mail or registered letter or by fax, that its bid has been accepted.
- The Bidder shall acknowledge in writing receipt of the notification of award and shall send his acceptance to enter into agreement within seven (7) days of receiving the notification.

30. Signing of Contract

The notification of the award shall constitute signing of the agreement. The signing of agreement will amount to award of contract and bidder will initiate the execution of the work as specified in the agreement.

At the same time as MSC BANK notifies the successful Bidder that its bid has been accepted, MSC BANK will send Bidder the Performa for Contract provided in the Tender Document, incorporating all agreements between the parties. Within 7 days of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to MSC BANK.

31. Payment Terms

- No advance payment will be made against purchase order.

- 100% payment after delivery of renewal certificates and submitting tax invoice.

32. Other Terms and Conditions:

a. Negligence

In connection with the work or contravenes the provisions of General Terms, if the selected Vendor neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by MSC BANK, in such eventuality, MSC BANK may after giving notice in writing to the selected Vendor calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, MSC BANK shall have the right to cancel the Contract holding the selected Vendor liable for the damages that MSC BANK may sustain in this behalf. Thereafter, MSC BANK is to be compensated for good the failure at the risk and cost of the selected Vendor.

b. Indemnity

Vendor shall indemnify, protect and save MSC BANK against all claims, losses, costs damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respects of all the hardware and software supplied by him.

33. Publicity

Any publicity by the Vendor in which the name of MSC BANK is to be used should be done only with the explicit written permission of the Purchaser.

34. Force Majeure

Neither Party shall be liable for any default or delay in the performance of its obligations if and to the extent such default is caused, directly or indirectly, by fires, floods, power failures, Acts of God, act of public enemy, civil commotion, sabotage, wars, insurrections, riots, labor disturbances, strikes, lockouts, go-slow, damage to machinery on account of accident or passing of any statutory order by the eligible authority/ies, prohibiting performance of such obligation by a competent authority; and restrictions of any country affecting the performance of this agreement or any part hereof. The affected party shall intimate the other party within reasonable time period of such occurrences.

35. Applicable laws

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

Compliance with all applicable laws: The Vendor shall undertake to observe, adhere to, abide by, comply with and notify the MSC 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 MSC 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.

36. Arbitration/ Dispute Resolution

In case any disputes arise out of the contract the party shall try to negotiate the same within 30 days of such dispute. In case the matters remain unresolved the same shall be referred to the Arbitration in accordance with Arbitration and Conciliation Act, 1996 after giving the notice of such reference to the other party. The Arbitral Tribunal shall consist of three arbitrators. Each party shall appoint one arbitrator and both the arbitrators shall appoint the presiding arbitrator with mutual consent. The venue of the arbitration shall be Mumbai and the language preferred will be English. The award of the Arbitral Tribunal shall be final and binding on the parties.

37. Jurisdiction

The jurisdiction for the purpose of settlement of any dispute of differences whatsoever in respect of or relating to or arising out of or in any way touching this contract or the terms and conditions thereof or the construction and/or interpretation thereof shall be that of the appropriate court in New Delhi. The jurisdiction of any other court in any place other than New Delhi is specifically excluded.

38. Failure to abide by the Agreement

The conditions stipulated in the agreement shall be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of MSC BANK with such penalties as specified in the Bidding document and the Agreement.

39. Confidentiality of the Document

This Tender Document is confidential and MSC BANK shall ensure that anything contained in this Tender Document shall not be disclosed in any manner, whatsoever.

40. Confidentiality

The vendor shall keep confidential any information obtained under the contract and shall not divulge the same to any third party. In case of non-compliance of the confidentiality agreement, the contract is liable to be repudiated by MSC BANK. MSC BANK shall further have the right to regulate vendor staff.

The vendor shall not divulge to any person handling other divisions, subsidiaries or groups of vendor and its service support agency any information obtained by it in the course of its execution of its work and all the information gathered by the vendor shall be treated as professional communication and confidential. Any violation of this clause shall be liable to cancellation of the contract and invoking the bank guarantee without notice to the vendor.

Annexure – A

Technical Specifications of the Products

Oracle Database License Details: Period of Renewal: 01.06.2021 To 31.05.2022

| No of Licenses | License Type | CSI |
|----------------|--|----------|
| 4 | Oracle DB Enterprise Edition - Processor Perpetual | 19558668 |
| 8 | Oracle DB Enterprise Edition - Processor Perpetual | 17542711 |
| | | |
| 30 | Oracle DB Enterprise Edition - Processor Perpetual | 22992172 |
| 15 | Oracle Diagnostics Pack - Processor Perpetual | 22992172 |
| | | |

Date:

Place:

Signature of Authorized Signatory

Designation

Name of the Organization

Seal

Annexure – B

(To be submitted on Vendor's letter head)

Compliance Form

| Compliance with Terms & Conditions Description | Compliance (Yes/No) | Deviation, if any |
|---|----------------------------|--------------------------|
| General Terms & Conditions | | |
| Scope of Work | | |
| Technical Specifications | | |

Note:

1. Non-Submission of Annexure-B shall be treated as acceptance of all Terms and Conditions mentioned in the Tender Document.
2. Deviation, if any shall be clearly mentioned.

Date:

Place:

Signature of Authorized Signatory

Designation

Name of the Organization

Seal

Annexure – C*(To be submitted on the Letterhead of the vendor)*

To
 The Managing Director
 The Maharashtra State Cooperative Bank Ltd., Mumbai

Subject: Renewal of Oracle DB ATS**Period of Renewal: 01.06.2021 to 31.05.2022**

| No of Licenses | License Type | CSI | Base Price | | Taxes | Total |
|----------------|--|----------|------------|---------|-------|-------|
| | | | Updates | Support | | |
| 4 | Oracle DB Enterprise Edition - Processor Perpetual | 19558668 | | | | |
| 8 | Oracle DB Enterprise Edition - Processor Perpetual | 17542711 | | | | |
| 30 | Oracle DB Enterprise Edition - Processor Perpetual | 22992172 | | | | |
| 15 | Oracle Diagnostics Pack – Processor Perpetual | 22992172 | | | | |
| | Total | | | | | |

* Please quote separate prices for Product updates and Product support along with taxes.

* All figures shall be quoted as base price plus taxes in separate column.

We hereby accept all the terms stated in the Tender document.

Date:

Place:

Signature of Authorized Signatory

Designation

Name of the Organization

Seal

Annexure - D

Declaration that the vendor has not been blacklisted

(To be submitted on the Letterhead of the vendor)

To
The Managing Director
The Maharashtra State Cooperative Bank Ltd., Mumbai

Subject: Renewal of Oracle DB ATS

Dear Sir,

We confirm that our company is not blacklisted in any manner whatsoever by any central Government department, autonomous organizations, Public Sector Undertakings (PSUs) or any other Government organizations in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this ___ day of ___ 2021

Yours sincerely,

On behalf of [*Vendor's Name*]

Authorized Signature:

Name and Title of Signatory:

Seal:

Annexure – E

Forwarding Letter

(To be submitted on Vendor's letter head)

To
The Managing Director
The Maharashtra State Cooperative Bank Ltd., Mumbai

Dear Sir/Madam,

Sub: Renewal of Oracle DB ATS

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

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

Date:
Authorized Signatory
Name:
Designation:
Organization Seal

Annexure - F

Bidder's Authorization Certificate
(To be submitted on Vendor's letter head)

To
The Managing Director
The Maharashtra State Cooperative Bank Ltd., Mumbai

I/ We (Name/ Designation) hereby declare/ certify that (Name/ Designation) is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with Notice Inviting Bid reference No. _____ dated _____.

He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -
Authorized Signatory: -
Seal of the Organization:
Date:
Place:

Annexure -G**OEM's Authorization Format**

To
 The Managing Director
 The Maharashtra State Co-operative Bank Ltd,
 Sir Vithaldas Thackersey Memorial Building,
 9, Maharashtra Chamber of Commerce Lane,
 Fort Mumbai 400001.

Dear Madam/Sir,

We _____ (OEM Name and address) confirm that the following company is a reseller of (OEM NAME)_____ products:

We hereby extend our full support to the company detailed below as per General Terms & Conditions of RFP for the support services offered by them:

| | |
|--------------------|--|
| NAME OF COMPANY | |
| ADDRESS OF COMPANY | |
| TELEPHONE NUMBER | |
| FAX NUMBER | |

The abovementioned company will be purchasing (OEM Name) products from (OEM NAME) authorized distributor in India, which is able to purchase products for resale from us.

All applicable (OEM Name) product support services for all support services provided by the above mentioned company will be extended to you, in accordance with (OEM Name) policies.

Yours faithfully,

Sd. /-
 Seal

Dated:
 Place:

Note: This letter of authority should be on the letterhead/certificate issued by the "Original Equipment Manufacturer "(OEM) only on its letterhead.