



Request for Proposal (RFP)

For

ANNUAL MAINTENANCE SUPPORT FOR

ORACLE E-Business Suite

SBI Capital Markets Ltd

Ref: RFP no. CO/IT/2377

Date: 15-Oct-2024

Table of Contents

Fact Sheet.....	4
1 Introduction.....	5
1.1 Definitions	5
1.2 Approach for Selection of System Integrator	5
2 Instruction to Bidders.....	5
2.1 Contents of Bid	5
2.2 Bid Format (Annexure and Formats)	5
2.3 Bid Currency.....	6
2.4 Bid Price	6
2.5 Bid Price Validity Period	7
2.6 Bidder Queries.....	7
2.7 Tender Cancellation	7
3 Selection Process for System Integrator	7
3.1 Opening of Bids.....	7
3.2 Preliminary Examination of Bids	7
3.3 Clarification on Bids.....	7
3.4 Reverse Auction- The owner shall reserve the rights to conduct the reverse auction.	7
3.5 Eligibility Criteria.....	8
3.6 Evaluation Process	11
3.7 Notification of Award.....	11
3.8 Signing of Contract	12
3.9 Responsibilities of SBICAP	12
3.10 Responsibilities of System Integrator (SI).....	12
4 Scope of Work for System Integrator	12
4.1 Customization / Custom developments	12
4.2 Manual preparation	13
5 Payment Schedule	13
6 General Conditions of Contract.....	13
6.1 Resource deployment	13
6.2 Scope of work	13
6.3 Deviations	13
6.4 Acceptance / Rejection of Bids.....	13
6.5 Arbitration and Jurisdiction	14
6.6 Sub-Contracting	14
6.7 Liquidated Damage.....	14
6.8 Risk Purchase	14
6.9 Termination of Services	15
6.10 Force Majeure	15
6.11 Liability	15

6.12 Contract..... 15

6.13 Bid Response Cost..... 16

6.14 RFP Modification..... 16

6.15 Interest Liability 16

6.16 Other 16

Fact Sheet

Item	Description
Method of Selection	<p>The method of selection is Quality and Cost Base Selection (QCBS)</p> <p>The weights given to the Technical and Financial Proposals are:</p> <p>Technical = 70% and Financial = 30%</p>
Date of RFP issuance	11-Oct-24
Last date for Submission of Pre-Bid Queries	<p>16-Oct-24 11.00 am</p> <p>All the queries should be received on or before the prescribed date & time, through email only with subject line "<Bidder's Name> - Pre-Bid queries - ERP". The queries should be submitted as per the format prescribed in Excel "Annexure 2.5 Template for Pre-bid Queries".</p>
Issue of Clarifications/Corrigendum	17-Oct-24 5.00 pm
Last date and time for Technical & Commercial Bid/Proposal submission (on or before)	24-Oct-24 6.00 pm
Language	Proposals should be submitted in English only.
Bid Validity	Proposals must remain valid up to 180 (One hundred and Eighty) days from the actual date of submission of the Bid.
Currency(ies)	Currency in which the Bidders may quote the price and will receive payment is INR only.
Name and Address for Communication, seeking clarifications & submission of Proposal	<p>Name: Mayank Verma</p> <p>Email: Mayank.Verma@sbicaps.com</p> <p>Address: SBI Capital Markets, 1501-B, Parinee Crescenzo Business Park Bandra Kurla Complex, Mumbai 400 051</p>

1 Introduction

1.1 Definitions

Owner: SBI Capital Markets Limited ("SBICAP").

System Integrator: Shall mean, the agency that provides all necessary maintenance services for **Oracle E-Business Suite on Oracle Infrastructure Cloud hereafter shall be referred as OCI.**

Request for Proposal (RFP) / Tender Document: Shall mean, written solicitation that conveys to the Bidder, requirements for products/ services that the Owner intends to buy and implement.

Bid / Proposal: Shall mean, the offer by the Bidder to fulfil the requirement of the Owner for an agreed price. It shall be a comprehensive technical and commercial response to the RFP.

Successful Bidder: Shall mean the bidder qualified & Successful in the bidding process and is given the award of Work.

Objective of this assignment is to engage AMS support partner for Oracle E-Business Suite (ERP) deployed on OCI. The Owner has been using Oracle EBS as ERP for Projects, HRMS & PMS and Finance and Accounts process automated into ERP

1.2 Approach for Selection of System Integrator

The Owner has already implemented Oracle ERP solution i.e. Oracle EBS version 12.2.10 and currently engaged with Oracle Platinum Partner as its application management service support provider. As the scope consists of end-to-end support for ERP Solution, owner has decided to invite Oracle partners who have experience in implementing and supporting Oracle EBS as system integrators. Selection of SI would be based on predefined criteria and same has been illustrated separately.

2 Instruction to Bidders

2.1 Contents of Bid

The bidder shall submit, "**Technical bid" & lowest "Commercial bid" in two separate envelopes** to SBICAP Mumbai Office address.

2.2 Bid Format (Annexure and Formats)

A list of formats is provided for the bidder to complete and submit as a part of Technical and Commercial proposal. The bidders have to necessarily complete these formats without altering the formats as provided by the Owner. Lists of such formats are provided below:

Technical Bid Comprises of: (Should be submitted in binder and should be in order as follows:-

Annexure Reference	Name of the Format
2.1	Technical Proposal Covering Letter
2.2	Bidder's General Information
2.3	Client Citation
2.4	Previous Experience with SBI Group towards any assignment (implementation and Support for Application)

Annexure Reference	Name of the Format
2.5	Template for Pre-Bid Queries
2.6	Confirmation of Terms & Conditions
2.7	Exception and Deviation
2.8	Resource Deployment Plan
2.9	Technical Evaluation Framework
2.10	Penalty
2.11	Existing Oracle EBS Details (for Information)
2.12	Bidders Profile and Experience
3.5	Scope of Work for Application Maintenance & Support

Commercial Bid Format

Annexure Reference	Name of the Format
1.1	Commercial Proposal Covering Letter
1.2	Commercial Bid Format

2.3 Bid Currency

All figures mentioned under the commercial bid should be in Indian National Rupee (INR). Commercial proposals in any currency other than INR would be considered non-responsive and hence rejected.

2.4 Bid Price

Price Bid shall be as per the format given in **Annexure 1.2**. Bidders shall give the required details of all applicable taxes, duties, other levies and charges etc. in respect of direct transaction between the Owner and the Bidder.

Bidders shall quote for the entire scope of contract on a “overall responsibility” basis such that the total bid price covers all the Bidder’s obligations mentioned in or to be reasonably inferred from the bidding documents in respect of providing the product / services.

The base locations for the project execution shall be Mumbai. All travel, lodging, boarding and other costs at the owner's base location must be part of the Fixed cost.

Prices quoted by the Bidder shall remain firm during the entire contract period and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

2.5 Bid Price Validity Period

Bid shall remain valid for the time mentioned in the Fact Sheet.

2.6 Bidder Queries

Any clarification regarding the RFP document and any other item related to this project can be submitted to the Owner as per the submission mode and timelines mentioned in the Fact Sheet.

The Owner will organize a pre-bid tele-conference and will respond to any request for clarification or modification of the bidding documents. The Owner will formally respond to the pre-bid queries after the pre-bid conference. No clarification will be entertained after the pre-bid conference.

Any modifications of the Bidding Documents, which may become necessary as a result of the Pre-Bid Conference, shall be made by the Owner exclusively through a corrigendum. However, in case of any such amendment, the bid submission date may be extended at the discretion of the Owner.

Any corrigendum / notification issued by the Owner, subsequent to issue of RFP, shall only be communicated to the bidders through email.

Bidders must submit their queries as per **Annexure 2.5** Template for Pre-Bid Queries.

2.7 Tender Cancellation

The owner reserves the right to cancel this tender at any time after publication & before award without assigning any reasons whatsoever & without any financial implication to the Owner.

3 Selection Process for System Integrator

3.1 Opening of Bids

1. The venue, date and time for opening the technical bid is mentioned in the Fact sheet.
2. Bids will be opened in two parts technical and commercial).
3. There will be two (2) bid-opening events
 - a) Technical Bids opening
 - b) Commercial Bids opening
4. The commercial Bids of only for Technically qualified bidders shall be eligible for Commercial Roud. The bidder shou8ld minimum score 65 points to eligible for Technical Bid Qualification.

3.2 Preliminary Examination of Bids

The Owner will examine the bids to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting any criteria specified in the Bidding Documents will be rejected by the Owner and shall not be included for further consideration.

3.3 Clarification on Bids

During the bid evaluation, the Owner may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.

3.4 Reverse Auction- The owner shall reserve the rights to conduct the reverse auction.

-

3.5 Eligibility Criteria

Each of the Qualifying condition mentioned below for the ERP Product OEM's authorized System Integrator is MANDATORY. In case any of the conditions listed below is not met, the bidder will be disqualified.

Sl. No.	Parameter	Mandatory Qualification Description	Evidence
<u>Financial</u>			
1.	Indian Annual Financial Turnover	The System Integrator must meet ALL the criteria stated below for at least 2 years out of the last 3 years: 1. Annual turnover from Indian Business of at least INR 25 Crore for FY- 21-22, 22-23, 23-24 2. The company should be making a profit in all three years.	Statutory auditor's certificate for the last three financial years
2.	Incorporation	The bidder should be a company registered in India as per Company ACT 1956.	Incorporation Certificate
3.	NPA	The Bidder 's Account should not have been declared as a Non-Performing Asset (NPA) in the Books of any bank or financial institution as on 31-Mar-2023.	Certificate from Bank/ Auditor
4.	Blacklisting	The bidder must submit an undertaking that no Government / undertaking organizations have blacklisted the bidder for any reason. Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the Bank)	Self-Declaration in Service Providers owned format
<u>Experience</u>			

Sl. No.	Parameter	Mandatory Qualification Description	Evidence
5.	Implementation of ERP Functions	<p>The System Integrator must have implemented Oracle ERP product on-premises and over OCI which covers the following functions:</p> <ul style="list-style-type: none"> • Financial Management • Human Capital • Project Management 	<p>Completion certificate from the Customer for each complete implementation (At least 2 references required. At least 1 reference is mandatory on OCI)</p> <p>As part of speeding up the evaluation process, Owner may accept email confirmation.</p>
6.	Implementation in Services sector(Where services sector may include Consulting, IT&ITES, Banking, Financial Services, Insurance, Supply Chain and Logistics, Healthcare and Government Services and such)	The System Integrator must have implemented Oracle ERP product in at least 1 company in Services Sector with Finance, HRMS and Projects	Completion certificate from the Customer for each complete implementation
<u>Others</u>			
7.	Trained Manpower in Oracle ERP	The System Integrator must have a at least 50 trained functional and or technical consultants in Oracle ERP	Provide self-certificate containing the address of the Support Centre

Sl. No.	Parameter	Mandatory Qualification Description	Evidence
8.	Product partnership	The System Integrator must have an existing implementation partnership Oracle product for a period of at least last 3 years & it should be currently active as well.	Recognition status by ERP Product OEM clearly stating the Category and number of years the partnership is active
9.	Application Management Support	The System Integrator must have at least 3 ERP installations where application management and support services are rendered and currently active.	Provide the list of such engagements with details of engagement, no of resources deployed, monthly billing, Brief scope of AMS work, and term of contract.

3.6 Evaluation Process

1. The bidders' Eligibility Criteria will be evaluated
2. Technical bids will be opened only for the bidders who succeed the eligibility criteria stage.
3. The Owner will review the technical bids of the short-listed bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at the Owner's discretion.
4. The bidders' technical solutions proposed in the bid document will be evaluated as per the requirements specified in the RFP and technical evaluation framework as mentioned in **Annexure 2.9**
5. Each Technical Bid will be assigned a technical score out of a maximum of 100 points. Only the bidders who score a Technical score of 65% or more will qualify for commercial bid evaluation.
6. The Final technical score of the Bidder shall be calculated as follows -

Normalized Technical Score of a Bidder = {Technical Score of that Bidder / Score of the Bidder with the highest technical score} X 100 (adjusted to 2 decimals)

7. The commercial bids for the technically qualified bidders will then be opened and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at owner's discretion
8. The Commercial Bids of the technically qualified bidders shall be calculated as follows -

Normalized Commercial Score of a Bidder = {lowest discounted quote / Bidders discounted quote} X 100 (adjusted to 2 decimals)

9. The final score will be Quality and Cost based with the following weightage:
70%: Final Technical Score
30%: Final Commercial score

Final Score = (0.7*Final Technical Score) + (0.3*Final Commercial Score)

The bidder with the highest Final score shall be treated as the Successful Bidder.

3.7 Notification of Award

Owner will notify the Successful Bidder in writing by e-mail.

3.8 *Signing of Contract*

After the Owner notifies the Successful Bidder that its bid has been accepted (through issuance of a Purchase Order), the Bidder shall sign and return back to the Owner duplicate copy of the Purchase Order as an acceptance of the PO within 7 working days. Roles & Responsibilities of Stakeholders

3.9 *Responsibilities of SBICAP*

1. Mobilize appropriate personnel from the Owner organization in the project team.
2. In order to facilitate the smooth functioning and able administration of the initiative, the Owner shall on a reasonable effort basis, provide support for the infrastructure and material inputs required from the Owner (directly required under the project/initiative).
3. Owner will provide the following facilities to the Successful Bidder: Office seating space, Network connectivity, Internet, PC for onsite Project Team.

3.10 *Responsibilities of System Integrator (SI)*

The responsibilities of the SI would be to execute all the activities mentioned in the Scope of Work for System Integrator.

4 *Scope of Work for System Integrator*

The Owner has already implemented Oracle ERP solution i.e. Oracle EBS version 12.2.10 and currently engaged for its application management service support provider.

4.1 *Customization / Custom developments*

The Owner prefers to have product standard functionalities in the Solution. However, bidder shall do customization / Custom developments of all the identified Gaps in meeting the desired Functional requirements of the bidder which cannot be met by the configuration of standard product features.

Bidder should take the prior approval from the Owner before doing the customization / custom development.

Wherever customization / custom development is required and undertaken after approval from the owner, the bidder shall hand over the source code of the same and document the details of customization and custom development and appropriately update the Business blueprint document and related training material. The title, rights and IPR (Intellectual Property Rights) over such customization will be passed on to the Owner with source code and detailed documentation.

Preferably, changes should be kept as minimal as possible to the ERP core modules. This is important to ensure that future upgrades, enhancements and bug fixes are not impacted.

Customization / custom development over standard ERP must follow well-defined methodology. A brief description of the methodology employed when doing customization / custom development should be included in the response to the Tender Document. At minimum, every request for customization / custom development must be documented in a pre-defined format. Every customization / custom development must be documented in terms of the person developing, the reference request in response to which it is being developed, the script and other technical specifications. Basic guidelines with respect to all customization / custom development, naming convention etc. must be agreed with the Owner well in advance of commencing any effort.

4.2 *Manual preparation*

The Bidder shall prepare System administration, User manual & other required documents in adequate detail for use by appropriate level of user to use system effectively. The manuals must be exhaustive and shall contain detailed, step by step instruction for smooth access to, operations in and exit from the system

5 *Payment Schedule*

Sl. No.	Milestone
1.	Monthly in Arrears

6 *General Conditions of Contract*

6.1 *Resource deployment*

The Successful Bidder must not replace any personnel of the Project Team unless the personnel has resigned from the Successful Bidder's Organization or has been asked to do so by the Owner. If for any reason beyond the control of the Successful Bidder, there arises a need to replace any personnel, the Successful Bidder shall provide a replacement person of equal or better qualification and experience, subject to written approval of the CV(s) by Owner.

6.2 *Scope of work*

Successful Bidder is required to provide Application Maintenance & Support as per **Annexure 3.5** Scope of Work for Application Maintenance & Support.

6.3 *Deviations*

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the RFP. If there is any exception / deviation, same should be mentioned in **Annexure 2.7 Exception and Deviations**. An exception / deviation mentioned elsewhere will not be considered and such terms and conditions will be construed as complied as per the requirements specified in the RFP.

6.4 *Acceptance/ Rejection of Bids*

1. Owner reserves the right to reject in full or part, any or all bids without assigning any reason thereof. Owner reserves the right to assess the Bidder's capabilities and capacity. The decision of the Owner shall be final and binding.
2. Bid should be free of over writing. All erasures, correction or addition must be clearly written both in words and figures and attested.
3. Offers not submitted in prescribed manner or submitted after due date and time are liable to rejection.
4. Both delayed as well as late tenders are liable for rejection. Hence, offers reaching within the due date & time only will be accepted.
5. If there is any discrepancy in the price bid, it will be dealt as per the following:
 - If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and total price (which is obtained by multiplying the

unit price by the quantity), the unit price shall prevail and the total price corrected accordingly.

- If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
- If there is a discrepancy between words and figures, the amount in words shall prevail.
- If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the Owner, the bid is liable to be ignored.

6.5 Arbitration and Jurisdiction

1. Any arbitration shall be under the 'Arbitration and Conciliation act 1996' and the rules there under as amended from time to time. Centre of arbitration shall be in Mumbai.
2. The contract shall be governed by the Indian law. The suits/claims in respect of this contract shall be in the courts having jurisdiction at Mumbai.

6.6 Sub-Contracting

The Bidder shall not assign this Contract or sub-contract any portion or portions of the Contract without Owner's prior written consent, however, it shall not absolve the Bidder of the responsibility of fulfilling Owner's requirements.

6.7 Liquidated Damage

The liquidated damage is an estimate of the loss or damage that Owner may have suffered due to delay in performance or non-performance of any or all the obligations (under the terms and conditions of the purchase contract relating to supply, delivery, installation, operationalization, implementation, training, support/services, acceptance, etc., of the solution by the Successful Bidder).

In such delay in performance or non performance of any or all of the obligations, the Successful Bidder shall be liable to pay the Owner a fixed amount for each day of delay / non-performance of the obligations by way of liquidated damages, details of which is specified in **Annexure 2.10** Penalty. Without any prejudice to the other rights under the law, the Owner shall recover the liquidated damages, if any, accruing to the Owner, as above, from any amount payable to the bidder as per the purchase contract, executed between the parties.

Liquidated Damages is not applicable for reasons attributable to the Owner or Force Majeure. However, it is the responsibility/onus of the bidder to prove that the delay is attributed to the Owner or Force Majeure. The Successful Bidder shall submit the proof authenticated by the Successful Bidder and the Owner that the delay is attributed to the Owner or Force Majeure along with the bills requesting payment.

6.8 Risk Purchase

In case -

- the Successful Bidder withdraws the offer submitted by him/ her after it is accepted by the Owner
- the Successful Bidder fails to supply the goods and services as per the Terms & Conditions of the Contract
- the Successful Bidder at any time repudiated the contract wholly or in part
- The Successful Bidder goes into liquidation voluntarily or otherwise.
- If deductions on account of liquidated Damages exceeds more than 30% of the total contract price, the Owner shall be at liberty to cancel the Purchase Order and to get the contract executed by another party of its choice by giving 60 days' notice with 15 days of curing period. The Owner reserves the right to recover any dues payable to the selected bidder from any amount

outstanding to the credit of the new party, including the pending bills and/or invoking Bank Guarantee, if any, under this contract recover from the Successful Bidder the extra cost and the other loss incidentals to the breach of Contract on the part of the Successful Bidder apart from other legal recourses.

6.9 Termination of Services

Owner reserves the right to terminate Successful Bidder's services with 60 (Sixty) days prior notice without any reason.

6.10 Force Majeure

"Force Majeure" means an event beyond the control of the Owner and the Successful Bidder which makes it impossible or illegal for a party to perform the Contract, which is not attributable to the fault or negligence of the party affected and/or its Sub-Bidders and which could not have been foreseen or prevented by that party when exercising reasonable diligence, including but not limited to:

- earthquakes, landslides;
- explosion and fire, unless as a direct result of the Bidder or of his Sub Bidder's negligence or acts or omissions;
- riot, commotion, sabotage or civil disorder, unless solely restricted to employees of the Successful Bidder or of its Sub-Bidders;
- contamination by radio-activity from any nuclear fuel, nuclear waste or radio-active toxic explosion;
- war, hostilities (whether or not war is declared), invasion, act of foreign enemies or embargo; and.
- rebellion, revolution, insurrection, or military or usurped power or civil war

In the event of Force Majeure

- Neither the Owner nor the Successful Bidder shall be responsible for any failure to fulfil its obligations under the Contract if and to the extent that fulfilment has been delayed, hindered or prevented by Force Majeure, provided that the Bidder shall have the benefit of this provision only if it takes all reasonable steps to protect the Work and minimise the effects of any Force Majeure event on the Work and the progress thereof.
- Should the Successful Bidder be delayed by Force Majeure in performing any of its obligations under the Contract, that party shall notify the other party immediately giving the full particulars thereof along with tangible proof thereof submitted and intimated within 3 (three) days of the onset of such event, in writing and shall use its best efforts to minimise the effect of the Force Majeure on the Work and to take remedial measures.
- In the event of Force Majeure, the obligations affected by Force Majeure shall be suspended, as will any payment in respect of the suspended obligations, and the parties shall consult together with the view to determining mutually acceptable measures to overcome the difficulties arising therefrom. Under no circumstances shall the Contract Price be increased for the financial impact on either party of any Force Majeure.

6.11 Liability

Notwithstanding anything to the contrary contained elsewhere in this Agreement herein, the maximum aggregate liability of the Owner for all claims under or in relation to this Agreement, shall be, regardless of the form of claim(s), shall be limited to 100% of contract value.

6.12 Contract

The Successful bidder shall enter into an contract with SBICAPS after awarding the Purchase Order.

6.13 Bid Response Cost

All costs and expenses (whether in terms of time or money) incurred by the Recipient/ Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Owner, needs to be borne entirely and exclusively by the Recipient / Respondent.

6.14 RFP Modification

- The Owner reserves the right to alter the requirements specified in the RFP for any reasons prior to the last date of submission of RFP. The Owner also reserves the right to delete one or more items from the list of items specified.
- The Owner may revise any part of the RFP, by providing a written addendum to all the short-listed bidders till the award of the contract. The Owner reserves the right to issue revisions to this RFP at any time before the award date.

6.15 Interest Liability

In case of any delay in payment due to any reason, Owner shall not pay any interest on delayed payment.

6.16 Other

- Any technical or commercial bid submitted cannot be withdrawn/ modified after the closing date and time for submission of the bid offers unless specifically permitted by the Owner. However, the bidder may modify or withdraw its offer after submission provided that, the Owner, prior to the closing date and time receives a written notice of modification or withdrawal.
- The bidder has to adhere to the time schedule of activities mentioned in the RFP and no request to change the last date or extend period/time for submission shall be entertained by the Owner. However, the Owner reserves its right to extend the date/time for submission of the responses without assigning any reason by notifying all the short listed bidders.
- The Owner reserves the right to accept or reject any and all proposals, to revise the RFP, to request one or more re-submissions or clarifications from one or more bidders, or to cancel the process in part or whole. No bidder is obligated to respond to or to continue to respond to the RFP.
- All payments are subject to deduction of all statutory dues applicable, if any.
- The RFP and all supporting documentation/templates are the sole property of the Owner and shall NOT be redistributed without the prior written consent of the Owner. Violation of this will be a breach of trust and may, inter-alia, cause the bidder to be irrevocably disqualified.
- The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained 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 the Owner in relation to the provision of services. Neither the Owner nor any of its directors, officers, employees, agents, representative, contractors give any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document. Neither the Owner nor any of its directors, officers, employees, agents, representative, and contractors has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document.
- Any additional or different terms and conditions proposed by the bidder will be rejected unless expressly assented to, in writing by SBICAP.