

RFP for Oracle Licenses Procurement
Ref: RFP/ITSW/2018-19/001
Dated 07th March 2019

The RFP for selection of vendor(s) for providing the Annual Technical Support for system software has been categorized into following four groups:

Oracle Database Licenses.

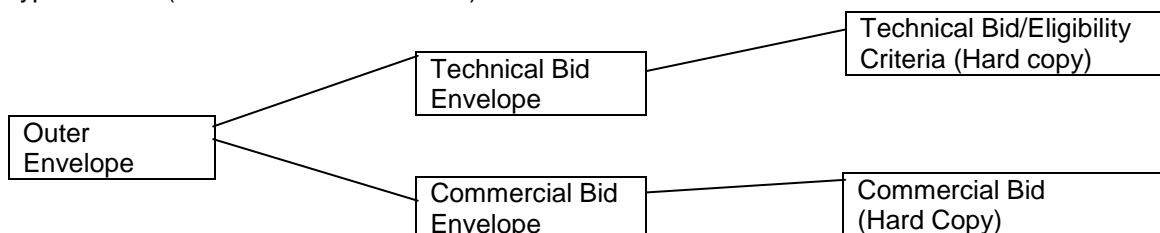
Bidders can submit the bid documents for single category or combination of category of items listed above. The group / category wise details of the existing system software licenses & antivirus currently in use along with status of ATS validity is given in the scope of work hereunder.

Separate Technical and Commercial Bids in sealed and super scribed as —Technical Bid|| and —Commercial Bid|| respectively should be put in a single sealed outer cover duly sealed and super-scribed —Oracle License Procurement, as per bid details given in the RFP.

The bids (Main copy along with soft copy) shall be dropped/submitted at SHCIL Services Ltd (SSL) address given in Bid Detail- Control Sheet Table, on or before the date specified therein.

All envelopes must be super-scribed with the following information:

- ❖ Name of the Bidder
- ❖ Offer Reference
- ❖ Type of Offer (Technical or Commercial)



The Eligibility/Technical Offer should be complete in all respects and contain all information asked for, in the exact format of eligibility / technical specifications given in the RFP, **except prices**. The Eligibility / Techno functional offer must not contain any price information. SHCIL Services Ltd (SSL), at its sole discretion, may not evaluate a Technical Offer in case of non-submission or partial submission of technical details. Any decision of SSL in this regard shall be final, conclusive and binding upon the bidder. The Commercial Offer (Hard Copy) should contain all relevant price information and should not contradict the Technical Offer in any manner.

RFP Document Details

Name of Organisation	SHCIL Services Limited
RFP Reference No.	RFP/ITSW/2019-20/001
Date of issue of RFP document	07 th March 2019
Date of Pre-BID Meeting	12 th March 2019 Time 3.30 P.M.
Last Date of submission of bid document	27 th March 2019 on or before 10.00 A.M.
Address for submission of bids	IT-HEAD, SHCIL Services Limited SHCIL House Plot No. P-51, T.T.C. Industrial Area, MIDC, Mahape, Navi Mumbai Pin 400710
Email Id for the queries	SSL.IT@SHCILServices.com
End Date for the queries	Date & Time: 12 th March 2019 on or before 5.30 P.M.

Invitation for bids

This “Invitation for bids” is for “**Procurement of Oracle Licenses.**”

Ref: RFP/ITSW/2018-19/001

The Sealed Bids in accordance with this RFP should be submitted to:

IT-HEAD

SHCIL Services Limited, SHCIL House, Plot No. P-51, TTC Industrial Area, M.I.D.C., Mahape, Navi Mumbai PIN 400710 before **27th March 2019, before 10.00 A.M.**
Ph. 7718805012

PreBid Meeting: 12th March 2019, 3.30 P.M.

Venue for Pre-Bid Meeting: M L Tower, 07th Floor, Millennium Business Park, Koparkhairane, Mahape, Navi Mumbai Pin 400710

Note:

- ❖ If the outer cover / envelop are not sealed & super scribed as required, the SSL will assume no responsibility for bid's misplacement or premature opening.
- ❖ If any inner cover / envelop of a bid is found to contain both Eligibility/ Technical & Commercial Bids then that bid will be rejected summarily.
- ❖ If any outer envelope is found to contain only the technical bid or commercial bid, it will be treated as incomplete and that bid will be liable for rejection.
- ❖ If commercial bid is not submitted in a separate sealed envelope duly marked as mentioned above, this will constitute grounds for declaring the bid non-responsive.
- ❖ The SSL reserves the right to resort to re-tendering without providing any reason whatsoever. The SSL shall not incur any liability on account of such rejection.
- ❖ The SSL reserves the right to modify any terms, conditions or specifications for submission of bids and to obtain revised Bids from the bidders due to such changes, if any, at any time prior to completion of evaluation of technical / eligibility bids from the participating bidders.
- ❖ Canvassing of any kind will be a disqualification and the SSL may decide to cancel the bidder from its empanelment.

ELIGIBILITY CRITERIA FOR THE BIDDER

Only those Bidders, who fulfill the following criteria, are eligible to respond to the RFP. Offers received from the bidders who do not fulfill any of the following eligibility criteria are liable to be rejected.

Sl. No.	Criteria	Proof of documents to be submitted
1	The bidder must be a Company registered under relevant statute in India under Companies Act 1956 /Companies Act 2013.	Certificate of Incorporation & Commencement of Business should be submitted.
2	Bidder should have a positive net worth or should be a profit making entity during each of the last three financial years i.e. 2015-16, 2016-17 and 2017-18.	Copy of the audited balance sheets of the company showing net worth of the company should be submitted.
3	The bidder should be an authorized channel partner / distributor of respective Software segment like Oracle and for which the bidders are bidding.	An authorization letter or relevant certificates signed by authorized signatory of Oracle to be submitted.
4	The Bidder should have the relevant experience of successfully providing Oracle Licenses and the ATS for System Softwares (as per the scope of RFP) as mentioned in respective group categories for at least 2 (two) scheduled commercial BFSI / Govt. Organization/PSUs financial institutions during last three years.	Copy of Purchase Order issued from the respective organizations along with reference letter to be submitted.
5	The Bidder should have yearly Turnover of Rs. 5 Cr. (Rupees Five Crore)	Copy of audited balance sheet
6	The bidder should not have been blacklisted by any Govt. / Govt. agency/BSFI /Financial Institutions in India in the past as on RFP submission date.	An undertaking to this effect must be submitted on company letter head duly signed & stamp.

Note: - In this tender process, either Principal OEM (Original Equipment Manufacturer) or Original Software Developer (OSD) itself can bid or authorized partner on their behalf can submit bid but both cannot bid simultaneously. If an authorized partner submits bid on behalf of the Principal OEM / OSD and Principal OEM / OSD also submits bid, in such case bid submitted by OEM/OSD will be considered and their authorized distributor / partner bid will be rejected.

BROAD SCOPE OF THE WORK

The short listed vendor shall be required to provide Oracle License with its Annual Technical Support (ATS) for 1Year for all the licenses as mentioned below. Submit License certificate with its ATS duration expiry certificate in the name of SHCIL Services Limited in physical/ electronic form well in advance before the ATS expiry date. The selected vendor will be required to provide yearly ATS from the next day of expiry of present ATS support as per detail given below for Oracle with proper escalation matrix.

Oracle Enterprise License Details For Annual Technical Support

SL	Description	Type	Qty.
1	Oracle Database Enterprise Edition - Processor Perpetual	Proc	4
2	Software Update for one year	Proc	
3	Product Support for one year	Proc	

❖ Value Addition Service provided by Bidder

Deliverables under Product License & ATS (Annual Technical Support)

For Oracle Products:

- **Oracle License:** Oracle Software and License details should be provided to SSL
- **Updates Subscription Services:** The Updates Subscription Services should be provided to SSL with rights to Oracle product upgrades, maintenance releases and patches released during the ATS subscription period and distributed on CD / DVD Packs.
- **Product Support:** Oracle Product Support services to be offered to SSL for direct access via both the telephone and the web by Oracle skilled staff of technical analysts for problem resolution, bug reporting, and technical guidance on a 24x7 basis. This service should be provided through telephone, fax, e-mail and Oracle's Web Interface Metal ink directly without any limitation.
- SL should be provided with a Customer Support Identifier (CSI) number from Oracle directly (if applicable). SSL should be in a position to access Oracle global support infrastructure for problem resolutions directly using CSI number.
- SSL should also be in a position to access Oracle Support Portal METALINK at <http://metalink.oracle.com> and log a Technical Assistance Request (TAR) or search the database for known problem resolutions and bug fixes directly.
- SSL should get Latest versions by sending a mail to supsale.delhi@oracle.com or supsale.Mumbai@oracle.com e-mail ids by mentioning the CSI number of SSL and delivery address. The latest versions should be shipped to SSL within 2 weeks of receiving SSL request. Vendor would be required to coordinate and provide the latest versions.
- Vendor should submit Oracle's licensing policy in detail for the Renewed Oracle products.
- Transfer of licenses from one platform to other during ATS period as and when required by the SSL.

SINGLE POINT OF CONTACT

The selected bidder shall appoint a single point of contact (For each group), with whom SSL will deal, for any activity pertaining to the requirements of this RFP.

PERIOD OF VALIDITY OF BID

Bids shall remain valid for 90 (Ninety) days after the date of technical / eligibility bid opening prescribed by SSL. SSL holds the right to reject a bid valid for a period shorter than 90 days as non-responsive, without any correspondence and without assigning any reason therefore. In exceptional circumstances, SSL may solicit the Bidder's consent to an extension of the validity period.

TENDER DOCUMENT

SSL reserves the right to accept or reject in part or full any or all offers without assigning any reason thereof. Any decision of SSL in this regard shall be final, conclusive and binding upon the bidders. The SSL reserves the right to accept or reject any Bid in part or in full, and to cancel the Bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for SSL action. During the evaluation process at any stage if it is found that the bidder does not meet the eligibility criteria or has submitted false / incorrect information the bid will be rejected summarily by The SSL.

Due Diligence:

The bidder is expected to examine all instructions, Forms, Terms, Conditions and Specifications in this RFP. Bids shall be deemed to have been made after careful study and examination of this RFP with full understanding of its Implications. The Bid should be precise, complete with all details required as per this RFP document. Failure to furnish all information required by this RFP or submission of Bid not as per RFP requirements will be at the bidder's risk and may result in rejection of the bid and the decision of SSL in this regard will be final and conclusive and binding.

Cost of Bidding:

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

LATE BIDS

Any bid received after the due date and time for receipts of bids as prescribed in this RFP will be rejected and returned unopened to the Bidder.

TECHNICAL EVALUATION

a) The proposals will be evaluated in two stages. In the first stage, i.e. Technical Evaluation/Eligibility evaluation, the bidders will be shortlisted, based on bidder's responses. In the second stage, the commercial bids would be evaluated.

b) The SSL will evaluate the technical response to the RFP of bidder who are found eligible as per the eligibility criteria mentioned in the RFP. There will be no scoring involved in the eligibility evaluation of the bidders.

c) During the period of evaluation, bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter / fax / e-mail seeking clarification / explanation.

COMMERCIAL EVALUATION

Commercial Bids of bidders, who qualified in the technical evaluation stage, will be considered for participation in commercial Bidding. After opening Commercial Offers of the short-listed Bidders, if any discrepancy is noticed between words and figures, the amount indicated in words shall prevail.

Checklist of Documents for Eligibility Criteria

Sl. No.	Criteria	Proof of documents to be submitted	Compliance(yes/No)
1	The bidder must be a Company registered under relevant statute in India under Companies Act 1956 /Companies Act 2013.	Certificate of Incorporation & Commencement of Business (whichever applicable) should be submitted.	
2	Bidder should have a positive net worth or Profit making entity during each of the last three financial years	Copy of the audited balance sheets of the company showing net worth of the company should be submitted.	
3	Bidder should have a minimum annual turnover of Rs. 05 Crores in each of the last three financial years	Copy of the audited balance sheets of the company showing profit/loss & net worth of the company should be submitted.	
4	The bidder should be an authorized channel partner / distributor of respective Software segment like Oracle and for which the bidders are bidding.	An authorization letter or relevant certificates signed by authorized signatory of Oracle to be submitted.	
5	The Bidder should have the relevant experience of successfully providing the ATS for System Softwares (as per the scope of RFP) as mentioned in respective group categories for at least 2 (two) scheduled BSFI / Govt. Organization/PSUs financial institutions during last three years.	Copy of Purchase Order issued from the respective organizations along with reference letter to be submitted.	
6	The bidder should not have been blacklisted by any Govt. / Govt. agency/BSFI /Financial Institutions in India in the past as on RFP submission date.	An undertaking to this effect must be submitted on company letter head duly signed & stamp. Affidavit of non-defaulter must be submitted.	
Note: - In this tender process, either Principal OEM (Original Equipment Manufacturer) or Original Software Developer (OSD) itself can bid or authorized partner on their behalf can submit bid but both cannot bid simultaneously. If an authorized partner submits bid on behalf of the Principal OEM / OSD and Principal OEM / OSD also submits bid, in such case bid submitted by OEM/OSD will be considered and their authorized distributor / partner bid will be rejected. The bidder has to comply to all the eligibility clauses.			

Place:

Date:

Signature of Bidder: _____

Name: _____

Business Address:

Terms & Conditions of the requirement

(1) Delivery:

Within 4 weeks for from the date of respective purchase order(s)

(2) Maintenance Support Duration:

Comprehensive on-site back-to-back maintenance support from product OEM for the delivered licenses (entire bill of quantity).

(3) Taxes & levies:

All inclusive except GST. GST payable extra at actual as per prevailing rates

(4) Payment Terms

- 100% after acceptance of the Purchase Order, Delivery of Bill of Material & original proper Tax Invoice
- TDS shall be deducted as per applicable rates/rules

(5) Scope of Work (SoW) / Service Level Agreement (SLA) for Maintenance Support

Bidder will deliver the required bill of quantity of licenses, provide proof of entitlement for the delivered licenses in the name of "SSL" and provide back-to-back maintenance support from product OEM

(6) Penalty:

Penalty at minimum 0.5% of the purchase value per equipment or per week subject to maximum of 10% may be levied for delay on undelivered equipment or part thereof on delayed delivery beyond delivery schedule

(7) Force Majeure:

The vendor (bidder) will not be held responsible for breach of executing any obligation or delay in executing any obligations during below given circumstances / conditions:

- (a) War, Riots, Strike, Fire, Flood, Earthquake, Storm, Epidemic breakout, Power failure, Theft etc.
- (b) Any Governmental priorities (Necessary proof for validation viz. Govt. Gazette notifications, Leading Newspaper reports, etc. should be made available)
- (c) Sabotage or omission of SSL

(8) Dispute Resolution:

In the event of any dispute arising out of or in connection with this Order, the parties shall use their best endeavor to resolve the same amicably however if the dispute could not be settled amicably, the matter shall be subject to Mumbai jurisdiction. The final payment will be released only after the vendor (bidder) complies with above-mentioned clause.

(9) Right to alter RFP:

- (a) SSL reserves the right to alter the RFP terms and conditions at any time before submission of the bids
- (b) SSL reserves the right to modify, amend, alter and/or cancel the entire RFP at any stage without assigning any reason whatsoever. We further understand and accept that SSL's decision in this regard will be final and binding on all vendors (bidders)

(10) No Commitment to accept lowest or any other bid:

SSL shall be under no obligation to accept the lowest or any other offer received in response to this tender (RFP) notice. SSL further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar credentials of a vendor (bidder). When SSL makes any such rejection, SSL will not be bound to give any reason and/or justification in this regard to the vendor (bidder).

(11) Integrity Pact:

The vendor (bidder) will have to enter in to an Integrity Pact with SSL. The format (text) for the Integrity Pact is provided. The successful vendor (bidder) will have to submit a signed and stamped copy of the Integrity Pact by the authorized signatory of the successful vendor (bidder).

(12) Non-Disclosure Agreement (NDA):

The successful vendor (bidder) will sign a Non-Disclosure Agreement (NDA) with SSL. The draft text of the NDA is as per format provided

(13) Indemnify:

The vendor (bidder) should hereby indemnify, protect and save SSL against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the equipment offered by the vendor (bidder). Any publicity by vendor (bidder) in which name of SSL is used should be done only with the explicit permission of SSL.

GENERAL DETAILS OF THE BIDDER

Profile of Bidder

Name of bidder:

1. Location

Regd. Office:

Controlling Office:

2. Constitution

3. Date of incorporation & Date of Commencement of business:

4. Major change in Management in last three years

Financial Position of Bidder for the last three financial years

	2015-16	2016-17	2017-18
Net Worth			
Turnover			

Note: Enclose copies of Audited Balance Sheets along with enclosures

Proposed Service details in brief

- ❖ Description of Service :
- ❖ Details of similar service provided to PSU organization/BFSI sector in India

Details of Experience in implementation of similar orders like managing Payment Gateway

PSU Organization/BFSI		
Name of Organisation	Period	
	From	To

Note. Enclose copies of Purchase Orders and references

Place: _____

Date: _____

Signature of Bidder: _____

Name: _____

Business Address: _____

MANUFACTURER'S AUTHORIZATIONS FORM (MAF)

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid]

To,

SHCIL Services Limited

SHCIL House, P-51, TTC Industrial Area,
Mahape, Navi Mumbai, Pin 400710

RFP Ref. No. **RFP/ITSW/2018-19/001**

Dated xx/xx/xxxx

We _____, are official manufacturers/OEM vendors of _____ . We _____ do hereby authorize M/s _____ to submit a bid the purpose of which is to provide the following Goods, manufactured by us _____, and to subsequently negotiate and sign the contract. We hereby extend our full guarantee and warranty, with respect to the Goods offered by the above company.

Signed by the Manufacturer/OEM Vendor:

Name:

Title:

Dated on _____ day of _____, _____

(Seal/Stamp)

COMMERCIAL FORMAT

Annual Technology Support- Oracle Products

SL	Description	Type	Qty.	Cost excluding Tax (Rs.)
1	Oracle Database Enterprise Edition - Processor Perpetual	Proc	4	
2	Software Update for one year	Proc		
3	Product Support for one year	Proc		

Note:

- a. L1 bidder will be selected based on the total least cost quoted for the software mentioned in the table (T1).
- b. TDS will be deducted as per rules applicable.
- c. SSL will pay taxes ruling at the time of actual delivery of software /services / implementation and resultant billing.

NON-DISCLOSURE AGREEMENT

EOI Ref. No.: **RFP/ITSW/2018-19/001**

Date: xx/xx/ xxxx

We, _____, having Registered Office at _____, hereinafter referred to as the First party, are agreeable to offering Implementation of Centralized Software to SHCIL Services, having its head office at Navi Mumbai pin 400 710, hereinafter referred to as Second party and,

WHEREAS, the First Party understands that the information regarding Second party's Implementation of Centralized Software shared by Second party in their Request for Proposal is confidential and/or proprietary to Second party, and

WHEREAS, the First Party understands that in the course of submission of the offer for the said Implementation of Centralized Software and/or in the aftermath thereof, it may be necessary that the First Party may perform certain jobs/duties on Second party's properties and/or have access to certain plans, documents, approvals or information of Second party;

NOW THEREFORE, in consideration of the foregoing, the First Party agrees to all of the following conditions, in order to induce Second party to grant the First Party specific access to Second party's property/information

The First Party will not publish or disclose to others, nor, use in any services that the First Party performs for others, any confidential or proprietary information belonging to Second party, unless the First Party has first obtained Second party's written authorization to do so;

The First Party agrees that notes, specifications, designs, memoranda and other data shared by Second party or, prepared or produced by the First Party for the purpose of submitting the offer to Second party for the said Financial Inclusion Solution and Services, will not be disclosed during or subsequent to submission of the offer to Second party, to anyone outside Second party

The First Party shall not, without Second party's written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of Second party in connection therewith, to any person(s) other than those employed/engaged by the First Party for the purpose of submitting the offer to Second party and/or for the performance of the Contract in the aftermath. Disclosure to any employed/engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Place:

Date:

INTEGRITY PACT

(To be executed on plain paper and submitted only by the successful bidder)

(_____ Name of the Department / Office) RFP No. _____
for _____

This pre-bid pre-contract Integrity Pact (Agreement) (hereinafter called the Integrity Pact) (IP) is made on _____ day of the _____, between, on one hand, SHCIL Services Limited (SSL) , a company incorporated under Companies Act, 1956, with its Registered Office at SHCIL House, P-51, TTC Industrial Area, MIDC, Mahape, Navi Mumbai 400710, acting through its authorized officer, (hereinafter called **Principal**), which expression shall mean and include unless the context otherwise requires, his successors in office and assigns) of the First Part **And** M/s. _____

_____ (with complete address and contact details) represented by Shri _____ (i.e. Vendors (bidders) hereinafter called the '**Counter Party**') which expression shall mean and include , unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

AND WHEREAS the PRINCIPAL/Owner values full compliance with all relevant laws of the land, rules, regulations economic use of resources and of fairness/transparency in its relation with Bidder(s) /Contractor(s)/Counter Party(ies).

AND WHEREAS, in order to achieve these goals, the Principal/Owner has appointed Independent External Monitors (IEM) to monitor the Tender (RFP) process and the execution of the Contract for compliance with the principles as laid down in this Agreement.

WHEREAS THE Principal proposes to procure the Goods/services and Counter Party is willing to supply/has promised to supply the goods OR to offer/has offered the services and WHEREAS the Counter Party is a private Company/Public Company/Government Undertaking/ Partnership, constituted in accorded with the relevant law in the matter and the Principal is a Government Company performing its functions as a registered Public Limited Company regulated by Securities Exchange Board of India. **NOW THEREFORE**, To avoid all forms of corruption by following a system that is fair, transparent and free from any influence prejudiced dealings prior to, during and subsequent to the tenor of the contract to be entered into with a view to “- Enabling the PRINCIPAL to obtain the desired goods/services at competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling the Counter Party to abstain from bribing or indulging in any type of 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 PRINCIPAL 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:

I. Commitment of the Principal / Buyer

1. The Principal Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender (RFP) or the execution of the contract, procurement or services/goods, demand, take a promise for or accept for self or third person, any material or immaterial benefit which the person not legally entitled to.

- b) The Principal/Owner will, during the Tender (RFP) Process treat all Bidder(s)/Counter Party(ies) with equity and reason. The Principal / Owner will, in particular, before and during the Tender (RFP) Process, provide to all Bidder(s) / Counter Party (ies) the same information and will not provide to any Bidder(s)/Counter Party (ies) confidential / additional information through which the Bidder(s)/Counter Party (ies) could obtain an advantage in relation to the Tender (RFP) Process or the Contract execution.
 - c) The Principal / Owner shall endeavor to exclude from the Tender (RFP) process any person, whose conduct in the past been of biased nature.
2. If the Principal / Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC) / Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there is a substantive suspicion in this regard, the Principal / Owner / SSL will inform the Chief Vigilance Officer through the Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

II. Commitments of Counter Parties/Bidders

1. The Counter Party commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of bid or during any pre-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following. Counter Party (ies) / Bidders commits himself to observe these principles during participation in the Tender (RFP) Process and during the Contract execution.
2. The Counter Party 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 official of the PRINCIPAL, connected directly or indirectly with the 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. The Counter Party 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 Principal / SSL or otherwise in procurement 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 Principal / SSL for forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Principal / SSL.
4. Bidder / Counter Party shall disclose the name and address of agents and representatives, if any, handling the procurement / service contract.
5. Bidder / Counter Party shall disclose the payments to be made by them to agents / brokers; or any other intermediary if any, in connection with the bid / contract.
6. The Bidder / Counter Party has to further confirm and declare to the Principal / SSL that the Bidder / Counter Party is the original integrator and has not engaged any other individual or firm or company, whether Indian or foreign to intercede, facilitate or in any way to recommend to Principal / SSL or any of its functionaries whether officially or unofficially to the award of the contract to the Bidder / Counter Party nor 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.
7. The Bidder / Counter Party has to submit a Declaration along with Technical Bid, as given at **Annexure**. If bids are invited through a Consultant a Declaration has to be submitted along with the Technical Bids as given at **Annexure**.
8. The Bidder / Counter Party, either while presenting the bid or during pre- contract negotiation or before signing the contract shall disclose any payments made, is committed to or intends to make

to officials of SSL /Principal, or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

9. The Bidder / Counter Party will not collude with other parties interested in the contract to impair the transparency, fairness and progress of bidding process, bid evaluation, contracting and implementation of the Contract.
10. The Bidder / Counter Party shall not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
11. The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Principal / SSL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder / Counter Party also Undertakes to exercise due and adequate care lest any such information is divulged.
12. The Bidder / Counter Party commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
13. The Bidder / Counter Party shall not instigate or cause to instigate any third person including their competitor(s) of bidding to commit any of the actions mentioned above.
14. If the Bidder / Counter Party or any employee of the Bidder or any person acting on behalf of the Bidder / Counter Party, either directly or indirectly, is a relative of any of the official / employee of Principal / SSL, or alternatively, if any relative of an official / employee of Principal / SSL has financial interest / stake in the Bidder's / Counter Party firm, the same shall be disclosed by the Bidder / Counter Party at the time of filing of tender (RFP).
15. The term `relative' for this purpose would be as defined in Section 2 Sub Section 77 of the Companies Act, 2013.
16. The Bidder / Counter Party shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employees / officials of the Principal / SSL
17. The Bidder / Counter Party declares that no previous transgression occurred in the last three years immediately before signing of this IP, with any other Company / Firm/ PSU/ Departments in respect of any corrupt practices envisaged hereunder that could justify Bidder / Counter Party exclusion from the Tender (RFP) Process.
18. The Bidder / Counter Party agrees that if it makes incorrect statement on this subject, Bidder / Counter Party can be disqualified from the tender (RFP) process or the contract, if already awarded, can be terminated for such reason.

III. Disqualification from Tender (RFP) Process and exclusion from Future Contracts

1. If the Bidder(s) / Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article II above or in any other form, such as to put his reliability or credibility in question, the Principal / SSL is entitled to disqualify the Bidder / Counter Party / Contractor from the Tender (RFP) Process or terminate the Contract, if already executed or exclude the Bidder / Counter Party / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by Principal / SSL . Such exclusion may be for a period of 1 year to 3 years as per the procedure prescribed in guidelines of the Principal / SSL.
2. The Bidder / Contractor / Counter Party accepts and undertake to respect and uphold the Principal / SSL 's absolute right to resort to and impose such exclusion.
3. Apart from the above, the Principal / SSL may take action for banning of business dealings / holiday listing of the Bidder / Counter Party / Contractor as deemed fit by the Principal / Owner / SSL.
4. The Bidder / Contractor / Counter Party can prove that it has resorted / recouped the damage caused and has installed a suitable corruption prevention system, the Principal / Owner/ SSL may at its own discretion, as per laid down organizational procedure, revoke the exclusion prematurely.

IV. Consequences of Breach Without prejudice to any rights that may be available to the Principal / SSL / Owner under Law or the Contract or its established policies and laid down procedure, the Principal / SSL / Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder / Contractor(s) / Counter Party:-

1. Forfeiture of EMD / Security Deposit : If the Principal / SSL / Owner has disqualified the Bidder(s)/Counter Party(ies) from the Tender (RFP) Process prior to the award of the Contract or terminated the Contract or has accrued the right to terminate the Contract according the Article III, the Principal / SSL / Owner apart from exercising any legal rights that may have accrued to the Principal / SSL / Owner, may in its considered opinion forfeit the Earnest Money Deposit / Bid Security amount of the Bidder / Contractor / Counter Party.
2. Criminal Liability: If the Principal / Owner / SSL obtains knowledge of conduct of a Bidder / Counter Party / Contractor, or of an employee of a representative or an associate of a Bidder / Counter Party / Contractor which constitute corruption within the meaning of PC Act, or if the Principal / Owner / SSL has substantive suspicion in this regard, the Principal / SSL / Owner will inform the same to the Chief Vigilance Officer through the Vigilance Officer.

IV. Equal Treatment of all Bidders/Contractors / Subcontractors / Counter Parties

1. The Bidder(s) / Contractor(s) / Counter Party (ies) undertake (s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder / Contractor / Counter-Party shall be responsible for any violation(s) of the principles laid down in this Agreement / Pact by any of its sub-contractors / sub-vendors.
2. The Principal / SSL / Owner will enter into Pacts on identical terms as this one with all Bidders / Counterparties and Contractors.
3. The Principal / SSL / Owner will disqualify Bidders / Counter Parties / Contractors who do not submit, the duly signed Pact, between the Principal / Owner / SSL and the Bidder/Counter Parties, along with the Tender (RFP) or violate its provisions at any stage of the Tender (RFP) process, from the Tender (RFP) process.

VI. Independent External Monitor (IEM)

1. The Principal / Owner / SSL may appoint competent and credible Independent External Monitor (s) (IEM) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
2. The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chief Executive Officer and Managing Director, SSL Ltd.
3. The Bidder(s)/Contractor(s) / Counter Party(ies) accepts that the IEM has the right to access without restriction, to all Tender (RFP) documentation related papers / files of the Principal / SSL / Owner including that provided by the Contractor(s) / Bidder / Counter Party. The Counter Party / Bidder / Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his or any of his Sub-Contractor's Tender (RFP) Documentation / papers / files. The IEM is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub-Contractors / Counter Party (ies) with confidentiality.
4. In case of tender (RFP)s having value of 5 crore or more, the Principal / SSL / Owner will provide the IEM sufficient information about all the meetings among the parties related to the Contract/Tender (RFP) and shall keep the IEM apprised of all the developments in the Tender (RFP) Process.
5. As soon the IEM notices, or believes to notice, a violation of this Pact, he will so inform the Management of the Principal / Owner /Stockholding and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-

binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The IEM will submit a written report to the CEO&MD, SSL. Within 6 to 8 weeks from the date of reference or intimation to him by the Principal / Owner / SSL and should the occasion arise, submit proposals for correcting problematic situations.
7. If the IEM has reported to the CEO&MD, SSL Ltd. a substantiated suspicion of an offence under the relevant IPC/PC Act, and the CEO&MD, SSL has not within reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the IEM may also transmit the information directly to the Central Vigilance Officer.
8. The word 'IEM' would include both singular and plural.

VII. Duration of the Integrity Pact (IP)

This IP begins when both the parties have legally signed it. It expires for the Counter Party / Contractor / Bidder, 12 months after the completion of work under the Contract, or till continuation of defect liability period, whichever is more and for all other Bidders, till the Contract has been awarded. If any claim is made / lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by the MD & CEO of SSL

VIII. Other Provisions

1. This IP is subject to Indian Law, place of performance and jurisdiction is the Head Office / Regional Offices of the SSL /Principal / Owner who has floated the Tender (RFP).
2. Changes and supplements in any Procurement / Services Contract / Tender (RFP) need to be made in writing. Change and supplement in IP need to be made in writing.
3. If the Contractor is a partnership or a consortium, this IP must be signed by all the partners and consortium members. In case of a Company, the IP must be signed by a representative duly authorized by Board resolution.
4. Should one or several provisions of this IP turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Any dispute or difference arising between the parties with regard to the terms of this Agreement / Pact, any action taken by the Principal / Owner / SSL in accordance with this Agreement / Pact or interpretation thereof shall not be subject to arbitration.

IX. Legal and Prior Rights

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and / or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agrees that this Pact will have precedence over the Tender (RFP) / Contract documents with regard to any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact (IP) at the place and date first above mentioned in the presence of the following witnesses:-

(For and on behalf of Principal / Owner / SSL

(For and on behalf of Bidder / Counter Party / Contractor)

WITNESSES:

1. _____ (Signature, name and address)
2. _____ (Signature, name and address)

Note: In case of Purchase Orders wherein formal agreements are not signed references to witnesses may be deleted from the past part of the Agreement.

COVERING LETTER ON BIDDER'S LETTERHEAD (ANNEXURE-I OF INTEGRITY PACT)

Ref: **RFP/ITSW/2018-19/001** Dated: dd/mm/yyyy

To,

Sub: RFP No. <No> Dated <Dated> for <Subject>.

Dear Sir,

DECLARATION

SSL hereby declares that SSL has adopted Integrity Pact (IP) Program as advised by Central Vigilance Commission vide its Letter No. ----- Dated ----- and stands committed to following the principles of transparency, equity and competitiveness in public procurement. The subject Notice Inviting Tender (RFP) (NIT) is an invitation to offer made on the condition that the Bidder will sign the Integrity Agreement, which is an integral part of tender (RFP) documents, failing which the tender (RFP)er / bidder will stand disqualified from the tender (RFP)ing process and the bid of the bidder would be summarily rejected. This Declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the SSL

Yours faithfully,

For and on behalf of SHCIL Services Limited
(Authorized Signatory)

COMPLIANCE STATEMENT
(To be submitted along with technical bid)

Subject: RFP for Oracle Licenses Procurement

Ref: **RFP/ITSW/2018-19/001** Dated: dd/mm/yyyy

DECLARATION

We understand that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the SSL. We also agree that the SSL reserves its right to reject the bid, if the bid is not submitted in proper format as per subject RFP.

Sr. No.	Item / Clause of the RFP	Compliance (Yes / No)
1	Objective of the RFP	
2	Scope of Work	
3	Eligibility Criteria	
4	Service Level Agreement (SLA) / Scope of Work	
5	Non-Disclosure Agreement	
6	Payment Terms	
7	Bid Validity, Order Cancellation, Exit Clause	
8	Right to alter RFP	
9	No Commitment to Accept Lowest or Any Tender (RFP)	
10	Governing Law and Disputes	
11	Force Majeure	
14	Compliance Requirements	
15	Resolution of Disputes	
16	Integrity Pact	
17	All General & Other Terms & Conditions in the RFP	
18	Requirement	
19	Bid Formats (Technical & Indicative Price Bid)	
20	Annexures in the RFP	
21	Pre-Bid Meeting	

Date:

Signature with seal

Name & Designation:

DETAILS OF THE VENDOR (BIDDER) PROFILE
(To be submitted along with Technical Bid on Bidder's Company Letter Head)

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

Vendor (bidder) Profile

SN	Parameters	Details furnished by the bidder	Details of proof submitted
1.	Name of the firm/Company		
2.	Year of establishment		
3.	Company PAN No.		
4.	Company GSTIN Nos. (please mentioned for all states)		
5.	Company Bank Account details		
6.	Names of the Partners/Directors		
	Addresses		
	Head Office		
7.	Contact person		
	a) Name		
	b) Telephone number		
	c) E-mail Address		

Details filled in this form must be accompanied by sufficient documentary evidence, in order to facilitate *StockHolding* to verify the correctness of the information.

Place:

Date:

Signature of authorized official, designation and stamp

(TO BE SUBMITTED ALONG WITH TECHNICAL BID)

To,
SHCIL Services Limited
SHCIL House, Plot No. P-51, T.T.C. Industrial Area
M.I.D.C., Mahape, Kalyan-Shil Road
Navi Mumbai PIN 400710

Dear Sir,
Sub: **RFP/ITSW/2018-19/001**Dated: **07/03/2019**

With reference to the above RFP, having examined and understood the instructions, annexures, terms and conditions forming part of the RFP.

We further confirm that the offer is in conformity with the terms and conditions as mentioned in the RFP. We also confirm that the offer shall remain valid for the RFP from the date of the offer. We also confirm that we also comply terms and conditions.

We also understand and accept that SSL can modify, amend, alter and/or cancel the entire RFP at any stage without assigning any reason whatsoever. We further understand and accept that StockHolding's decision in this regard will be final and binding on us.

We also accept that the SSL decision(s) with reference to this RFP pertaining to evaluation process of bidder responses will be final and binding on us. We also understand and accept that no queries will be entertained in this regard by SSL.

SSL is not bound to accept the lowest or any bid received by SSL, and it may reject all or any bid. If our bid is accepted, we are responsible for the due performance of the contract.

Authorized Signatories
(Name & Designation, seal of the firm)

Date:
Place: