



REQUEST FOR PROPOSAL (RFP)
FOR
“Renewal of Oracle Annual Technical Support (ATS) Services”



UNITED INDIA INSURANCE COMPANY LIMITED

INFORMATION TECHNOLOGY DEPARTMENT
HEAD OFFICE: #19, NUNGAMBAKKAM HIGH ROAD,
IV LANE, CHENNAI – 600034

CIN: U93090TN1938GOI000108

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1. Definition and Acronyms

Company/UIIC/purchaser	United India Insurance Company Limited
EMD	Earnest Money Deposit
BG	Bank Guarantee
Bidder	Is a company, which participates in the tender and submits its proposal
Successful Bidder	A company, which, after the complete evaluation process, gets the Letter of Acceptance
Letter of Acceptance / LOA	A signed letter by the Purchaser stating its intention to award the work mentioning the total Contract Value
RFP	Request for Proposal

2. Introduction

2.1 About the Company

United India Insurance Company Limited (UIIC) is one of the four leading public sector General Insurance Companies transacting Non-Life Insurance business in India with Head Office at Chennai, 30 Regional Offices, 7 Large Corporate and Brokers Cells and 2000+ Operating offices geographically spread throughout India. United India Insurance Company Limited, hereinafter called “UIIC” or “The Company”, which term or expression unless excluded by or repugnant to the context or the meaning thereof, shall be deemed/ to include its successors and permitted assigns, issues this bid document, hereinafter called Request for Proposal or RFP inviting response from Bidders.

2.2 Notice Inviting Bids

United India Insurance Company Limited invites sealed tender from eligible Bidders for “Renewal of Oracle Annual Technical Support (ATS)” / Software Licenses Maintenance Charges 2020-21 Oracle Database Enterprise Edition with RAC, partitioning etc.

2.3 Objective of the RFP

For continuing the product support and getting the software upgrades from M/s Oracle for the database as well as other packages which we are using in our applications, it is essential that we keep the Annual Technical Support renewed and current for the total number of 328 Oracle Database Enterprise Edition Licenses and 112 RAC, Partitioning, Tuning and Diagnostic Pack Licenses.

2.4 Schedule of Events

S.No.	Event	Details/ Target Date
1.	Publishing date of the RFP	23.03.2020
2.	Last date for submission of bid	16.04.2020 on or before 02:30 PM
3.	Date of Eligibility & Opening of Technical Bid	16.04.2020 at 03:30 PM
4.	Tender form Fees (Non-refundable)	₹ 5,000 (Rupees Five Thousand Only)
5.	Earnest Money Deposit	₹ 4,00,000 (Rupees Four Lakh Only)
6.	Address for Bid Submission and Correspondence	Chief Manager (IT) Information Technology Department United India Insurance Co. Ltd, 2 nd Floor, NALANDA, No.19, IV Lane, Nungambakkam High Road, Chennai- 600034
7.	Email ID for communication	msshantha@uic.co.in

2.5 Eligibility Criteria

Only those bidders fulfilling the following criteria shall respond to this tender.

SI No	Bidder Eligibility Criteria	Supporting documents Required
1	The bidder must be a Government Organization/PSU/PSE/partnership firm/LLP or limited company existing in India	Certificate of Incorporation
2	The bidder must be Oracle India Authorised Software Support Renewal Partner / Oracle Partner Network (OPN) Members	Manufacturing Authorization Form
3.	The bidder should not have been blacklisted by Central / any State Government / PSU's as on the date of bid submission	Self-Declaration by Bidder as per format provided in Annexure III : No Blacklisting Declaration

3. INSTRUCTIONS / GUIDELINES TO TENDERERS:

- 3.1 UIIC invites bids for “Request of Proposal (RFP) for Renewal of Oracle Annual Technical Support (ATS) Services”.
- 3.2 Tender Bidding Methodology: Sealed Bid System - 'Single Stage - Two Envelopes' [Technical Bid & Commercial Bid].
- 3.3 The Tender Offer as indicated above addressed to the Chief Manager (IT), shall be submitted at the **Information Technology Department, Second Floor, United India Insurance Co. Ltd, NALANDA # 19, IV Lane, Nungambakkam High Road, Chennai – 600034**, Contact No.: 044-28599503, Email Id: msshantha@uiic.co.in on or before **02.30 PM on 16.04.2020**. If the last date for submission of tenders happens to be a holiday due to some unforeseen circumstances, then the tender can be submitted by 11:30 AM on the next working day.

Sealed bid shall be submitted on or before the specified date and time at the above address. UIIC however reserves the right to extend the last day for submission of bids without assigning any reasons and such extensions shall be published in UIIC’s website (<https://uiic.co.in/tender>).

Bid once submitted to the above authority shall be treated as final and no further amended bid will be accepted. However, if UIIC amends the RFP before expiry date of bid submission and a bidder had already submitted his bid, the competent authority at its discretion shall permit fresh submission of bids before the expiry date of bid submission.

3.4 Cover ‘A’ – Eligibility & Technical Bid should contain following items:

- i. Proof of payment of tender Document Fee (Non-Refundable)
- ii. Proof of Earnest Money Deposit (EMD) amount
- iii. [Annexure I: Eligibility Criteria with supporting documents](#)
- iv. [Annexure VI: Pre Contract Integrity Pact](#)
- v. [Annexure III: No Blacklisting Declaration](#)
- vi. Copy of RFP & Corrigendum published in the website (<https://uiic.co.in/tender>) duly signed and stamped.
- vii. [Annexure IV: Undertaking for NIL Deviations](#)
- viii. [Annexure V: Letter of Authorisation](#)
- ix. [Annexure VII: Check List](#)

3.5 Cover ‘B’ – Commercial Bid should contain Annexure II: Commercial Bid only

- 3.6 Proposals submitted in response to this tender must be signed by (in all the pages) the Authorized signatory of the Bidder’s organization as mentioned in the Power of Attorney or Letter of Authorization.
- 3.7 The bid shall be in A4 size papers, numbered with index, highlighted with technical specification details, shall be signed by the Bidder or a person duly authorized to bind the Bidder to the Contract and neatly bound or filed accordingly.
- 3.8 Any interlineations, erasures or overwriting shall be valid only if the person signing the bid counter signs them.



- 3.9 Bids should be spirally bound or fastened securely before submission. Bids submitted in loose sheets will be rejected as non-compliant.
- 3.10 Bidders responding to this tender must comply with the format requirements given in various annexures of the tender. Bids submitted in any other format/type will be treated as non-compliant and may be rejected.
- 3.11 **Cover 'A' - Eligibility & Technical Bid** would be opened on **16.04.2020 (02:30 PM)** by the Committee constituted by UIIC in the presence of bidders who are present at the address given in above para. In case, the date happens to be a holiday, then the tenders would be opened on a subsequent date, which would be advised. UIIC will not provide any reimbursement for traveling, Lodging / boarding, local conveyance or any other related expenses for the attending the Technical Bid Opening Meeting.
- 3.12 After evaluation of Eligibility & Technical Bid, the Commercial Bid of eligible & technically qualified bidders would be opened on by the Committee constituted by UIIC in the presence of bidders who are present at the address given in para 2.4 above. Date of opening of Commercial bid will be communicated to eligible & technically qualified bidder by email /website. In case, the date happens to be a holiday, then the tenders would be opened on a subsequent date, which would be advised. UIIC will not provide any reimbursement for traveling, Lodging / boarding, local conveyance or any other related expenses for the attending the Commercial Bid Opening Meeting.
- 3.13 A non-refundable tender document fee of ₹ **5,000/- (Rupees Five Thousand Only)** shall be remitted through electronic credit only at least one day prior to the tender submission date.

Beneficiary Name	United India Insurance Company Ltd.
IFSC Code	INDB0000007
Account No.	200999095210000100ITORACLE
Bank details	Indusind Bank
Remarks	ORACFEE<Depositors name>

4. EARNEST MONEY DEPOSIT (E.M.D):

- 4.1 The intending bidders should pay an Earnest Money Deposit of ₹ **4,00,000/- (Rupees Four Lakh only)** in the form of Electronic Credit (NEFT/RTGS) only.
- 4.2 The E.M.D may also be electronically credited to our Bank Account as given below:

Beneficiary Name	United India Insurance Company Ltd.
IFSC Code	INDB0000007
Account No.	200999095210000100ITORACLE
Bank details	Indusind Bank
Remarks	EMDORAC<Depositors name>

- 4.3 The EMD will not carry any interest.
- 4.4 The electronic credit should be affected positively at least one day prior to the tender submission date.



5. FORFEITURE OF E.M.D.:

The EMD made by the tenderer will be forfeited if -

- a) The bidder withdraws his tender after acceptance;
- b) The bidder withdraws his tender before the expiry of the validity period of the tender.
- c) The bidder violates any of the provisions of the terms and conditions of this tender specification.

6. REFUND OF E.M.D.:

6.1 EMD furnished by all unsuccessful bidders shall be returned/ discharged at the earliest after expiry of the final tender validity period or awarding of contract to the successful bidder.

6.2 As per Pre-Contract Integrity Pact, EMD of successful bidder can be taken as Security Deposit till the next renewal date i.e. 01-June-2021. Successful bidders can claim EMD after next renewal date i.e. 01-June-2021.

7. UIIC RESERVES THE RIGHT TO:

- Accept / Reject any of the Tender/s.
- Revise the quantities at the time of placing the order.
- Add, Modify, Relax or waive any of the conditions stipulated in the tender specification wherever deemed necessary.

8. REJECTION OF TENDERS:

The tender is liable to be rejected *inter alia*:

- i) If it is not in conformity with the instructions mentioned herein.
- ii) If it is not accompanied by the requisite EMD.
- iii) If it is not properly signed by the bidder.
- iv) If it is not received in a sealed cover.
- v) If it is received after the expiry of the due date and time.
- vi) If it is incomplete including non-furnishing of the required documents and/or evasive.
- vii) If it is quoted for period less than the validity of tender
- viii) If it is received from any blacklisted bidder or whose past experience is not satisfactory.
- ix) Reject any or all the tenders without assigning any reason thereof.

9. VALIDITY OF TENDERS:

Tenders should be valid for acceptance for a period of **45 (Forty-Five) days** from the date of opening of the Bid. Offers with lesser validity period would be rejected.

10. FORMAT AND SIGNING OF BID

- a. Proposals submitted in response to this tender must be signed by (in all the pages) the Authorized signatory of the Bidder's organization as mentioned in the Power of Attorney or Letter of Authorization.
- b. The bid shall be in A4 size papers, numbered with index, highlighted with technical specification details, shall be signed by the Bidder or a person duly authorized to bind the Bidder to the Contract and neatly bound or filed accordingly.



- c. Any interlineations, erasures or overwriting shall be valid only if the person signing the bid counter signs them.
- d. Bids should be spirally bound or fastened securely before submission. Bids submitted in loose sheets will be rejected as non-compliant.
- e. Bidders responding to this tender must comply with the format requirements given in various annexures of the tender. Bids submitted in any other format/type will be treated as non-compliant and may be rejected.

11. PRICE

There shall be no escalation in the prices once the prices are fixed and agreed to by UIIC and the Bidder. But, any benefit arising out of any subsequent reduction in the prices due to reduction in duty & taxes after the prices are fixed and before the delivery should be passed on to the Purchaser/Company.

12. LIQUIDATED DAMAGES

Software update and produce support shall be renewed from 01.06.2020 for a period of one year or maximum of 01 weeks from the date of purchase order which is earlier.

In the event of delayed renewal i.e. renewal after the expiry of the renewal mentioned in above para, the vendor shall be liable to pay a penalty at a percentage on the order value, subject to a maximum of 5% (five percent) as detailed below.

@ 1% for the first week;

@ 2.5% for the second week; and

@ 5% for the third week and above.

For the purpose of this clause, part of the week is considered as a full week.

After the renewal is made, if it is discovered that the items supplied are not according to our specification, such supply would be rejected and has to be replaced with the item of correct specification at the supplier's cost.

13. PAYMENT TERMS

100% payment on submission of Proof of Renewal and within 30 days from the receipt of Invoice

14. ORDER CANCELLATION:

If the bidder fails to deliver the Proof of Renewal the stipulated time schedule or the extended date communicated by UIIC, it will be a breach of contract.

15. RELAXATION / WAIVE

UIIC shall have the right to relax or waive or alter any of the provisions of the tender document.

16. COMPLIANCE OF TECHNICAL SPECIFICATIONS:

If the bidder wishes to depart from the Technical Specification in any respect he shall draw the attention to such points of departure explaining fully the reasons thereof and furnish separately. If there are no deviations, the bidder has to compulsorily furnish **NIL deviation statement**. If the same not provided, then the requirements of the Technical Specification will be deemed to have been accepted in every respect. UIIC reserves the right to accept / reject any or all of the deviations shown by the Bidder. UIIC shall have the right to relax or waive or alter any of the provisions of the tender document.

17. FORCE MAJEURE

Neither the Vendor nor the Purchaser shall be liable to the other for the delay in or failure of their respective obligations under this Agreement/tender caused by occurrences beyond the control of Vendor or Purchaser (as the case may be) due to fire, floods, acts of the Public enemy, war, insurrections, riots, sabotage, any law, statute or ordinance, order, action or regulations of the Government or any compliance therewith similar to the above. Either party shall promptly notify the other of the commencement and cessation of such contingency and prove that such is beyond their control and affects the fulfillment of their obligations under this Agreement adversely and if such contingency continues beyond a period of sixty days, the Purchaser may at his option terminate this contract by giving 10 days' notice in writing to the Vendor.

The respective obligations of the parties shall be extended for the period of Force Majeure provided notices as required above are given in time and the contingency established if so required by the other party.

18. ROYALTIES AND PATENTS

The vendor shall indemnify the purchaser against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods/software, or any part thereof in India.

The supplier shall, at their own expense, defend and indemnify UIIC against all third party claims or infringement of intellectual property rights, including Patent, trademark, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad.

The supplier shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If the purchaser is required to pay compensation to a third party resulting from such infringement, the supplier shall be fully responsible for, including all expenses and court and legal fees.

19. OTHER TERMS AND CONDITIONS

Notwithstanding anything contained herein above, in case of any dispute, claim and legal action arising out of this tender, the parties shall be subject to the jurisdiction of courts at Chennai, India only.



20. LIMITATION OF LIABILITY:

The limitation of liability on any default of vendor will not be more than the purchase order value of products.

Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, neither party shall, in any event, be liable for:

- i) any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages, or
- ii) damages relating to any claim that arose more than one year before institution of adversarial proceedings thereon.

21. ARBITRATION:

All disputes/differences of any kind whatsoever arising out of or in connection with this tender shall be resolved by Arbitration. The place of arbitration shall be city of **Chennai**.

22. MSME CLAUSE

- 22.1 UIIC is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, GOI. The policy details are available on the website www.dcmsme.gov.in
- 22.2 These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centres 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).
- 22.3 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.
- 22.4 Agencies/ Bidders desirous of availing exemptions/ preference under above provisions should submit a copy of proof of Registration as MSEs/ and ownership of the same by SC/ST along with the tender/RFP.

ANNEXURE I: ELIGIBILITY CRITERIA

Only those bidders fulfilling the following criteria shall respond to this tender.

SI No	Bidder Eligibility Criteria	Supporting documents Required	Complied (Yes/No)	Remarks (If Any)
1	The bidder must be a Government Organization/PSU/PSE/partnership firm/LLP or limited company existing in India	Certificate of Incorporation		
2	The bidder must be Oracle India Authorised Software Support Renewal Partner / Oracle Partner Network (OPN) Members	Manufacturing Authorization Form		
3.	The bidder should not have been blacklisted by Central / any State Government / PSU's as on the date of bid submission	Self-Declaration by Bidder as per format provided in Annexure III : No Blacklisting Declaration		



ANNEXURE II: COMMERCIAL BID FORMAT

Service Level: Software Updates

S.NO	Product Description	QTY (Q)	License Type	Validity	Start Date	End Date	Unit Price (P)	Price (INR) (P X Q)
1	Oracle Database Enterprise Edition – Processor Perpetual	<u>328</u>	Full Use	One Year	01.06.2020	31.05.2021		
2	Oracle Diagnostic Pack – Processor Perpetual	<u>112</u>	Full Use	One Year	01.06.2020	31.05.2021		
3	Oracle Partitioning – Processor Perpetual	<u>112</u>	Full Use	One Year	01.06.2020	31.05.2021		
4	Oracle Real Application Clusters – Processor Perpetual	<u>112</u>	Full Use	One Year	01.06.2020	31.05.2021		
5	Oracle Tuning Pack – Processor Perpetual	<u>112</u>	Full Use	One Year	01.06.2020	31.05.2021		
Total (A)								

Service Level: Product Support

S.NO	Product Description	QTY (Q)	License Type	Validity	Start Date	End Date	Unit Price (P)	Price (INR) (P X Q)
1	Oracle Database Enterprise Edition – Processor Perpetual	<u>328</u>	Full Use	One Year	01.06.2020	31.05.2021		
2	Oracle Diagnostic Pack – Processor Perpetual	<u>112</u>	Full Use	One Year	01.06.2020	31.05.2021		
3	Oracle Partitioning – Processor Perpetual	<u>112</u>	Full Use	One Year	01.06.2020	31.05.2021		
4	Oracle Real Application Clusters – Processor Perpetual	<u>112</u>	Full Use	One Year	01.06.2020	31.05.2021		
5	Oracle Tuning Pack – Processor Perpetual	<u>112</u>	Full Use	One Year	01.06.2020	31.05.2021		
Total (B)								

Total Cost of Ownership (TCO) will be = Total Cost (A+B)



Important Note: -

1. The Commercial Bid should contain the Total Cost of Ownership (TCO).
2. UIIC will not provide any reimbursement for traveling, Lodging / boarding, local conveyance or any other related expenses for the site visits.
3. All commercials quoted shall be **Exclusive of applicable taxes.**
4. L1 will be identified on the **Total Cost of Ownership (TCO).**
5. **CSI (Customer Support Identifier) #18066822**

Further, we confirm that we will abide by all the terms and conditions contained in the Request for Proposal document.

Place:

Date:

Seal & Signature of the Bidder



ANNEXURE III: NO BLACKLISTING DECLARATION

(To be submitted in the Bidder's letter head)

Date: __/__/2020

To
The Chief Manager
Information Technology Department
United India Insurance Co. Ltd.,
NALANDA # 19, IV Lane,
Nungambakkam High Road,
Chennai – 600 034

Subject: Submission of No Black Listing Self-Declaration for Tender Ref. No. 000100/HO IT/RFP/483/2019-2020 **“Renewal of Oracle Annual Technical Support (ATS) Services”**

Dear Sir/Madam

We do hereby declare and affirm that we have not been blacklisted by Central / any State Government / PSU's or any regulatory bodies as on the date of bid submission.

(Authorized Signatory of Bidder)

Date _____
(Company Seal)



ANNEXURE IV: UNDERTAKING FOR NIL DEVIATIONS

To
The Chief Manager,
IT Department,
United India Insurance Co. Ltd.,
NALANDA # 19, IV Lane,
Nungambakkam High Road,
Chennai – 600 034

Subject: Undertaking for Nil Deviations for Tender Ref. No. 000100/HO IT/RFP/483/2019-2020 **“Renewal of Oracle Annual Technical Support (ATS) Services”**

Dear Sir,

There are no deviations (nil deviations) from the terms and conditions of the tender. All the terms and conditions of the tender are acceptable to us.

Date:

Place:

Signature of Authorised Signatory:

Name of the Authorised Signatory:

Designation:

Name of the Organisation:

Seal:



ANNEXURE V: FORMAT FOR LETTER OF AUTHORIZATION

(To be submitted in the Bidder's letter head)

To
The Chief Manager
Information Technology Department
United India Insurance Company Limited
NALANDA # 19, IV Lane,
Nungambakkam High Road,
Chennai – 600 034

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING for Tender No: 000100/HO IT/RFP/483/2019-2020

The following persons are hereby authorized to attend the bid opening on _____(date) in the tender for **“Offer for Renewal of Oracle Annual Technical Support (ATS) Services”** on behalf of M/S_____ (Name of the Bidder) in the order of preference given below:

Order of Preference Name Designation Specimen Signature

- 1.
- 2.

(Authorized Signatory of the Bidder)

Date_____

(Company Seal)

1. One person can be authorized for attending the bid opening.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not submitted.



ANNEXURE VI: PRE CONTRACT INTEGRITY PACT

(Should be on Rs.100/-stamp paper)

Ref:

Date:

1 General

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at _____ place _____ on ____ day of the month of _____, 2020 between United India Insurance Company Limited, having its Head Office at NALANDA # 19, IV Lane, Nungambakkam High Road, Chennai – 600 034 (hereinafter called the “BUYER/UIIC”, which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part and M/s. _____ represented by Shri./Smt. _____, Chief Executive Officer (hereinafter called the “BIDDER/SELLER” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to issue RFP for Renewal of Oracle Annual Technical Support Services and the BIDDER/SELLER is willing to offer/has offered the services and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a corporation set up under an Act of Parliament.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence /prejudiced dealing prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

- Enabling the BUYER to obtain the desired said stores/equipment/services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and
- Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption in any form by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

2 Commitments of the BUYER

- 2.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 2.2 The BUYER will during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 2.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and during such a period shall be debarred from further dealings

related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

3 Commitments of BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contact stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any officials of the BUYER, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe , gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, or has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with contract and the details of services agree upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain or pass on the others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 if the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative to any of the officers of the BUYER or alternatively, if any relative of the officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 2 (77) of the Companies Act, 2013.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4 Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5 Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount ₹4,00,000/- (Rupees Four Lakh only) as Earnest Money/Security Deposit, with the BUYER through any of the following instrument.

- (i) in the form of electronic credit only to UIIC Bank Account.
- (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER immediately on demand without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- (iii) The Earnest Money/Security Deposit shall be valid for a period of one year OR the complete conclusion of the contractual obligation to the complete satisfaction of both the buyer and bidder, including the warranty period, whichever is later.
- (iv) In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provision of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- (v) No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.
- (vi) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER immediately on demand without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

6 Sanctions for Violations

6.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required :-

- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue
- ii. The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER
 - iv. To recover all sums already paid by the BUYER, and in case of Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a bidder from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the bidder from the buyer in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER along with interest.
 - vi. To cancel all or any other Contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER
 - vii. To debar the BIDDER from participating in future bidding processes of the buyer or its associates or subsidiaries for minimum period of five years, which may be further extended at the discretion of the BUYER.
 - viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with BIDDER, the same shall not be opened.
 - x. Forfeiture of Performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect that a breach of the provision of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

7 Fall Clause

- 7.1 The BIDDER undertakes that it has not supplied/is not supplying similar products /systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8 Independent Monitors

- 8.1 The BUYER is in the process of appointing Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instruction by the representatives of the parties and perform their functions neutrally and independently.



- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices or has reason to believe, a violation of the Pact, he will so inform the Authority designated by the BUYER
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documents. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings
- 8.8 The Monitor will submit a written report to the designed Authority of the BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

9 Facilitation of Investigation

In case of any allegation of violation of any provision of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10 Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER

11 Other Legal Actions

The action stipulated in this integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12 Validity

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later in case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.
- 12.2 Should one or several provisions of the Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13 The parties hereby sign this integrity Pact, at _____ on _____

BUYER

BIDDER

Name of the Officer

Designation

UIC

Witness

1. _____

2. _____

CHIEF EXECUTIVE OFFICER

Witness

1. _____

2. _____



ANNEXURE VII: CHECKLIST

S.No	Document	Enclosed
1.	Cover A : Eligibility & Technical Bid	
	Proof of Tender Fee (Non-Refundable)	
	Proof of EMD	
	Copy of RFP published in the website (https://uiic.co.in/tender) duly signed and stamped.	
	Annexure I: Eligibility Criteria along with Supporting Documents	
	Annexure III: No Blacklisting Declaration	
	Annexure IV: Undertaking for NIL Deviation	
	Annexure V: Format for Letter of Authorization	
	Annexure VI: Pre Contract Integrity Pact	
	Annexure VII: Checklist	
2.	Cover B : Commercial Bid	
	Annexure II: Commercial Bid	

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