



REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF SERVICE PROVIDER FOR MICROSOFT PRODUCTS UNDER ENTERPRISE AGREEMENT (EA)

UIIC:HO:ITD:RFP:574:2020-21



UNITED INDIA INSURANCE CO. LTD

INFORMATION TECHNOLOGY DEPARTMENT

NALANDA

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CIN : U93090TN1938GOI000108



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Bidders are advised to study this tender document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.

The response to this tender should be full and complete in all respects. Incomplete or partial bids shall be rejected. The Bidder must quote for all the items asked for, in this tender.

The Bidder shall bear all costs associated with the preparation and submission of the bid, including cost of presentation and demonstration for the purposes of clarification of the bid, if so desired by UIICL. UIICL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.



CONTENTS

PURPOSE OF THIS DOCUMENT -----	4
DEFINITION OF TERMS USED IN THIS DOCUMENT-----	4
SECTION 1- BID SCHEDULE AND ADDRESS-----	5
SECTION 2 – INTRODUCTION-----	6
2.1 ABOUT UIIC -----	6
2.2 OBJECTIVE OF THIS RFP: -----	6
2.3 DUE DILIGENCE -----	6
2.4 ELIGIBILITY CRITERIA-----	7
SECTION 3 – SCOPE OF WORK -----	8
3.1 SCOPE OF WORK: -----	8
3.2 SINGLE POINT OF CONTACT -----	11
SECTION 4 – INSTRUCTION TO BIDDERS -----	11
4.1 INSTRUCTIONS/GUIDELINES TO BIDDERS-----	11
4.1.1 ONLINE SUBMISSION -----	11
4.1.2 ONLINE DOCUMENT TO BE SUBMITTED -----	11
4.1.3 TENDER FEE -----	12
4.2 THE COMPANY RESERVES THE RIGHT TO -----	12
4.3 REJECTION OF TENDERS-----	12
4.4 VALIDITY OF TENDERS -----	12
4.5 GENERAL TERMS -----	13
4.6 SECURITY DEPOSIT-----	13
5 PRICE-----	13
6 EVALUATION OF OFFERS -----	14
7 INSURANCE – Is it required? -----	14
8 NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER -----	14
9 FORMAT AND SIGNING OF BID-----	14
10 PUBLICITY -----	14
11 ROYALTIES AND PATENTS -----	15
12 PURCHASER’S RIGHT TO VARY QUANTITIES / REPEAT ORDER -----	15
13 CHANGE / MODIFICATION IN LOCATIONS FOR DELIVERY/INSTALLATION/SUPPORT -----	15
14 LATE BIDS-----	15
15 INSPECTION AND TESTS -----	15
16 INDEMNIFICATION -----	16
17 LIQUIDATED DAMAGES DURING DELIVERY, INSTALLATION & WARRANTY -----	16
18 LIMITATION OF LIABILITY -----	17
19 INSOLVENCY -----	17
20 FORCE MAJEURE -----	17
21 DISPUTE RESOLUTION -----	17
22 WAIVER -----	18
23 TERMINATION-----	18
24 TERMINATION FOR CONVENIENCE -----	18
25 CONTRACT/AGREEMENT-----	18



26	PAYMENT TERMS-----	19
27	DELAY IN BIDDER'S PERFORMANCE -----	19
28	INSPECTION OF RECORDS -----	20
29	RIGHTS OF VISIT -----	20
30	CLARIFICATION TO BIDDERS -----	20
31	EVALUATION METHODOLOGY -----	20
32	SERVICE LEVEL AGREEMENT -----	21
33	Sub-Contracting -----	22
34	Make IN INDIA -----	22
	ANNEXURE 1- FORMAT FOR LETTER OF AUTHORIZATION -----	23
	ANNEXURE 2- NO BLACKLIST DECLARATION -----	24
	ANNEXURE 3- MANUFACTURERS AUTHORISATION FORMAT -----	25
	ANNEXURE 4- STATEMENT OF NIL DEVIATIONS-----	26
	ANNEXURE 5- ELIGIBILITY CRITERIA FORM -----	27
	ANNEXURE 6- COMMERCIAL BID FORMAT [ALL AMOUNTS SHOULD BE IN INR]-----	29
	ANNEXURE 7- NDA (NON- DISCLOSURE AGREEMENT FORMAT) -----	31
	ANNEXURE 8- PRE INTEGRITY PACT (FORMAT) -----	36
	ANNEXURE 9- EXISTING MICROSOFT LICENSES UNDER EA -----	42
	ANNEXURE 10- BID SUBMISSION CHECK LIST – FOR BIDDERS -----	43
	ANNEXURE 11 – LAND BORDER WITH INDIA -----	44
	ANNEXURE 12 – PROJECT TEAM PROFILE (INDIVIDUAL) DETAILED -----	45
	ANNEXURE 13 – BID SECURITY DECLARATION -----	47
	INSTRUCTION TO BIDDERS FOR ONLINE SUBMISSION -----	48

PURPOSE OF THIS DOCUMENT

The purpose of this Request for Proposal (hereafter referred to as “RFP”) is to define the scope of work for the Bidder for selection of service provider for Microsoft products under enterprise agreement (EA).

This RFP contains details regarding the scope, project timelines, evaluation process, terms and conditions as well as other relevant details which the Bidder needs to factor in while responding to this RFP.

DEFINITION OF TERMS USED IN THIS DOCUMENT

Company/UIIC/purchaser	United India Insurance Company Limited
BG	Bank Guarantee
Vendor/Bidder	Is a company, which participates in the tender and submits its proposal
Products/equipment	Materials, which the Successful Bidder is required to supply as per this tender
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
OEM	Original Equipment Manufacturer
SLA	Service Level Agreement
SP	Service Provider
SI	System Integrator
DC	Data Center
DR	Disaster Recovery
RCA	Root Cause Analysis
AMC	Annual Maintenance Contract
RFP	Request for Proposal
SOW	Scope of Work
T&C	Terms and Conditions
TCO	Total Cost of Ownership
ATS	Annual Technical Support
LAR	Large Account Reseller

SECTION 1- BID SCHEDULE AND ADDRESS

Sunol.	Description	
1.	Name of the Tender	REQUEST FOR PROPOSAL (RFP) FOR selection of service provider for Microsoft products under enterprise agreement (EA)
2.	Tender Reference Number	000100/HO IT/RFP/574/2020-2021
3.	Tender Release Date	09.03.2021
4.	Last date for bid submission	15.03.2021 (03:00 PM)
5.	Address for submitting of Bids	Online Submission
6.	Tender Fee (Non-Refundable)	₹ 10,000 /-(Rupee Ten Thousand only)

Note:

1. Bids will be opened in the presence of the Bidders' representatives who choose to attend.
2. Any queries relating to the process of online bid submission or queries relating to e-Nvidia Portal, in general, may be directed to the 24x7 e-Nivida Helpdesk.
3. The contact number for the helpdesk is **Gagan (8448288987/89/epochelpdesk.01@gmail.com), Ambika (8448288988/94/epochelpdesk.02@gmail.com), Retnajith (9355030607), Sanjeet (8882495599), Rahul Singh (8448288982), Amit (9355030624), Abhishek Kumar (9355030617), Tariq (9355030608)**

SECTION 2 – INTRODUCTION

2.1 ABOUT UIIC

United India Insurance Company Limited (UIIC) is a leading public sector General Insurance Company transacting General 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 and has over 13000+ employees. 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, intends to issue this RFP document, to eligible Vendors, hereafter called as ‘Vendors’, to participate in the competitive bidding for procurement of Microsoft Products under Enterprise Agreement (EA).

2.2 OBJECTIVE OF THIS RFP:

The purpose of this Request for Proposal (hereafter referred to as “RFP”) is to define scope of work for procurement of Microsoft Products under Enterprise Agreement (EA). This RFP contains details regarding scope, project timelines, evaluation process, terms and conditions as well as other relevant details which bidder needs to factor while responding to this RFP.

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling UIIC (“the company”) to select a Service Provider for Renewal of Microsoft Products under Enterprise Agreement (EA).

The company, for this purpose, invites proposal from Vendors who are interested in participating in this RFP who fulfil the eligibility criteria mentioned under section 2.4. Apart from the above the vendor must also agree to all our terms & conditions mentioned under this RFP.

The RFP document is not recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the company and any successful Vendor as identified by the company, after completion of the selection process as detailed in this document.

2.3 DUE DILIGENCE

The Bidders are expected to examine all instructions, terms and specifications stated in this RFP. The Bid shall be deemed to have been submitted after careful study and examination of this RFP document. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP document. Failure to furnish all information or submission of a bid not responsive to this RFP will be at the Bidders’ risk and may result in rejection of the bid. The decision of UIIC on rejection of bid shall be final.

2.4 ELIGIBILITY CRITERIA

S. No.	Eligibility Criteria	Documentary Proof Required
1.	The Bidder should be a Registered Company in India under the 'Companies Act' and should be in existence in India for more than five (05) years (As on date of RFP)	Copy of the Certificate of Incorporation issued by Registrar of Companies.
2.	Bidder must be in the business of providing Microsoft products in India at least for the last 3 years (As on date of RFP)	Documentary Proof to be attached (Certificate of Incorporation) along with order / contract copy / LAR Certificate.
3.	The bidder should have an average annual financial turnover of at least ₹150 Crore for the last three financial year's viz. 2017-18, 2018-19, and 2019-20.	Audited financial statements / Certificate from Auditor.
4.	The bidder should have made Net Profit after taxation in the last three financial years viz. 2017-18, 2018-19, and 2019-20.	Audited financial statements / Certificate from Auditor.
5.	The bidder should not have been blacklisted/ debarred by any Government Departments, Agencies , BFSI or Public Sector Undertakings in India as on the date of submission of the tender .	As per annexure 2: No Blacklist declaration.
6.	Bidder should be certified Large Account Reseller (LAR) of Microsoft.	Relevant letter from OEM, copy of necessary certificate (LAR) from Microsoft to be enclosed.
7.	Bidder should be able to execute the Enterprise Agreement (EA) of Microsoft.	Letter of confirmation.
8.	The Bidder should have provided proposed Microsoft Online products in at least 3 Organizations, including at least 1 Financial Institute / Commercial Bank / Govt Organization in India in last 3 years.	Documentary Proof of order / contract copy / customer credentials.

All dates if not specified to be applicable from the date of the RFP.

SECTION 3 – SCOPE OF WORK

3.1 SCOPE OF WORK:

UICC reserves its right to change the scope of work considering the size and variety of the requirements and the changing business conditions. The successful vendor need to supply the licenses along with 3 years' subscription services for the Microsoft products as per Annexure 3

Post-delivery of above mentioned Microsoft Products, vendor also have to ensure the successful implementation and subscription services. During the subscription period, if any call has been raised, then successful vendor need to close that call in coordination with the Microsoft.

Considering the enormity of the assignment, any service which forms a part of the Project Scope that is not explicitly mentioned in scope of work as excluded would form part of this RFP, and the Vendor is expected to provide the same at no additional cost to the company. The Vendor needs to consider and envisage all services that would be required in the Scope and ensure the same is delivered to the company. UICC will not accept any plea of the Vendor at a later date for omission of services on the pretext that the same was not explicitly mentioned in the RFP.

3.2 Service Level and Uptime Guarantee

The objective of the Service Level Management process is to manage and maintain the quality of IT services delivered to UICC's end users. The process should also seek to improve the quality of service delivered to the end users by reviewing the level of performance achieved.

The Bidder is expected to design and implement a Service Level Management process to enable both the end user and the Vendors to have a clear understanding of the expected level of delivered services by documenting these goals in formal documents.

The SI is expected to perform the following activities in relation to Service Level Management with other IT processes:

1. Incident Management service assists Service Level Management by:
 - Monitoring and reporting on threshold breaches in agreements and notifying support officers when escalation and breach events occur
 - Providing information on historical data and trends
 - Providing the interface with customers on the level of services provided
 - Recording escalation actions and activities to maintain the service commitment under an SLA with the customer.
2. Problem Management service - assists Service Level Management by:
 - Identifying the underlying cause of incidents and problems to minimize their recurrence
 - Providing statistics, trends and historical data and assisting with Service Level Management reporting.
3. Change Management service assists Service Level Management by:
 - Providing information on the effect of changes on the IT infrastructure and the impact on service level targets before and after these changes are implemented
 - Tracking improvement in services since service levels are defined
4. Configuration Management service assists Service Level Management by:
 - Identifying the services affected by faulty configuration implementations
 - Identifying components/functions that combine to deliver a business function/service so that underlying agreements can be set up.

5. Assess and collate the Service Levels across multiple Vendor Contracts
6. Define, document, and implement a process to ensure that service levels are tracked
7. Develop a process by which reports are produced showing the performance of a service against its SLA
8. Undertake routine exercises whereby each SLA target is analyzed
9. Define, document, and implement a process that ensures that SLAs are regularly reviewed to ensure that they meet the UIIC's requirements
10. Track the SLA in conjunction with the change management process, define, document and implement a process whereby all changes to SLAs are agreed upon and raised through the change management process using a request for change.
11. Provide periodic status on the Service Levels maintained across all the components/services that are required to be tracked
12. Compute the penalties based on the Service Level defaults
13. Collate the required documentation, evidence required to be shared with the respective Vendors

3.2.2.1 Security Management:

The Bidder must ensure that the ongoing operations adheres to UIIC's security policy. The Bidder is expected to monitor and report any deviation from UIIC's policies for the complete operations solution.

UIIC's policies are in line with global standards like ISO 27001. Audits will be conducted by UIIC (or by auditors and / or Consultants empanelled by UIIC for the purpose.) Any findings unearthed during these audits will have to be fixed by the bidder.

The Bidder shall define a standard operating environment for UIIC's IT infrastructure based on UIIC's security policies. It shall also ensure that the required updates are performed as necessary.

3.2.2.2 Exit Management Services

In addition to the requirements mentioned in RFP, the purpose of this section is to provide details of bidder's assistance during termination or expiration of contract and exit plan strategy for the UIIC. Bidder also has to develop a detailed Exit Plan with-in 6 months of signing of contract. After that, the exit plan has to be regularly reviewed and updated on a yearly basis.

Following shall be covered as part of the Handover & Transition of Services at the end of contract period or in the event of termination. The scope of work mentioned is illustrative and not exhaustive. The bidder needs to comply with UIIC's requirements and any statutory or regulatory guidelines

1. If any other agency or service provider is selected by UIIC for providing in-scope services, the Bidder selected through this RFP shall provide support for necessary handholding, transition, sharing of information and relevant documents and other related support to the complete satisfaction of UIIC. In case if UIIC observes the lack of willingness to manage transit/ sharing of information or lack of support from bidder (selected through this RFP), UIIC shall have absolute discretion to apply requisite penalties and deduct the amount from its billing or from performance guarantee.
2. Bidder shall provide the necessary transition for the period of 6 months. However, this period of transition could vary depending on the need of UIIC and the same shall be communicated to them.
3. During transition phase, the Successful Bidder shall not change or remove their key resources at any locations to enable the successful transition.
4. During transition phase, UIIC will deploy a dedicated Transition Manager to enable the successful transition.



5. During the exit management process, it is the responsibility of bidder to address and rectify the problems identified with the IT infrastructure of UIIC including installation/reinstallation of the system software, Databases etc.
6. The ownership of the assets (including soft and hard components existing and procured through this RFP) except for those which are taken as a service, at any point of time during the term of the contract or expiry of the Contract, shall rest with UIIC. In addition, any information/data gathered or generated by the Successful Bidder during the term of the contract would be the property of UIIC and the same should be handed over to UIIC in native format at the end or termination of the contract.
7. In case UIIC decides to withdraw any services/components from the Bidder's scope of work during the contract period, the Successful Bidder has to facilitate the transition of that service / components in compliance with above clauses.
8. Bidder shall provide the Termination/Expiration Assistance regardless of the reason for termination or expiration.
9. Bidder shall fully and timely compliance with the Exit Plan.
10. Bidder shall not make any changes to the Services under this Agreement and shall continue to provide all Services to comply with the Service Levels.
11. The bidder should perform a complete reverse transition of services to the UIIC's selected new vendor.
12. Bidder shall within ninety (90) days of the Signing Date, deliver to UIIC a plan specifying the Termination/Expiration Assistance including the functions and services of Bidder necessary to accomplish the transfer of the responsibility for the Services from Bidder to UIIC or a Third Party, in the event of the expiry of the Term or the termination of this Agreement. The plan shall at the minimum, contain the Bidder's detailed plan for Operational and Knowledge Transfer requirements and list of documentation.
13. The Exit Plan shall be updated by the Bidder on an annual basis in accordance with UIIC's requirements and delivered to UIIC for its approval on or before the start of each Contract Year.
14. Knowledge Transfer and Handover of Services.
15. Bidder shall provide for a -transfer of knowledge regarding the Services.
16. Provide to UIIC personnel or designated third party personnel training in the performance of the Services that are to be transferred.
17. Bidder shall train personnel designated by UIIC and/or its designee(s) in the use of any processes or associated Equipment, Materials, Systems or tools used in connection with the provision of the Services as needed for such personnel to assume responsibility for performance of the Services.
18. Provide to UIIC and/or its designee(s) information regarding the Services as necessary to implement the Exit Plan, and providing such information regarding Services as reasonably necessary for UIIC or its designee to assume responsibility for continued performance of Services in an orderly manner so as to minimize disruption in the operations
19. Explain the change management process, problem management process, Policies and Procedures Manual, reports and other standards and procedures to UIIC's or its designee's operations staff.
20. Provide technical documentation for Software used by Provider to provide the Services as needed for continuing performance of the Services.
21. Identify, record and provide release levels for Software and updating such records of release levels prior to and during transition of the Services.
22. Provide assistance to UIIC or its designee in notifying third-party vendors of procedures to be followed during the transition of Services.
23. Bidder shall provide other technical and process assistance as requested by UIIC and/or its designee(s).

3.2 SINGLE POINT OF CONTACT

The selected Bidder shall appoint a single point of contact, with whom UIIC will deal with, for any activity pertaining to the requirements of this RFP.

SECTION 4 – INSTRUCTION TO BIDDERS

4.1 INSTRUCTIONS/GUIDELINES TO BIDDERS

- UNITED INDIA INSURANCE Co. Ltd. invites bids for the selection of service provider for Microsoft products under Enterprise Agreement (EA).
- Tender Bidding Methodology: 'Single Stage Online submission & Two stage online opening' [Eligibility & Commercial Bid].
- The bidding process is completely online. Bidders are requested to submit all documents online as detailed in this RFP. Bidders should submit hard copy if demanded or a clarification is sought in this regard.

4.1.1 ONLINE SUBMISSION

- The bidders can access the documents in the UIIC e-tendering portal <https://uiic.enivida.com>
- Bidders can avail the service of the e-tendering service provider for registering themselves, accessing tender documents, and completing the tender submission formalities. The service provider will provide all necessary assistance to bidders for online bidding.
- For further instructions regarding submission of bids online, the bidders shall visit the e-tender portal (<https://uiic.enivida.com>).
- The relevant tender documents can be purchased/downloaded from the e-tendering site with the bidders authorized user credentials.
- The bidders should mandatorily fill in all relevant details as per the requested form in the e-tendering portal in all three sections i.e., Prequalification, Commercial Bid and all relevant scanned copies to be attached.

4.1.2 ONLINE DOCUMENT TO BE SUBMITTED

The bidders should mandatorily attach below scanned copies of the following documents in the respective sections.

➤ **ELIGIBILITY DOCUMENTS (ONLINE SUBMISSION - SCANNED DOCUMENTS):**

- RFP Document Fee submission proof.
- Authorized signatory of the Bidder signing the Bid Documents should be empowered to do so as per Annexure 1. Proof in the form of letter signed by a Director or Company Secretary to be attached.
- No Blacklisting Declaration as per Annexure 2.
- Letter of Authorisation / Manufacturer Authorisation by Power of Attorney of OEM as per Annexure 3.
- Statement of Nil Deviations as per Annexure 4.



- Eligibility Criteria Declaration Form as per Annexure 5. All supporting documents as detailed in Annexure 5.
- Non-disclosure agreement to be submitted as per Annexure 7.
- Bid Submission Check List as per Annexure 10.
- Copy of this RFP duly signed and stamped as token of acceptance of all the terms and conditions of this tender.
- Pre-Integrity Pact as per Annexure 8
- Annexure 11, 12 & 13 to be submitted.

➤ **FINANCIAL DOCUMENTS (ONLINE SUBMISSION - SCANNED DOCUMENTS):**

- Commercial Bid to be submitted as per Annexure 6.

4.1.3 TENDER FEE

- A non-refundable tender document fee of ₹ 10,000/- (Rupees Ten Thousand Only) shall be remitted through NEFT at least two days prior to the tender submission date to the below account:

Beneficiary Name	United India Insurance Company Ltd.
IFSC Code	INDB0000007
Account No	200999095210000100ITEATender
Bank Details	Indusind Bank
Remarks	TENDER_FEE_EATENDER<Depositor Name>

4.2 THE COMPANY RESERVES THE RIGHT TO

- Accept / Reject any of the Tenders.
- 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.
- Reject any or all the tenders without assigning any reason thereof.
- Award contracts to one or more bidders for the item/s covered by this tender.
- Seek clarifications from the prospective bidders for the purpose of finalizing the tender.

4.3 REJECTION OF TENDERS

The tender is liable to be rejected inter-alia:

- If it is not in conformity with the instructions mentioned herein,
- If it is not accompanied by the requisite proof of tender document fee paid.
- If it is not accompanied by the requisite proof of EMD paid.
- If it is not properly signed by the bidder.
- If it is received after the expiry of the due date and time.
- If it is evasive or incomplete including non-furnishing the required documents.
- If it is quoted for period less than the validity of tender.
- If it is received from any blacklisted bidder or whose past experience is not satisfactory.

4.4 VALIDITY OF TENDERS

Tenders should be valid for acceptance for a period of at least 180 (One hundred and eighty only) days from the date of bid submission. Offers with lesser validity period would be rejected.

4.5 GENERAL TERMS

- The successful bidder shall sign the agreement within 15 days from the date of Letter of Acceptance (LOA) from UIIC.
- The agreement shall be in force for a period of 3 (THREE) years from the date of issue of Purchase Order and may be extended on mutually agreed terms.
- The offer containing erasures or alterations will not be considered. There shall be no handwritten material, corrections or alterations in the offer.
- Addendum/Amendments/Corrigendum, if any, will be communicated through UIIC e-Tendering portal (<https://uiic.enivida.com/>) only. UIIC reserves the right to cancel the tender at any time without incurring any penalty or financial obligation to any bidder.
- UIIC reserves its right to carry out inspection of the proposed solution facility, if required. There shall not be any additional charges for such inspection.
- 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
- 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).
- 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.
- 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.
- The bidder to note that splitting of order would not be applicable in this tender.

4.6 SECURITY DEPOSIT

The successful bidder will have to furnish a security deposit to the tune of 3% what should be the correct % of the total contract value in the form of a Bank Guarantee for a period of 3 years & 3 months obtained from a nationalised/scheduled bank for proper fulfilment of the contract.

5 PRICE

- The bidders should quote only the base price. All applicable taxes will be paid as actuals.
- The price shall be all inclusive of labour cost, packing, forwarding, freight, transit insurance, Excise duty, road permit charges, other duties, if any, including state levy, delivery, installation, commissioning and testing charges.
- There shall be no escalation in the prices once the prices are fixed and agreed to by the Company and the bidders. But any benefit arising out of any subsequent reduction in the prices due to reduction in duty during the period between the date of Letter of Acceptance and the date of Purchase Order, should be passed on to the Purchaser /Company.
- All the items should be quoted in INR (Indian Rupees) only.

6 EVALUATION OF OFFERS

Each bidder acknowledges and accepts that the UIIC, in consultation with its appointed consultants may in its absolute discretion apply selection criteria for evaluation of proposals for short listing / selecting the eligible bidders(s). The RFP document along with addendum/corrigendum if any, will form part of agreement to be signed / executed with the UIIC by the successful bidder through this procurement / evaluation process.

7 INSURANCE – Is it required?

The Bidder is responsible for acquiring transit insurance for all components, if any. The goods to be transported under this Contract shall be fully insured in Indian Rupees.

8 NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER

- UIIC is under no obligation to accept the lowest or any other offer received in response to this tender and reserves the right to reject any or all the offers including incomplete offers without assigning any reason whatsoever.
- UIIC reserves the right to make any changes in the terms and conditions of the tender. UIIC will not be obliged to meet and have discussions with any Bidder or to entertain any representations.

9 FORMAT AND SIGNING OF BID

- 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.
- 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 bind or filed accordingly.
- Any interlineations, erasures or overwriting may be considered invalid.
- Bids should be fastened securely before submission. Bids submitted in loose sheets may be rejected as non-compliant.
- Bidders responding to this tender must comply with the format requirements given in various annexure of the tender, bids submitted in any other format/type will be treated as non-compliant and may be rejected.
- ADDITIONAL INFORMATION: Include additional information which will be essential for better understanding of the proposal. This might include diagrams, extracts from manuals, or other explanatory documentation, which would clarify and/or substantiate the bid. Any material included here should be specifically referenced elsewhere in the bid.
- GLOSSARY: Provide a glossary of all abbreviations, acronyms, and technical terms used to describe the services or products proposed. This glossary should be provided even if these terms are described or defined at their first use in the bid response.

10 PUBLICITY

Any publicity by the vendor in which the name of the Company is to be mentioned should be carried out only with the prior and specific written approval from the Company. In case the vendor desires to show any of the equipment to his customers, prior approval of the Company will have to be obtained by the vendor in writing.

11 ROYALTIES AND PATENTS

Any royalties or patents or the charges for the use or infringement thereof that may be involved in the contract shall be included in the price. Bidder shall protect the Company against any claims thereof.

12 PURCHASER'S RIGHT TO VARY QUANTITIES / REPEAT ORDER

The purchaser reserves the right at the time of award of the contract to increase the quantity of the goods and services specified in the schedule of requirements without any changes in unit price of the ordered quantity.

The purchaser reserves the right to place order for additional items of bill of material, apart from the numbers / locations mentioned in this RFP **(OR)** purchaser reserves the right to place order for additional items at the same rates and terms & conditions during the entire contract period from the date of acceptance of Purchase Order by the bidder. No additional cost whatsoever other than the cost contracted would be paid. In case of any change in tax rates, the taxes prevailing at the time of placing repeat order would be applicable.

13 CHANGE / MODIFICATION IN LOCATIONS FOR DELIVERY/INSTALLATION/SUPPORT

Company reserves the right to change/modify locations for support of the items. In the event of any change/modification in the locations where the hardware items are to be delivered, the bidder in such cases shall deliver, install and support at the modified locations at no extra cost to UIIC.

In case the hardware items are already delivered, and if the modifications in the locations are made after delivery, the bidder shall carry out installation, testing and commissioning at the modified locations. UIIC in such cases shall bear the shifting charges/arrange shifting and the bidder shall shift the material to the alternate locations at mutually agreed prices if the Company so requests.

The Warranty should be applicable to the altered locations also.

14 LATE BIDS

Bidders are advised in their own interest to ensure that bids are uploaded on portal well before the closing date and time of the bid.

15 INSPECTION AND TESTS

The Purchaser or its representatives or ultimate client shall have the right to inspect and test the goods for their conformity to the specifications. The Purchaser may also appoint an agency for this purpose. The technical specifications shall specify what inspection and tests the Purchaser requires and where they are to be conducted. Where the Purchaser decides to conduct such tests on the premises of the supplier, all reasonable facilities and assistance like testing instruments and other test gadgets including access to the drawings and production data shall be furnished to the UIIC officials free of costs. In case the tested goods fail to conform to the specifications, the company may reject them, and the Supplier shall either replace the rejected goods or make alteration necessary to meet the specifications requirements free of cost to the Purchaser.

Notwithstanding the pre-supply tests and inspections, the material on receipt in the Purchaser's premises shall also be tested and if any material or part thereof is found defective, the same shall be replaced free of cost to the Purchaser.

If any material before it is taken over is found defective or fails to fulfil the requirements of the contract, the company shall give the Supplier notice setting forth details of such defects or failures and the Supplier shall make the material good or alter the same to make it to comply with the requirements of the contract and in any case within a period not exceeding 2 months of the initial report. These replacements shall be made by the Supplier, free of the all charges, at the site(s).

16 INDEMNIFICATION

The Bidder shall, at its own expense, defend and indemnify UIC against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (Bidder's) employees or agents, or by any other third party resulting from or by any gross negligence and/or wilful default by or on behalf of the Bidder and against any and all claims by employees, workmen, contractors, sub- contractors, suppliers, agent(s), employed, engaged, or otherwise working for the Bidder, in respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.

The Bidder shall indemnify, protect and save UIC and hold UIC harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly from a gross negligence and/or wilful default of the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, breach of any of the terms of this tender document or breach of any representation or warranty by the Bidder, use of the deliverables and or services provided by the Bidder, Infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project.

The Bidder shall further indemnify UIC against any proven loss or damage to UIC's premises or property, etc., due to the gross negligence and/or wilful default of the Bidder's employees or representatives to the extent it can be clearly established that such employees or representatives acted under the express direction of the Bidder.

The Bidder shall further indemnify UIC against any proven loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on UIC for malfunctioning of the equipment at all points of time, provided however:

UIC notifies the Bidder in writing in a reasonable time frame on being aware of such claim, the Bidder has sole control of defence and all related settlement negotiations. UIC provides the Bidder with the assistance, information and authority reasonably necessary to perform the above, and UIC does not make any statement or comments or representations about the claim without prior written consent of the Bidder, except under due process of law or order of the court. It is clarified that the Bidder shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to UIC's (and/or its customers, users and service providers) rights, interest and reputation.

17 LIQUIDATED DAMAGES DURING DELIVERY, INSTALLATION & WARRANTY

The liquidated damage is an estimate of the loss or damage that UIC may have suffered due to non-performance of any of the obligations (under the terms and conditions) or delay in performance during the contract relating to activities agreed to be undertaken by the Bidder.

If the bidder fails to deliver and install the Solution or to perform the services within the time period(s) specified in the contract, UIC shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 1% of the contract price for

every week (seven days) or part thereof of delay, up to maximum deduction of 10% of the contract price. Once the maximum is reached, UIC may consider termination of the contract.

Liquidated damages are not applicable for reasons attributable to UIC and Force Majeure. However, it is the responsibility/onus of the Bidder to prove that the delay is attributed to UIC and Force Majeure. The Bidder shall submit the proof authenticated by the Bidder and UIC's official that the delay is attributed to UIC and Force Majeure along with the bills requesting payment.

Liquidated damages are applicable over and above all the penalties mentioned in RFP.

18 LIMITATION OF LIABILITY

Bidder's cumulative liability for its obligations under the contract shall not exceed 100% of Contract value and the bidder shall not be liable for incidental / consequential or indirect damages including loss of profit or saving.

19 INSOLVENCY

The Company may terminate the contract by giving written notice to the vendor without compensation, if the vendor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the company.

20 FORCE MAJEURE

The parties shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by Force Majeure.

For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the parties, due to or as a result of or caused by acts of God, wars, insurrections, riots, Pandemics, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation.

In the event of any such intervening Force Majeure, each party shall notify the other party in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the other party, the party pleading Force Majeure shall continue to perform/render/discharge other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.

In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the parties shall hold consultations with each other in an endeavour to find a solution to the problem. Notwithstanding the above, the decision of UIC shall be final and binding on the Bidder.

21 DISPUTE RESOLUTION

The bids and any contract resulting there from shall be governed by and construed according to the Indian Laws.

All settlement of disputes or differences whatsoever, arising between the parties out of or in connection to the construction, meaning and operation or effect of this Offer or in the discharge of any obligation arising under this Offer (whether during the course of execution of the order or after completion and whether before or after termination, abandonment or breach of the Agreement) shall be resolved amicably between UIC and the vendor's representative.

In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then the same shall be resolved as follows:

"Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties."

The venue of the arbitration shall be Chennai.

The language of arbitration shall be English.

The award shall be final and binding on both the parties.

Work under the contract shall be continued by the vendor during the arbitration proceedings unless otherwise directed in writing by UIIC unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the contract, no payment due, or payable by UIIC, to the vendor shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.

22 WAIVER

No failure or delay on the part of any of party relating to the exercise of any right power privilege or remedy provided under the this tender and the subsequent agreement with the other party shall operate as a waiver of such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right, power, privilege or remedy preclude any other or further exercise of such or any other right, power privilege or remedy provided in this tender and subsequent agreement all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity unless such waiver , amendments or modification is in writing and signed by the party against whom enforcement of the waiver, amendment or modification is sought.

23 TERMINATION

UIIC shall be entitled to terminate the agreement/purchase order with the Bidder at any time giving 60(sixty) days prior written notice to the Bidder if the Bidder breaches its obligations under the tender document or the subsequent agreement/purchase order and if the breach is not cured within 30 (Thirty) days from the date of notice.

24 TERMINATION FOR CONVENIENCE

UIIC may terminate the Contract, in whole or in part, at any time for its convenience by written notice of not less than 60 (sixty) days. The notice of termination shall specify that termination is for the UIIC's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective. The Bidder needs to make sure that during transition needs to be done as per the agreed methodology and time between UIIC and bidder. The transition period should be guided by the Exit Management clause of the RFP

25 CONTRACT/AGREEMENT

The contract/agreement between the Vendor and the Purchaser will be signed in accordance with all the terms and conditions mentioned in this tender document and addendums/corrigendum.

The successful bidder has to furnish two copies of the contract/agreement in ₹100/- stamp paper, with all the above terms and conditions mentioned including the commercials. The draft of the contract/agreement will be shared to the successful bidder along with the LOA.

The successful bidder has to furnish the duly signed contract/agreement along with the security deposit/performance guarantee for UIC's counter signature within 15 days from the receipt of LOA.

26 PAYMENT TERMS

- a. No advance payment shall be made in any case.
- b. All payments will be made to the Bidder in Indian Rupees only.
- c. ATS charges shall be paid yearly in advance.
- d. The Bidder recognizes that all payments to the Bidder under this RFP and subsequent agreement are linked to and dependent on successful achievement and acceptance of deliverables / activities set out in the project plan and therefore any delay in achievement of such deliverables / activities shall automatically result in delay of such corresponding payment.
- e. Any objection / dispute to the amounts invoiced in the bill shall be raised by UIC within reasonable time from the date of receipt of the invoice.
- f. All out of pocket expenses, travelling, boarding and lodging expenses for the entire term of this RFP and subsequent agreement is included in the amounts and the Bidder shall not be entitled to charge any additional costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc.
- g. The company also reserves the right to prescribe additional documents for release of payments and the bidder shall comply with the same.
- h. The bidder shall cover the entire scope of services mentioned and deliver all the 'deliverables' as mentioned under the scope of work.
- i. The bidder must accept the payment terms proposed by UIC. The financial bid submitted by the bidder must be in conformity with the payment terms proposed by UIC. Any deviation from the proposed payment terms would not be accepted. UIC shall have the right to withhold any payment due to the SP, in case of delays or defaults on the part of the SP. Such withholding of payment shall not amount to a default on the part of UIC.

Annual Subscription Fee: 100% of product wise yearly subscription cost plus applicable taxes will be paid yearly in advance after delivery of licenses on Volume Licensing Service Center (VLSC) & implementation (if applicable) of respective products.

Annual Subscription Fee for true up quantities will be paid with next year payment cycle.

There shall be no escalation in the prices once the prices are fixed and agreed to by the company and the vendor during the entire period of agreement/contract

27 DELAY IN BIDDER'S PERFORMANCE

Delivery of licenses shall be made by the bidder in accordance with the time schedule specified by UIC in the contract. Any delay by the bidder in the performance of action relating to implementation/service/other obligations shall render the bidder liable to any or all of the following sanctions:

- Forfeiture of performance security,
- Imposition of liquidated damages,
- Termination of the contract for default.

28 INSPECTION OF RECORDS

All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the company as well as the company's authorized representatives and the contractor shall at all times during the usual working hours and at all other times at which reasonable notice of the intention of the company or company's representatives to visit the works have been given to the contractor, either himself be present or receive order or instructions or have a responsible agent duly accredited in writing present for that purpose.

Said records are subject to examination. UIIC's auditors would execute confidentiality agreement with the bidder, provided that the auditors would be permitted to submit their findings to UIIC, which would be used by UIIC. The cost of the audit will be borne by UIIC. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.

29 RIGHTS OF VISIT

UIIC reserves the right to inspect and monitor/assess the progress of the project at any time during the course of the Contract. The Purchaser may demand and upon such demand being made, the Purchaser shall be provided with any document, data, material or any other information, which it may require, to enable it to assess the progress of the project.

30 CLARIFICATION TO BIDDERS

The text of the clarifications sought (without identifying the source of enquiry) and the response given by UIIC, together with amendment / corrigendum to the bidding document, if any, will be posted on UIIC website (<https://uiic.co.in>) / e-tender portal only. It would be responsibility of the bidder to check the website and e-tender portal (<https://uiic.enivida.com/>) before final submission of bids.

31 EVALUATION METHODOLOGY

A two bid system is adopted for selection of the vendor:

- Stage 1 –Eligibility Bid evaluation
- Stage 2 - Commercial Bid Evaluation

During evaluation of the Tenders, the company, at its discretion, may ask the Vendor for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered, or permitted. The company reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the company shall be final and binding on all the vendors to this document and company will not entertain any correspondence in this regard.

General Eligibility Criteria

UIIC shall scrutinize the Eligibility bid submitted by the bidder. A thorough examination of supporting documents to meet each eligibility criteria shall be conducted to determine the Eligible bidders. Bidders not complying with the eligibility criteria are liable to be rejected and shall not be considered for commercial bid Evaluation.



The bidders meeting the General Eligibility Criteria will be considered for commercial bid evaluation. Any credential/supporting detail mentioned in “Annexure 6- Eligibility criteria form” and not accompanied by relevant proof documents will not be considered for evaluation. All credential letters should be appropriately bound, labelled and segregated in the respective areas. There is no restriction on the number of credentials a Bidder can provide.

Commercial Bid Evaluation Considerations

Commercial bid evaluation shall be considered as below in case of any kind of discrepancy:

1. If there is a discrepancy between words and figures, the amount in words shall prevail
2. If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail
3. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of UIIC, there is an obvious error such as a misplacement of a decimal point, in which case the line item total will prevail
4. Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the schedule of prices, the amount obtained on totalling the line items in the Bill of Materials will prevail
5. The amount stated in the correction form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall price to rise, in which case the bid price shall prevail
6. If there is a discrepancy in the total, the correct total shall be arrived at by UIIC
7. In case the bidder does not accept the correction of the errors as stated above, the bid shall be rejected.
8. At the sole discretion and determination of the UIIC, the UIIC may add any other relevant criteria for evaluating the proposals received in response to this RFP.
9. UIIC may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to
10. All liability related to non-compliance of this minimum wages requirement and any other law will be responsibility of the bidder.
11. The UIIC shall not incur any liability to the affected bidder on account of such rejection.
12. The commercials will be calculated till two decimal points only. If the third decimal point is greater than .005, the same shall be scaled up else it shall be scaled down to arrive at two decimal points. UIIC will make similar treatment for 4th or subsequent decimal point to finally arrive at two decimal points only.

32 SERVICE LEVEL AGREEMENT

The successful vendor shall execute a) Service Level Agreement (SLA), which must include all the services and terms and conditions of the services to be extended as detailed herein, and as may be prescribed or recommended by the company and b) Non-Disclosure Agreement (NDA).



The successful vendor shall execute the SLA and NDA within 30 days from the date of acceptance of Purchase Order.

All the expenses related to execution of the document such as the applicable stamp duty and registration charges if any shall be borne by the vendor.

Bidder shall ensure compliance with the SLAs defined in the RFP. This section describes the service levels that has been established for the services offered by the bidder to UIIC. The bidder shall monitor and maintain the stated service levels to provide quality customer service to UIIC.

33 Sub-Contracting

Any type of formation of consortium, sub-contracting and joint assignments will not be allowed / considered. Such bids shall be disqualified.

34 Make IN INDIA

Guidelines on Public Procurement (Preference to Make in India), Order 2017 (PPP-MII Order) vide GOI, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion Notification No.P45021/2/2017(BE-II) dated June 15, 2017 and revision thereto and Ministry of Electronics and Information Technology vide Notification no F.No 33 (1)/2017/IPHW dated 14th September 2017 will be applicable for this RFP and allotment will be done in terms of said Order(s), if applicable, for any of the equipment.



ANNEXURE 1- FORMAT FOR LETTER OF AUTHORIZATION
[To be included in 'Cover – A' Eligibility Bid Envelope]
[To be uploaded in Eligibility document section of e-Nivida portal]

Ref. No: 000100/HO IT/RFP/574/2020-2021

To
The Deputy General Manager
Information Technology Department
United India Insurance Co. Ltd.
Head Office, NALANDA
19,4th Lane
Uthamar Gandhi Salai,
(Nungambakkam High Road)
Chennai – 600034

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

The following persons are hereby authorized to attend the bid opening on _____(date) in respect of the tender for “Selection of service provider for Microsoft products under enterprise agreement (EA).” 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. Maximum of two persons 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 2- NO BLACKLIST DECLARATION
[To be included in 'Cover – A' Eligibility Bid Envelope]
[To be uploaded in Eligibility document section of e-Nivida portal]

Ref. No: 000100/HO IT/RFP/574/2020-2021

To
The Deputy General Manager
Information Technology Department
United India Insurance Co. Ltd.
Head Office, NALANDA
19,4th Lane
Uthamar Gandhi Salai,
(Nungambakkam High Road)
Chennai – 600034

Subject: Submission of No Blacklisting Self-Declaration for Tender Ref. No: Ref. No: 000100/HO IT/RFP/574/2020-2021 “Selection of service provider for Microsoft products under enterprise agreement (EA)”.

Dear Sir/Madam,

We do hereby declare and affirm that we have not been blacklisted/debarred by any Government Departments, Agencies or Public Sector Undertakings & BFSI in India as on the date of submission of the tender for “Selection of service provider for Microsoft products under enterprise agreement (EA)”.

(Authorized Signatory of Bidder)

Date:
(Company Seal)



ANNEXURE 3 - MANUFACTURERS AUTHORISATION FORMAT

[To be included in 'Cover – A' Eligibility Bid Envelope]

[To be uploaded in Eligibility document section of e-Nivida portal]

Ref. No: 000100/HO IT/RFP/574/2020-2021

To

The Deputy General Manager
Information Technology Department
United India Insurance Co. Ltd.
Head Office, NALANDA,
19,4th Lane
Uthamar Gandhi Salai,
(Nungambakkam High Road)
Chennai – 600034

Subject: Manufacturers Authorisation Form for the “Tender for Proposal (RFP) for Selection of service provider for Microsoft products under enterprise agreement (EA)”

<This MAF should be on the letterhead of the OEM and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the bidder in its eligibility bid>

MAF should broadly cover the following:

- a. Registered office address of OEM
- b. Authorizing bidder to participate in the tender and negotiate and conclude the contract with UIIC.
- c. Confirm extension of full warranty and guarantee as per the terms and conditions of the tender and the contract for the solution, products/equipment and services including extension of technical support and updates / upgrades if contracted by the bidder
- d. ensure all product upgrades including software upgrades and new product feature releases during the contract period.
- e. And also confirm that such Products as UIIC may opt to purchase from the Supplier, provided, that this option shall not relieve the Supplier of any warranty obligations under the Contract.
- f. In the event of termination of production of such Products:
 - i. advance notification to UIIC of the pending termination, in sufficient time to permit the UIIC to procure needed requirements; and
 - ii. Following such termination, furnishing at no cost to UIIC, the blueprints, design documents, operations manuals, standards and specifications of the Products, if requested.
- g. Should also confirm to undertake, that in case if the bidder is not able to maintain the solution to the satisfaction of the Company as per the functional and technical specification of the bid, will replace the bidder with another bidder to maintain the solution till the contract period in this bid at no extra cost to the company.

Yours faithfully,

(Authorized Signatory of Bidder)

Date:

(Company Seal)



ANNEXURE 4 - STATEMENT OF NIL DEVIATIONS

[To be included in 'Cover – A' Eligibility Bid Envelope]

[To be uploaded in Eligibility document section of e-Nivida portal]

Ref. No: 000100/HO IT/RFP/574/2020-2021

To

The Deputy General Manager
Information Technology Department
United India Insurance Co. Ltd.
Head Office NALANDA, # 19,4th Lane
Uthamar Gandhi Salai,
(Nungambakkam High Road)
Chennai – 600034

Re: Your RFP Ref. No: 000100/HO IT/RFP/574/2020-2021 - "Selection of service provider for Microsoft products under enterprise agreement (EA)"

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.

Yours faithfully,

(Authorized Signatory of Bidder)

Date:

(Company Seal)



ANNEXURE 5 - ELIGIBILITY CRITERIA FORM
[To be included in 'Cover – A' Eligibility Bid Envelope]
 [To be uploaded in Eligibility document section of e-Nivida portal]

To
 The Deputy General Manager
 Information Technology Department
 United India Insurance Co. Ltd
 Head Office, NALANDA, # 19,4th Lane
 Uthamar Gandhi Salai,
 (Nungambakkam High Road)
 Chennai – 600034
 Ref. No: 000100/HO IT/574/194/2020-2021

ELIGIBILITY CRITERIA FOR BIDDERS

S.No.	Particulars	
1	Registered Name & Address of The Bidder	
2	Location of Corporate Head Quarters	
3	Date & Country of Incorporation	
4	GSTIN and date of registration	
5	In the Location business since (year)	
6	Whether the bidder is an OEM / SI	
7	Address for Communication	
8	Contact Person-1 (Name, Designation, Phone, Email ID)	
9	Contact Person-2 (Name, Designation, Phone, Email ID)	

TURN OVER & NET PROFIT

Financial Year / Accounting Year	Turnover (in Crores)	Net Profit
2017-2018		
2018-2019		
2019-20		

ELIGIBILITY CRITERIA FOR BIDDERS – to match with 2.4

S. No.	Eligibility Criteria	Documentary Proof Required
1.	The Bidder should be a Registered Company in India under the 'Companies Act' and should be in existence in India for more than five (05) years (As on date of RFP)	Copy of the Certificate of Incorporation issued by Registrar of Companies.
2.	Bidder must be in the business of providing Microsoft products in India at least for the last 3 years (As on date of RFP)	Documentary Proof to be attached (Certificate of Incorporation) along with order / contract copy / LAR Certificate.
3.	The bidder should have an average annual financial turnover of at least ₹150 Crore for the last three financial year's viz. 2017-18, 2018-	Audited financial statements / Certificate from Auditor.



	19, and 2019-20.	
4.	The bidder should have made Net Profit after taxation in the last three financial years viz. 2017-18, 2018-19, and 2019-20.	Audited financial statements / Certificate from Auditor.
5.	The bidder should not have been blacklisted/ debarred by any Government Departments, Agencies or Public Sector Undertakings in India as on the date of submission of the tender .	As per annexure 2: No Blacklist declaration.
6.	Bidder should be certified Large Account Reseller (LAR) of Microsoft.	Relevant letter from OEM, copy of necessary certificate (LAR) from Microsoft to be enclosed.
7.	Bidder should be able to execute the Enterprise Agreement (EA) of Microsoft.	Letter of confirmation.
8.	The Bidder should have provided proposed Microsoft Online products in at least 3 Organizations, including at least 1 Financial Institute / Commercial Bank / Govt Organization in India in last 3 years.	Documentary Proof of order / contract copy / customer credentials.

All dates if not specified to be applicable from the date of the RFP.

Signature:

Name:

Designation:



ANNEXURE 6 - COMMERCIAL BID FORMAT [ALL AMOUNTS SHOULD BE IN INR]
[To be included in Cover 'B'- Commercial Bid]

Ref. No: 000100/HO IT/RFP/574/2020-2021 – “Tender for Selection of service provider for Microsoft products under enterprise agreement (EA)”

TABLE A

Part Code	Product Description	Qty	Product Quantities			Renewal Unit Prices INR		
			Year 1	Year 2	Year 3	Year 1	Year 2	Year 3
	Enterprise Products							
	Profile 1							
T6A-00024	O365E1 ShrdSvr ALNG SubsVL MVL PerUsr	240	240	240	240			
AAA-10842	O365E3 ShrdSvr ALNG SubsVL MVL PerUsr	10	10	10	10			
R18-00051	WinSvrCAL ALNG SA MVL DvcCAL	12998	12998	12998	12998			
	Additional Products							
7JQ-00343	SQLSvrEntCore ALNG SA MVL 2Lic CoreLic	46	46	46	46			
7NQ-00292	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	20	20	20	20			
9EA-00278	WinSvrDCCore ALNG SA MVL 2Lic CoreLic	252	252	252	252			
R39-00396	WinSvrExtConn ALNG SA MVL	2	2	2	2			
9EM-00270	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic	1360	1360	1360	1360			
NK4-00002	PwrBIPro ShrdSvr ALNG SubsVL MVL PerUsr	30	30	30	30			
	YEARLY TOTAL							
	GRAND TOTAL FOR 3 YEARS (A)							

TABLE B

Part Number	Item Name	Purchase Period	Unit Price / Qty
7JQ-00341	SQLSvrEntCore ALNG LicSAPk MVL 2Lic CoreLic	TrueUp Yr3	
7JQ-00341	SQLSvrEntCore ALNG LicSAPk MVL 2Lic CoreLic	TrueUp Yr2	
7JQ-00341	SQLSvrEntCore ALNG LicSAPk MVL 2Lic CoreLic	TrueUp Yr1	
7NQ-00302	SQLSvrStdCore ALNG LicSAPk MVL 2Lic CoreLic	TrueUp Yr3	
7NQ-00302	SQLSvrStdCore ALNG LicSAPk MVL 2Lic CoreLic	TrueUp Yr2	
7NQ-00302	SQLSvrStdCore ALNG LicSAPk MVL 2Lic CoreLic	TrueUp Yr1	
9EA-00039	WinSvrDCCore ALNG LicSAPk MVL 2Lic CoreLic	TrueUp Yr3	
9EA-00039	WinSvrDCCore ALNG LicSAPk MVL 2Lic CoreLic	TrueUp Yr2	
9EA-00039	WinSvrDCCore ALNG LicSAPk MVL 2Lic CoreLic	TrueUp Yr1	
9EM-00562	WinSvrSTDCore ALNG LicSAPk MVL 2Lic CoreLic	TrueUp Yr3	
9EM-00562	WinSvrSTDCore ALNG LicSAPk MVL 2Lic CoreLic	TrueUp Yr2	
9EM-00562	WinSvrSTDCore ALNG LicSAPk MVL 2Lic CoreLic	TrueUp Yr1	
	TOTAL (B)		



We abide by following terms and conditions

- Both TABLE 'A' & TABLE 'B' will be considered for L1 evaluation.
- For each of the above items provided the vendor is required to provide the cost for every line item where the vendor has considered the cost in BOM.
- The vendor needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the vendor would need to provide the same without any charge. Vendor should make no changes to the quantity.
- If the cost for any line item is indicated as zero / blank, then it will be assumed by the company that the said item is provided to the company without any cost.
- All Deliverables to be supplied as per RFP requirements provided in the tender.
- The Service Charges need to include all services and other requirement as mentioned in the RFP.
- The vendor has to make sure all the arithmetical calculations are accurate. UIIC will not be held responsible for any incorrect calculations however for the purpose of calculation UIIC will take the corrected figures / cost.
- All prices to be in Indian Rupee (INR) only.
- Prices quoted by the Vendor should be inclusive of all taxes, duties, levies etc. except GST which will be paid extra at actuals. The Vendor is expected to provide the GST amount and GST percentage in both the commercial and masked bids (without amounts being submitted in the technical response). There will be no price escalation for during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected
- All Quoted Commercial Values should comprise of values only upto 2 decimal places. UIIC for evaluation purpose will consider values only upto 2 decimal places for all calculations & ignore all figures beyond 2 decimal places.
- If there is any mismatch between Unit cost per year x Quantity x period and the total price quoted by the vendors, then UIIC will consider the highest value among both the values for TCO calculation. However, the Purchase Order will be placed on lower value.

Signature:

Name:

Designation:

Date:



ANNEXURE 7- NDA (NON - DISCLOSURE AGREEMENT FORMAT)

(To be submitted in separate ₹100 stamp paper)

[To be included in 'Cover – A' Eligibility Bid Envelope]

[To be uploaded in Eligibility document section of e-Nivida portal]

This confidentiality and non-disclosure agreement is made on the.....day of....., 20..... between (Bidder), (hereinafter to be referred to as “-----”) which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns a company incorporated under the Companies Act, 1956 and having its principal office at(address) and UNITED INDIA INSURANCE COMPANY LIMITED (hereinafter to be called “UIIC”) which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns having its Registered Office at (address) on the following terms and conditions:

WHEREAS, in the course of the business relationship between the aforesaid parties, both the parties acknowledge that either party may have access to or have disclosed any information, which is of a confidential nature, through any mode and recognize that there is a need to disclose to one another such confidential information, of each party to be used only for the Business Purpose and to protect such confidential information from unauthorized use and disclosure;

NOW THEREFORE, in consideration of the mutual promises contained herein, the adequacy and sufficiency of which consideration is hereby acknowledged and agreed, the parties hereby agree as follows:

This Agreement shall apply to all confidential and proprietary information disclosed by one party to the other party, including information included in the caption ‘Definitions’ of this Agreement and other information which the disclosing party identifies in writing or otherwise as confidential before or within thirty days after disclosure to the receiving party (“Confidential Information”). Information may be in any form or medium, tangible or intangible, and may be communicated/disclosed in writing, orally, electronically or through visual observation or by any other means to one party (the receiving party) by the other party (the disclosing party).

1. DEFINITIONS

(a) CONFIDENTIAL INFORMATION means all the information of the Disclosing Party which is disclosed to the Receiving party pursuant to the business arrangement whether oral or written or through visual observation or in electronic mode and shall include but is not limited to trade secrets, know-how, inventions, techniques, processes, plans, algorithms, software programs, source code, semiconductor designs, schematic designs, business methods, customer lists, contacts, financial information, sales and marketing plans techniques, schematics, designs, contracts, financial information, sales and marketing plans, business plans, clients, client data, business affairs, operations, strategies, inventions, methodologies, technologies, employees, subcontractors, the contents of any and all agreements, subscription lists, customer lists, photo files, advertising materials, contract quotations, charity contracts, documents, passwords, codes, computer programs, tapes, books, records, files and tax returns, data, statistics, facts, figures, numbers, records, professionals employed, correspondence carried out with and received from professionals such as Advocates, Solicitors, Barristers, Attorneys,

Chartered Accountants, Company Secretaries, Doctors, Auditors, Surveyors, Loss Assessors, Investigators, Forensic experts, Scientists, Opinions, Reports, all matters coming within the purview of Privileged Communications as contemplated under Indian Evidence Act, 1872, legal notices sent and received, Claim files, Insurance policies, their rates, advantages, terms, conditions, exclusions, charges, correspondence from and with clients/ customers or their representatives, Proposal Forms, Claim-forms, Complaints, Suits, testimonies, matters related to any enquiry, claim-notes, defences taken before a Court of Law, Judicial Forum, Quasi-judicial bodies, or any Authority, Commission, pricing, service proposals, methods of operations, procedures, products and/ or services and business information of the Disclosing Party. The above definition of Confidential Information applies to both parties equally; however, in addition, without limitation, where the Disclosing Party is the UIIC, no information that is exempted from disclosure under section 8 or any other provision of Right to Information Act, 2005 shall at any time be disclosed by the Receiving Party to any third party.

(b) MATERIALS means including without limitation, documents, drawings, models, apparatus, sketches, designs and lists furnished to the Receiving Party by the Disclosing Party and any tangible embodiments of the Disclosing Party's Confidential Information created by the Receiving Party.

2. COVENANT NOT TO DISCLOSE

The Receiving Party will use the Disclosing Party's Confidential Information solely to fulfil its obligations as part of and in furtherance of the actual or potential business relationship with the Disclosing Party. The Receiving Party shall not use the Confidential Information in any way that is directly or indirectly detrimental to the Disclosing Party or its subsidiaries or affiliates and shall not disclose the Confidential Information to any unauthorized third party. The Receiving Party shall not disclose any Confidential Information to any person except to its employees, authorized agents, consultants and contractors on a need to know basis, who have prior to the disclosure of or access to any such Confidential Information agreed in writing to receive it under terms at least as restrictive as those specified in this Agreement.

In this regard, the agreement entered into between the Receiving Party and any such person/s shall be forwarded to the Disclosing Party promptly thereafter. Prior to disclosing any Confidential Information to such person/s, the Receiving Party shall inform them of the confidential nature of the information and their obligation to refrain from disclosure of the Confidential Information. The Receiving party shall use at least the same degree of care in safeguarding the Confidential Information as it uses or would use in safeguarding its own Confidential Information and shall take all steps necessary to protect the Confidential Information from any unauthorized or inadvertent use. In no event shall the Receiving Party take all reasonable measures that are lesser than the measures it uses for its own information of similar type. The Receiving Party and its Representatives will immediately notify the Disclosing Party of any use or disclosure of the Confidential Information that is not authorized by this Agreement. In particular, the Receiving Party will immediately give notice in writing to the Disclosing Party of any unauthorized use or disclosure of the Confidential Information and agrees to assist the Disclosing Party in remedying such unauthorized use or disclosure of the Confidential Information.



The Receiving Party and its Representatives shall not disclose to any person including, without limitation any corporation, sovereign, partnership, company, Association of Persons, entity or individual

- (i) the fact that any investigations, discussions or negotiations are taking place concerning the actual or potential business relationship between the parties,
- (ii) that it has requested or received Confidential Information, or
- (iii) any of the terms, conditions or any other fact about the actual or potential business relationship.

This confidentiality obligation shall not apply only to the extent that the Receiving Party can demonstrate that:

(a) the Confidential Information of the Disclosing Party is, or properly became, at the time of disclosure, part of the public domain, by publication or otherwise, except by breach of the provisions of this Agreement; or

(b) was rightfully acquired by the Receiving Party or its Representatives prior to disclosure by the Disclosing Party;

(c) was independently developed by Receiving Party or its Representatives without reference to the Confidential Information; or

(d) the Confidential Information of the Disclosing Party is required to be disclosed by a Government agency, is the subject of a subpoena or other legal or demand for disclosure; provided, however, that the receiving party has given the disclosing party prompt written notice of such demand for disclosure and the receiving party reasonably cooperates with the disclosing party's efforts to secure an appropriate protective order prior to such disclosure.

(e) is disclosed with the prior consent of or was duly authorized in writing by the disclosing party.

3. RETURN OF THE MATERIALS

Upon the disclosing party's request, the receiving party shall either return to the disclosing party all Information or shall certify to the disclosing party that all media containing Information have been destroyed. Provided, however, that an archival copy of the Information may be retained in the files of the receiving party's counsel, solely for the purpose of proving the contents of the Information.

4. OWNERSHIP OF CONFIDENTIAL INFORMATION

The Disclosing Party shall be deemed the owner of all Confidential Information disclosed by it or its agents to the Receiving Party hereunder, including without limitation all patents, copyright, trademark, service mark, trade secret and other proprietary rights and interests therein, and Receiving Party acknowledges and agrees that nothing contained in this Agreement shall be construed as granting any rights to the Receiving Party, by license or otherwise in or to any Confidential Information. Confidential Information is provided "as is" with all faults.



By disclosing Information or executing this Agreement, the disclosing party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right.

In no event shall the Disclosing Party be liable for the accuracy or completeness of the Confidential Information. THE DISCLOSING PARTY DISCLAIMS ALL WARRANTIES REGARDING THE INFORMATION, INCLUDING ALL WARRANTIES WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AND ALL WARRANTIES AS TO THE ACCURACY OR UTILITY OF SUCH INFORMATION. Execution of this Agreement and the disclosure of Information pursuant to this Agreement does not constitute or imply any commitment, promise, or inducement by either party to make any purchase or sale, or to enter into any additional agreement of any kind.

5. REMEDIES FOR BREACH OF CONFIDENTIALITY

(a) The Receiving Party agrees and acknowledges that Confidential Information is owned solely by the disclosing party (or its licensors) and that any unauthorized disclosure of any Confidential Information prohibited herein or any breach of the provisions herein may result in an irreparable harm and significant injury and damage to the Disclosing Party which may be difficult to ascertain and not be adequately compensable in terms of monetary damages. The Disclosing Party will have no adequate remedy at law thereof, and that the Disclosing Party may, in addition to all other remedies available to it at law or in equity, be entitled to obtain timely preliminary, temporary or permanent mandatory or restraining injunctions, orders or decrees as may be necessary to protect the Disclosing Party against, or on account of, any breach by the Receiving Party of the provisions contained herein, and the Receiving Party agrees to reimburse the reasonable legal fees and other costs incurred by Disclosing Party in enforcing the provisions of this Agreement apart from paying damages with interest at the market rate prevalent on the date of breach to the Disclosing Party.

(b) The Receiving Party agrees and acknowledges that any disclosure, misappropriation, conversion or dishonest use of the said Confidential Information shall, in addition to the remedies mentioned above, make the Receiving Party criminally liable for Breach of Trust under section 405 of the Indian Penal Code.

6. TERM

This Agreement shall be effective on the first date written above and shall continue in full force and effect at all times thereafter. This Agreement shall however apply to Confidential Information disclosed by the Disclosing Party to the Receiving Party prior to, as well as after the effective date hereof. The Receiving Party acknowledges and agrees that the termination of any agreement and relationship with the Disclosing Party shall not in any way affect the obligations of the Receiving Party in not disclosing of Confidential Information of the Disclosing Party set forth herein. The obligation of non-disclosure of Confidential Information shall bind both parties, and also their successors, nominees and assignees, perpetually.

7. GOVERNING LAW & JURISDICTION

This Agreement shall be governed by and construed with solely in accordance with the laws of India in every particular, including formation and interpretation without regard to its conflicts of law



provisions. Any proceedings arising out of or in connection with this Agreement shall be brought only before the Courts of competent jurisdiction in Chennai.

8. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement and understanding between the parties as to the subject-matter of this Agreement and supersedes all prior or simultaneous representations, discussions, and negotiations whether oral or written or electronic. This Agreement may be amended or supplemented only by a writing that is signed by duly authorized representatives of both parties.

9. WAIVER

No term or provision hereof will be considered waived by either party and no breach excused by the Disclosing Party, unless such waiver or consent is in writing signed by or on behalf of duly Constituted Attorney of the Disclosing Party. No consent or waiver whether express or implied of a breach by the Disclosing Party will constitute consent to the waiver of or excuse of any other or different or subsequent breach by the Receiving Party.

10. SEVERABILITY

If any provision of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the same economic or legal effect as the original provision and the remainder of this Agreement will remain in full force.

11. NOTICES

Any notice provided for or permitted under this Agreement will be treated as having been given when (a) delivered personally, or (b) sent by confirmed telecopy, or (c) sent by commercial overnight courier with written verification of receipt, or (d) mailed postage prepaid by certified or registered mail, return receipt requested, or (e) by electronic mail, to the party to be notified, at the address set forth below or at such other place of which the other party has been notified in accordance with the provisions of this clause. Such notice will be treated as having been received upon actual receipt or five days after posting. Provided always that notices to the UIIC shall be served on the Information Technology Department of the Company's Head Office at Chennai and a CC thereof be earmarked to the concerned Branch, Divisional or Regional Office as the case may be by RPAD & email.

IN WITNESS WHEREOF THE PARTIES HERE TO have set and subscribed their respective hands and seals the day and year herein above mentioned.

(a) for & on behalf of United India Insurance Co. Ltd

(a) for & on behalf of (BIDDER'S NAME)

DEPUTY GENERAL MANAGER

In the presence of:

In the presence of:

Witnesses - 1:

Witnesses - 1:

Witnesses - 2:

Witnesses - 2:



ANNEXURE 8 - PRE INTEGRITY PACT (FORMAT)

(Bidders to submit 2 (two) copies of integrity pact in ₹ 100 stamp paper)

[To be included in 'Cover – A' Eligibility Bid Envelope]

[To be uploaded in Eligibility document section of e-Nivida portal]

Ref. No: 000100/HO IT/RFP/574/2020-2021 – “Tender for Selection of service provider for Microsoft products under enterprise agreement (EA)”

Date:

1 General

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at _____ place _____ on _____ day of the month of _____, 2019 between United India Insurance Company Limited, having its Head Office at 24, Whites Road, Chennai – 600 014 (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 supply, installation and maintenance of firewall 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 Sanctions for Violations

- 5.1 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.
- 5.2 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 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

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

12 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.



13 Validity

13.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 3 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.

13.2 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.

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

(a) for & on behalf of United India Insurance Co. Ltd

(a) for & on behalf of (BIDDER'S NAME)

DEPUTY GENERAL MANAGER

CHIEF EXECUTIVE OFFICER

In the presence of:

In the presence of:

Witnesses - 1:

Witnesses - 1:

Witnesses - 2:

Witnesses - 2:



ANNEXURE 9 - EXISTING MICROSOFT LICENSES UNDER EA

Below are the Microsoft products along with quantity, currently UIIC has active Software Assurance under Enterprise Agreement (EA).

S#	Product Name	Product Family	Quantity
1	BztlkSvrEnt ALNG SA MVL 2Lic CoreLic	BizTalk Server Enterprise	1
2	CoreCAL ALNG SA MVL PltfrmDvcCAL	Core CAL (Client Access License)	1
3	EntCAL ALNG SA MVL PltfrmDvcCALwSrvcs	Enterprise CAL	1
4	EntCALsRvcsforEnt ALNG SubsVL MVL PerUsr	Enterprise CAL Servers for Enterprise	1
5	OfficeProPlus ALNG SA MVL Pltfrm	Office Professional Plus	2
6	PwrBIProShrdSvr ALNG SubsVL MVL PerUsr	Power BI Pro	30
7	SharePointSvr ALNG SA MVL	SharePoint Server	2
8	SQLSvrEntCore ALNG SA MVL 2Lic CoreLic	SQL Server Enterprise Core	46
9	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	SQL Server Standard Core	20
10	VSEntSubMSDN ALNG SA MVL	Visual Studio Enterprise Sub MSDN	1
11	WINENTperDVC ALNG SA MVL Pltfrm	Windows ENT per Device	2
12	WinSvrCAL ALNG SA MVL DvcCAL	Windows Server CAL	12998
13	WinSvrDCCore ALNG SA MVL 2Lic CoreLic	Windows Server DC Core	252
14	WinSvrExtConn ALNG SA MVL	Windows Server External Connector	2
15	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic	Windows Server STD CORE	1360

Signature:

Name:

Designation:



ANNEXURE 10 - BID SUBMISSION CHECK LIST – FOR BIDDERS

S#	Document	Attached (Yes/No)	Page#
COVER A			
1.	Tender Fee remittance details.		
2.	Letter of Authorization as per Annexure 1.		
3.	No Blacklisting Declaration as per Annexure 2.		
4.	Authorization Form by Power of Attorney of OEM as per Annexure 3.		
5.	Statement of Nil deviation as per Annexure 4.		
6.	Eligibility Criteria Declaration Form as per Annexure 5. And supporting documents as detailed in Annexure 5.		
7.	Non-Disclosure Agreement as per Annexure 7.		
8.	Pre-Contract Integrity Pact as per Annexure 8 in stamp paper (2 copies).		
9.	Land Border with India as per Annexure 11.		
10.	Project Team profile as per Annexure 12.		
11.	Bid Security Declaration Format as per Annexure 13.		
COVER B			
1	Commercial Bid as per Annexure 6.		



ANNEXURE 11 – Land Border with India
[To be included in 'Cover – A' Eligibility Bid Envelope]
[To be uploaded in Eligibility document section of e-Nivida portal]

To
The Deputy General Manager
Information Technology Department
United India Insurance Company Limited
Head Office, 19, 4th Lane, Nungambakkam High Road,
Chennai – 600034

Subject: Offer for RFP Ref. No: 000100/HO IT/RFP/574/2020-2021 “Tender for Selection of service provider for Microsoft products under enterprise agreement (EA)”

Dear Sir/Madam,

I have read Office Memorandum F.No.6/18/2019-PPD dated 23.07.2020 issued by the Ministry of Finance, Department of Expenditure, Public Procurement Division Inserting Rule 144 (xi) in GFRs 2017 which defines clauses regarding restrictions or procurement from a bidder of a country which shares a land border with India. I certify that _____ (Bidder / OEM Name) is not from such a country or, if from such a country, has been registered with the competent authority, I certify that this bidder / OEM fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the competent authority shall be attached.]”

Authorized Signatory

Name Designation

Office Seal

Place:

Date:

ANNEXURE 12 – Project Team Profile (Individual) Detailed
[To be included in 'Cover – A' Eligibility Bid Envelope]

[To be uploaded in Eligibility document section of e-Nivida portal]

1 Name					
a	Brief Introduction (in bullets)				
2	Date of Birth				
3	Phone Number				
4	Position in the firm				
5	Total years of post-qualification work experience				
6 Employment Record					
	Company Name	Positions Held	Duration	Clients Worked	
6.1					
6.2					
6.3					
6.4					
6.5					
7	Number of years the firm with				
8	Details of relevant assignments undertaken (include both past and current employment projects and highlight BFSI experience, if any) (Provide scope, duration, client name and us of assignment)				
a	Year				
	Location				
	Client Name				
	Main project title and features				
	Position held				
	Activities performed				
b	Year				
	Location				
	Client Name				
	Main project title and features				
	Position held				
	Activities performed				
9 Education					
	Degree	Year of Degree obtained	Institution		
	Obtained				
9.1					
9.2					
9.3					
9.4					

9.5					
10	Certification				
	Degree Obtained	Year of Degree obtained	Institution		
10.1					
10.2					
10.3					
10.4					
10.5					



ANNEXURE 13 – Bid Security Declaration
[To be included in 'Cover – A' Eligibility Bid Envelope]
[To be uploaded in Eligibility document section of e-Nivida portal]

To
The Deputy General Manager
Information Technology Department
United India Insurance Company Limited
Head Office, 19, 4th Lane, Nungambakkam High Road,
Chennai – 600034.

Ref. No: 000100/HO IT/RFP/574/2020-2021 – “Tender for Selection of service provider for Microsoft products under enterprise agreement (EA)”

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We will be disqualified from bidding any future contract with you including RFP Ref. 000100/HO IT/RFP/574/2020-2021 and will also be blacklisted from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

1. have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
2. having been notified of the acceptance of our Bid by the purchaser during the period of bid validity
(i) fail or refuse to execute the contract, if required,
3. Have put any deviation, onerous / extraneous condition, assumption or exclusion on requirements, payment terms, integrity pact, SLAs, Scope, sizing and the terms and conditions as mentioned in the said RFP including all corrigendum/amendment floated by United India Insurance Co. Ltd. pertaining to the said RFP.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signature:

Name:

Designation:

Date:



INSTRUCTION TO BIDDERS FOR ONLINE SUBMISSION

The bidders are required to submit soft copies of their bid electronically on the e-Nivida Portal using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the e-Nivida Portal, prepare their bids in accordance with the requirements and submit their bids online on the e-Nivida Portal. For more information, bidders may visit the UIIC e-Nivida Portal (<https://uiic.enivida.com/>).

1. REGISTRATION PROCESS ON ONLINE PORTAL

- a) Bidders to enrol on the e-Procurement module of the portal <https://uiic.enivida.com/> by clicking on the link **“Bidder Enrolment”**.
- b) The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. This would be used for any communication from the e-Nivida Portal.
- c) Bidders to register upon enrolment, with their valid Digital Signature Certificate (Class III Certificates with signing and Encryption key) issued by any Certifying Authority recognized by CCA India with their profile.
- d) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- e) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.

2. TENDER DOCUMENTS SEARCH

- a) Various built-in options are available in the e-Nivida Portal like Department name, Tender category, estimated value, Date, other keywords, etc. to search for a tender published on the Online Portal.
- b) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective ‘Interested tenders’ folder.
- c) The bidder should make a note of the unique Tender No assigned to each tender; in case they want to obtain any clarification/help from the Helpdesk.

3. BID PREPARATION

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- c) Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that needs to be submitted. Any deviations from these may lead to rejection of the bid.
- d) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLSX/PNG, etc. formats.

4. BID SUBMISSION

- a) Bidder to log into the site well in advance for bid submission so that he/she uploads the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b) The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.



- c) Bidders to note that they should necessarily submit their financial bids in the prescribed format given by department and no other format is acceptable.
- d) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, the opening of bids, etc. The bidders should follow this time during bid submission.
- e) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.
- f) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- g) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- h) The off-line tender shall not be accepted and no request in this regard will be entertained whatsoever.

5. AMENDMENT OF BID DOCUMENT

At any time prior to the deadline for submission of proposals, the department reserve the right to add/modify/delete any portion of this document by the issuance of a Corrigendum, which would be published on the website and will also be made available to the all the Bidder who has been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

6. ASSISTANCE TO BIDDERS

- a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- b) Any queries relating to the process of online bid submission or queries relating to e-Nivida Portal, in general, may be directed to the 24x7 e-Nivida Helpdesk. The contact number for the helpdesk is **Gagan (8448288987/89/epochelpdesk.01@gmail.com), Ambika (8448288988/94/epochelpdesk.02@gmail.com), Retnajith (9355030607), Sanjeet (8882495599), Rahul Singh (8448288982), Amit (9355030624), Abhishek Kumar (9355030617), Tariq (9355030608)**

7. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bid(s).

8. The bid should be submitted through e-Nivida portal (<https://uiic.enivida.com/>) only.

END OF RFP
