

**ONLINE TENDER INVITATION FOR PROVIDING THE AMC OF OpenText Documentum Application, NICL Kolkata.**

**Last date of Submission Online: 01:00 PM on 26-03-2024**

**Tender Opening: 02:30 PM on 26-03-2024**

**Tender Reference: NIC/IT/2024-25/OpenText Documentum AMC/08**

**Requirement: Procurement of AMC Service for AMC OF OpenText Documentum Application, NICL Kolkata.**

**ANNEXURE-A: Technical Bid/BOM**

**ANNEXURE-B: Commercial Bid**

**ANNEXURE-C: Declaration**

**ANNEXURE-D: Integrity Pact**

**ANNEXURE-E: Manufacturer's Authorization Form**

**Address for communication**

**DGM-IT,**

**National Insurance Company Limited**

**1<sup>st</sup> Floor, IT Department,**

**Registered & Head Office: Premises No. 18-0374, Plot no.CBD-81,**

**New Town, Kolkata-700156**

**Email id: [Ashutoshk.Singh@nic.co.in](mailto:Ashutoshk.Singh@nic.co.in)**

**Contact No: 8405802478**

***Tender Document can be downloaded from <https://nationalinsurance.nic.co.in>, Gem Portal and CPP Portal from 13<sup>th</sup> March 2024***



**नेशनल इन्श्योरेंस कंपनी लिमिटेड पंजीकृत एवं प्रधान कार्यालय: परिसर क्रमांक 18-0374, प्लॉट क्रमांक CBD-81, न्यू टाउन, कोलकाता – ७००१५६**

**National Insurance Company Limited Registered & Head Office: Premises No. 18-0374, Plot no.CBD-81, New Town, Kolkata-700156**

**Local Address:**

**Visit us at: <https://nationalinsurance.nic.co.in> |**

**CIN:U10200WB1206GOI001713 | Classification: Restricted/Confidential/Internal/Public**

National Insurance Co. Ltd., Head Office invites tender offers from eligible bidders and their authorized distributors/dealers for providing the AMC of OpenText Documentum Application, NICL Kolkata as per the specifications and details given in ANNEXURE – A.

- The documents should be signed by the authorized official.
- Commercial Bid will be considered only when the Eligibility criteria (Refer Point no.1 of Terms and Conditions) is met and Technical Bid (ANNEXURE A) is complied with, or else commercial bid shall not be considered.
- Any bid incomplete in any respect may not be considered and may be rejected.
- It will be a single bid system (PQB cum Technical and Commercial bid). Bidders will be considered for commercial bid only if they are qualified in PQB cum Technical bid.

## TERMS AND CONDITIONS OF THE TENDER

### 1. Technical Eligibility Criteria:

- a) The bidder must be an authorized channel partner of the device OEM i.e., **M/s OPENTEXT.**
- b) Documents needs be submitted as per attached MAF as ANNEXURE E.
- c) Self-attested BOM as provided in the ANNEXURE- A, should be submitted along with the Bid.
- d) Bidder has to submit declaration for Conflict of Interest in their letter head at time of submitting bid as per format given below in ANNEXURE-C
- e) 'Bidders' and 'Suppliers/Authorized Channel Partners/Authorized Service Partners (ASP)' who have failed to execute any purchase order issued by NICL, in last 5 financial years (2018-19, 2019-20, 2020-21, 2021-22 and 2022-23) are not eligible to participate in this tender exercise. Declaration needs to be submitted.
- f) Bidder has to submit Integrity Pact in non-Judicial Stamp Paper while submitting the Bid as per format attached as ANNEXURE – D
- g) There must be back to back agreement with OEM and same has to be submitted within two weeks from the date of Work Order in the form of email confirmation or letter from the OEM. If not submitted then issued Work Order will be cancelled.

**2. Payment Terms:** National Insurance Co. Ltd., will make Payment through NEFT/RTGS upon submission of invoices and satisfactory performance. The payment will be subject to deduction of tax at source, if any, as per applicable rules.

### 3. Others:

- a) The offer must be made in Indian Rupees only, all costs should be given in figures and words. No upward revision of price will be acceptable for any reason, including any changes or fluctuation in Rupee-Dollar rates.
- b) There shall be no deviation from the specified technical specifications given in ANNEXURE-A. The bid which deviates from the given BOM may be rejected.
- c) The bids will be opened through Gem Portal at 02:30 PM on 26-03-2024



नेशनल इन्श्योरेंस कंपनी लिमिटेड पंजीकृत एवं प्रधान कार्यालय: परिसर क्रमांक 18-0374, प्लॉट क्रमांक CBD-81, न्यू टाउन, कोलकाता – ७००१५६  
National Insurance Company Limited Registered & Head Office: Premises No. 18-0374, Plot no.CBD-81, New Town, Kolkata-700156  
Local Address:

Visit us at: <https://nationalinsurance.nic.co.in> |

CIN:U10200WB1206GOI001713 | Classification: Restricted/Confidential/Internal/Public



- d) Price for the items shall be quoted as per the ANNEXURE-B.
- e) Documentary proofs regarding eligibility criteria (Refer Point 1) must be submitted or else bid shall be rejected.
- f) AMC will be for the period of One year starting from 1<sup>st</sup> April 2024 to 31<sup>st</sup> March 2025 with termination notice of 30 days.

**The successful bidder has to enter into a contract with National Insurance Company Limited within 14 working days of NICL from the date of receiving of purchase order. Failure to enter into Contract may result in cancellation of the Purchase Order. Once the contract is signed by both the parties, Bidder needs to get the contract notarized and submit to NICL within 5 working days from signing the contract.**

**Other Conditions:**

- i. Bids without proper authorization from the OEM (in case the Bidder is not the OEM) shall be treated as non-responsive and shall be rejected forthwith.
- ii. A bid determined not substantially responsive will be rejected by the purchaser and cannot be made subsequently responsive.
- iii. No consideration will be given to a bid received after the date and time stipulated by NICL and no extension of time will be permitted for submission of Bids. However, NICL reserves the right to extend the last date and time for submission of the bids at its own discretion.
- iv. Canvassing/misleading information in any form in connection with Bids is strictly prohibited and Bids submitted by bidders who resort to these types of activities are liable to be rejected.
- v. NICL reserves the right to call for any clarification from any/all Bidder during the evaluation of the bids. However, no other correspondence on bids will be entertained.
- vi. No price variation / adjustment, explanation, correction or any other escalations will be entertained.
- vii. Over-writing without proper authentication is not permitted in filling up the bids and may entail rejection of the bids.
- viii. The products and price offered cannot be withdrawn by the bidder from GeM during the bid validity period.
- ix. NICL will not have any liability to bidders for any interruption or delay in access to the GeM site link etc., irrespective of the cause.


*वेकि*

नेशनल इन्श्योरेंस कंपनी लिमिटेड पंजीकृत एवं प्रधान कार्यालय: परिसर क्रमांक 18-0374, प्लॉट क्रमांक CBD-81, न्यू टाउन, कोलकाता – ७००१५६  
National Insurance Company Limited Registered & Head Office: Premises No. 18-0374, Plot no.CBD-81, New Town, Kolkata-700156  
Local Address:

Visit us at: <https://nationalinsurance.nic.co.in> |

CIN:U10200WB1206GOI001713 | Classification: Restricted/Confidential/Internal/Public

NATIONAL INSURANCE COMPANY LIMITED DOES NOT BIND ITSELF TO ACCEPT ANY BID AND RESERVES THE RIGHT TO ACCEPT/REJECT ANY BID WITHOUT ASSIGNING ANY REASONS THEREOF.

  
(M V Subramanian)  
DGM – IT



### BOM (ANNEXURE-A)

Item No	SKU	Product name	Qty	Product Line
1	1000040214	TRSTD-CNTS-MC_M TRUSTED CONTENT SERVICES CORE Maintenance	25	Documentum
2	1000040422	WEBTOP-SEAT_M WEBTOP CLIENT ST Maintenance	5000	Documentum
3	1000011017	CUSTOM-CLT_M PURE CUSTOM CLIENT ST Maintenance	2000	Documentum
4	1000010972	CNTNT-SERVER_M CONTENT SERVER ST Maintenance	5000	Documentum
5	1000006395	457-102-061_M CERTIFIED RECORDS MANAGER 201 - 500=UA Maintenance	500	Documentum
6	1000010970	CNT-STOR-SVC_M CONTENT STORAGE SERVICES TB Maintenance	40	Documentum
7	1000006391	457-102-059_M CERTIFIED RECORDS MANAGER 1 - 50=UA Maintenance	10	Documentum
8	1000011973	IRM-DCTM_M DOCUMENTUM IRM SERVICES FOR DOCUMENTUM C Maintenance	4	Documentum
9	1000011983	IRM-MSOFFICE_M DOCUMENTUM IRM CLIENT FOR MICROSOFT OFFI Maintenance	1000	Documentum
10	1000004369	456-102-275_M Captiva Attended Client=UB Maintenance	13	Captiva
11	1000006391	457-102-059_M CERTIFIED RECORDS MANAGER 1 - 50=UA Maintenance	4	Documentum
12	1000011965	IRM-ACROBAT_M Documentum IRM Client for PDF Maintenance	1000	Documentum
13	1000011372	FS2-ADAPT3_M FEDERATED SEARCH 3 ADAPTER PACK Maintenance	1	Documentum
14	1000011977	IRM-EMAIL_M DOCUMENTUM IRM CLIENT FOR E-MAIL ST Maintenance	1000	Documentum
15	1000010315	ADMNSTRTR_M DOCUMENTUM ADMINISTRATOR ST Maintenance	10	Documentum
16	1000011104	DEVELOPSTUDIO_M DOCUMENTUM DEVELOPER STUDIO ST Maintenance	10	Documentum
17	1000011378	FS2-SERVER_M FEDERATED SEARCH SERVER Maintenance	1	Documentum
18	1000004339	456-102-260_M CAPTIVA STANDARD SERVER TEST/DRS 10K PPYx Maintenance	1	Captiva
19	1000011967	IRM-BCKUP-SVR_M DOCUMENTUM IRM BACKUP SERVER CPU Maintenance	4	Documentum
20	1000011899	IDS-SRC-MC_M INTERACTIVE DELIVERY SVCS SOURCE CORE Maintenance	4	Documentum
21	1000004403	456-102-292_M Captiva Adv Zonal OCR 250 CPS per CL Maintenance	4	Captiva
22	1000004347	456-102-264_M CAPTIVA SERVER VOLUME +100K PPY=PA Maintenance	92	Captiva
23	1000011376	FS2-SDK_M FEDERATED SEARCH SDK Maintenance	5	Documentum
24	1000004369	456-102-275_M Captiva Attended Client=UB Maintenance	60	Captiva
25	1000011901	IDS-TAR-MC_M INTERACTIVE DELIVERY SVCS TARGET CORE Maintenance	4	Documentum
26	1000006391	457-102-059_M CERTIFIED RECORDS MANAGER 1 - 50=UA Maintenance	5	Documentum
27	1000004347	456-102-264_M CAPTIVA SERVER VOLUME +100K PPY=PA Maintenance	7	Captiva
28	1000004347	456-102-264_M CAPTIVA SERVER VOLUME +100K PPY=PA Maintenance	92	Captiva
29	1000004351	456-102-266_M CAPTIVA ADV RECOG VOLUME +100K PPY=PA Maintenance	10	Captiva
30	1000004369	456-102-275_M Captiva Attended Client=UB Maintenance	13	Captiva
31	1000004339	456-102-260_M CAPTIVA STANDARD SERVER TEST/DRS 10K PPYx Maintenance	1	Captiva
32	1000004367	456-102-274_M Captiva ScanPlus Module (Premium)=UB Maintenance	1	Captiva
33	1000004403	456-102-292_M Captiva Adv Zonal OCR 250 CPS per CL Maintenance	1	Captiva
34	1000004377	456-102-279_M Captiva Export - NC=IA Maintenance	1	Captiva
35	1000004403	456-102-292_M Captiva Adv Zonal OCR 250 CPS per CL Maintenance	1	Captiva
36	1000004351	456-102-266_M CAPTIVA ADV RECOG VOLUME +100K PPY=PA Maintenance	10	Captiva
37	1000012270	MISC-CAPT-SW_M CAPTIVA MISCELLANEOUS SOFTWARE Maintenance	25	Captiva
38	1000012270	MISC-CAPT-SW_M CAPTIVA MISCELLANEOUS SOFTWARE Maintenance	4	Captiva
39	1000012270	MISC-CAPT-SW_M CAPTIVA MISCELLANEOUS SOFTWARE Maintenance	1	Captiva

नेशनल इन्श्योरेंस कंपनी लिमिटेड पंजीकृत एवं प्रधान कार्यालय: परिसर क्रमांक 18-0374, प्लॉट क्रमांक CBD-81, न्यू टाउन, कोलकाता – ७००१५६  
National Insurance Company Limited Registered & Head Office: Premises No. 18-0374, Plot no.CBD-81, New Town, Kolkata-700156  
Local Address:

Visit us at: <https://nationalinsurance.nic.co.in> |

CIN:U10200WB1206GOI001713 | Classification: Restricted/Confidential/Internal/Public



40	1000012270	MISC-CAPT-SW_M CAPTIVA MISCELLANEOUS SOFTWARE Maintenance	25	Captiva
41	1000012270	MISC-CAPT-SW_M CAPTIVA MISCELLANEOUS SOFTWARE Maintenance	1	Captiva
42	1000012270	MISC-CAPT-SW_M CAPTIVA MISCELLANEOUS SOFTWARE Maintenance	1	Captiva
43	1000012270	MISC-CAPT-SW_M CAPTIVA MISCELLANEOUS SOFTWARE Maintenance	25	Captiva
44	1000012270	MISC-CAPT-SW_M CAPTIVA MISCELLANEOUS SOFTWARE Maintenance	25	Captiva
45	1000012270	MISC-CAPT-SW_M CAPTIVA MISCELLANEOUS SOFTWARE Maintenance	1	Captiva
46	1000012270	MISC-CAPT-SW_M CAPTIVA MISCELLANEOUS SOFTWARE Maintenance	25	Captiva
47	1000004469	456-102-367_M CAPTIVA SCANPLUS MODULE (STANDARD) NC Maintenance	1	Captiva
48	1000004471	456-102-368_M CAPTIVA ATTENDED CLIENT NC Maintenance	1	Captiva
49	1000004351	456-102-266_M CAPTIVA ADV RECOG VOLUME +100K PPY=PA Maintenance	1	Captiva
50	1000004377	456-102-279_M Captiva Export - NC=IA Maintenance	1	Captiva
51	1000006105	457-100-442_M CAPTIVA STANDARD SERVER 100K PPY BUNDLE Maintenance	1	Captiva
52	1000004365	456-102-273_M Captiva ScanPlus Module (Standard)=UB Maintenance	4	Captiva
53	1000004367	456-102-274_M Captiva ScanPlus Module (Premium)=UB Maintenance	3	Captiva
54	1000004331	456-102-256_M CAPTIVA STANDARD SERVER 100K PPY Maintenance	1	Captiva
55	1000004367	456-102-274_M Captiva ScanPlus Module (Premium)=UB Maintenance	1	Captiva
56	1000004367	456-102-274_M Captiva ScanPlus Module (Premium)=UB Maintenance	1	Captiva
57	1000004377	456-102-279_M Captiva Export - NC=IA Maintenance	1	Captiva
58	1000004351	456-102-266_M CAPTIVA ADV RECOG VOLUME +100K PPY=PA Maintenance	19	Captiva
59	1000004369	456-102-275_M Captiva Attended Client=UB Maintenance	120	Captiva
60	1000004339	456-102-260_M CAPTIVA STANDARD SERVER TEST/DRS 10K PPYx Maintenance	1	Captiva
61	1000004347	456-102-264_M CAPTIVA SERVER VOLUME +100K PPY=PA Maintenance	92	Captiva
62	1000004377	456-102-279_M Captiva Export - NC=IA Maintenance	1	Captiva
63	1000004403	456-102-292_M Captiva Adv Zonal OCR 250 CPS per CL Maintenance	1	Captiva
64	1000004377	456-102-279_M Captiva Export - NC=IA Maintenance	1	Captiva
65	1000004403	456-102-292_M Captiva Adv Zonal OCR 250 CPS per CL Maintenance	1	Captiva
66	1000004347	456-102-264_M CAPTIVA SERVER VOLUME +100K PPY=PA Maintenance	92	Captiva
67	1000004351	456-102-266_M CAPTIVA ADV RECOG VOLUME +100K PPY=PA Maintenance	10	Captiva
68	1000004369	456-102-275_M Captiva Attended Client=UB Maintenance	13	Captiva
69	1000004367	456-102-274_M Captiva ScanPlus Module (Premium)=UB Maintenance	1	Captiva
70	1000004339	456-102-260_M CAPTIVA STANDARD SERVER TEST/DRS 10K PPYx Maintenance	1	Captiva

- Whether Eligibility criteria as per Point no.1 of Terms and Conditions is met? (YES/NO)
- All the required documents related to Eligibility Criteria is submitted? (YES/NO)

Authorized Signatory

Name & Designation

Stamp:

नेशनल इन्श्योरेंस कंपनी लिमिटेड पंजीकृत एवं प्रधान कार्यालय: परिसर क्रमांक 18-0374, प्लॉट क्रमांक CBD-81, न्यू टाउन, कोलकाता – 700015  
National Insurance Company Limited Registered & Head Office: Premises No. 18-0374, Plot no.CBD-81, New Town, Kolkata-700156  
Local Address:

Visit us at: <https://nationalinsurance.nic.co.in>

CIN:U10200WB1206GOI001713 | Classification: Restricted/Confidential/Internal/Public

**Commercial Bid (ANNEXURE-B)**

Quotation for AMC of OpenText Documentum Application, NICL Kolkata				
Item Description	Quantity	Unit Price (Exclusive of taxes)	(Total Tax)	Total Price Inclusive of Tax
AMC of OpenText Documentum Application, NICL Kolkata for Period of One Year starting from 01 <sup>st</sup> April 2024 to 31 <sup>st</sup> March 2025	As per the BOM	₹	₹	₹
Total Price In Rupees (Inclusive of taxes)		(Indian Rupees only)		

**NOTE:**

1. Commercial Bid will be considered only when the eligibility criteria (Refer Point no.1 of Terms and Conditions) is met and ANNEXURE-A is complied with, or else the commercial bid will not be considered.
2. Taxes will be paid extra as per rates at the time of billing.
3. Rate validity shall be for a period of 1 year.
4. National Insurance Co. Ltd., reserves the right to accept/reject any or all the offers without assigning any reason whatsoever.

Authorized Signatory

Name:

Designation:

Stamp:

नेशनल इन्श्योरेंस कंपनी लिमिटेड पंजीकृत एवं प्रधान कार्यालय: परिसर क्रमांक 18-0374, प्लॉट क्रमांक CBD-81, न्यू टाउन, कोलकाता – ७००१५६  
National Insurance Company Limited Registered & Head Office: Premises No. 18-0374, Plot no.CBD-81, New Town, Kolkata-700156  
Local Address:

Visit us at: <https://nationalinsurance.nic.co.in> |

CIN:U10200WB1206GOI001713 | Classification: Restricted/Confidential/Internal/Public



**Declaration (ANNEXURE – C)**

**Self-Declaration (To be signed on Bidder's Company Letter-Head)**

**Re: Declaration regarding Conflict of Interest (COI) in Public Procurement**

We, hereby declare that the participation by our bidding firm (Bidder's Name) or any of our affiliates are neither involved in the consultancy contract to which this procurement is linked; nor we are part of more than one bid in the procurement; nor our bidding firm or our organization personnel have relationships or financial or business transactions with any official of Procuring Entity i.e. M/s National Insurance Company Limited who are directly or indirectly related to tender or execution process of contract; nor have access to information of (procuring entity name) to gain unfair advantage in the procurement process. We, also confirm that:

1. We, (Bidder's Name) or our constituent do not have common controlling shareholding or other ownership interest
2. Any constituent of us (Bidder's Name) is not a constituent of another bidder.
3. We, (Bidder's Name) do not have the same legal representation with any other bidder for the purpose of the bid.
4. We, (Bidder's Name) do not have any relationship with any other bidder that puts us in a position to allow access to each other's information or to influence the bid of any other bidder.
5. We, (Bidder's Name) have not participated in preparation of any document, design or technical specification for the project.

(Signed & Stamped from Bidder)



## **INTEGRITY PACT (ANNEXURE – D)**

"Bidder has to sign an Integrity pact as provided in the tender document, in original and should be submitted along with Pre-Qualification Bid in non-judicial stamp paper.

### **INTEGRITY PACT**

#### **BETWEEN**

National Insurance Company Limited (NICL) hereinafter referred to as "PURCHASER" (which expression, unless repugnant to the context thereof, shall mean and include its legal representatives, heirs and assigns)

AND

..... hereinafter refer to us "The Bidder/Contractor" (which expression, unless repugnant to the context thereof, shall mean and include its legal representatives, heirs and assigns)

#### **Preamble**

The PURCHASER intends to award, under laid down organizational procedures, contract(s) for **AMC of OpenText Documentum Application** (hereinafter referred to as the 'Project'). The PURCHASER necessarily requires full compliance with all relevant laws of the land, rules, regulations, economic use of resources and off airiness/transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the PURCHASER may appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the Integrity Pact by all parties concerned, for all works covered in the Project.

#### **Section 1 – Commitments of the PURCHASER**

(1) The PURCHASER commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

a) No employee of the PURCHASER, personally or through family members or through any other channel, will in connection with the tender for or the execution of a contract, demand take a promise for or accept, for self or third person, any material or immaterial benefit, which the person is not legally entitled to. b) The PURCHASER will, during the tender process treat all Contractor(s)/Bidder(s) with equity and reason. The PURCHASER will in particular, before and during the tender process, provide to all Contractor(s)/Bidder(s) the same information and will not provide to any Contractor(s)/Bidder(s), confidential/additional information through which the Contractor(s)/Bidder(s) could obtain an advantage in relation to the

नेशनल इन्श्योरेंस कंपनी लिमिटेड पंजीकृत एवं प्रधान कार्यालय: परिसर क्रमांक 18-0374, प्लॉट क्रमांक CBD-81, न्यू टाउन, कोलकाता – ७००१५६  
National Insurance Company Limited Registered & Head Office: Premises No. 18-0374, Plot no.CBD-81, New Town, Kolkata-700156  
Local Address:

Visit us at: <https://nationalinsurance.nic.co.in> |

CIN:U10200WB1206GOI001713 | Classification: Restricted/Confidential/Internal/Public

tender process or the contract execution. The PURCHASER will exclude from the process all known prejudiced persons. The PURCHASER shall obtain bids from only those parties who have been short-listed or pre-qualified or through a process of open advertisement/web publishing or any combination thereof.

(2) If the PURCHASER obtains information on the conduct of any of its employees, Contractor(s) and/or Bidder(s), which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the PURCHASER will inform the Chief Vigilance Officer and subject to its discretion, can additionally initiate disciplinary actions.

(3) The PURCHASER will enter into agreements with identical conditions with all Contractor(s)/Bidder(s), in the different Work Packages in the aforesaid Project.

(4) The PURCHASER will disqualify from the tender process all Contractor(s)/Bidder(s) in the range of Rs 1 Crore and above, who do not sign this Pact or violate its provisions.

## **Section 2 – Commitments of the Bidder(s) / Contractor(s)**

(1) The Bidder(s) / Contractor(s) commit(s) itself/themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

(a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the PURCHASER's employees involved in the tender process or the execution of the contract any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage, of any kind whatsoever, during the tender process or during the execution of the contract.

(b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specification, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(c) The Bidder(s)/Contractor(s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the PURCHASER as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. (d) The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign PURCHASERs, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. (e) The bidder(s) / Contractor(s) will, when submitting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

नेशनल इन्श्योरेंस कंपनी लिमिटेड पंजीकृत एवं प्रधान कार्यालय: परिसर क्रमांक 18-0374, प्लॉट क्रमांक CBD-81, न्यू टाउन, कोलकाता – ७००१५६  
National Insurance Company Limited Registered & Head Office: Premises No. 18-0374, Plot no.CBD-81, New Town, Kolkata-700156  
Local Address:

Visit us at: <https://nationalinsurance.nic.co.in> |

CIN:U10200WB1206GOI001713 | Classification: Restricted/Confidential/Internal/Public



**Section 3: Disqualification from tender process and/or exclusion from future contracts.**

(1) If the Bidder(s) / Contractor(s), before awarding the Project or during execution has committed a transgression by violating Section 2 above or in any other form so as to put his reliability or credibility in question, the PURCHASER, at its sole discretion, is entitled to disqualify the Bidder(s) / Contractor(s) from the tender process or terminate the Contract, if already awarded, for that reason, without prejudice to any other legal rights or remedies available to the PURCHASER under the relevant clauses of GCC/SCC of the tender/contract.

(2) If the Contractor(s)/Bidder(s) has committed a transgression through a violation of any of the terms under Section 2 above or in any other form such as to put his reliability or credibility into question, the PURCHASER will also be entitled to exclude such Contractor(s)/Bidder(s) from future tenders/contract award processes. The imposition and duration of the exclusion will be determined by the PURCHASER, keeping in view the severity of the transgression. The severity will be determined by the circumstances of the case, in particular, the number of transgressions and/or the amount of the damage.

(3) If it is observed after payment of final bill but before the expiry of validity of Integrity Pact that the contractor has committed a transgression, through a violation of any of the terms under Section 2 above or any other term(s) of this Pact, during the execution of contract, the PURCHASER will be entitled to exclude the contractor from further tender/contract award processes.

(4) The exclusion will be imposed for a minimum period of six (6) months and a maximum period of three (3) years. (5) If the Contractor(s)/Bidder(s) can prove that he has restored/recouped the damage to the PURCHASER caused by him and has installed a suitable corruption prevention system, the PURCHASER may, at its sole discretion, revoke or reduce the exclusion period before the expiry of the period of such exclusion.

**Section 4: Compensation for Damages** (1) If the PURCHASER has disqualified the Bidder(s)/Contractor(s) from the tender process prior to the awarding of the Project according to Section 3, the Earnest Money Deposit (EMD)/ Bid Security furnished, if any, along with the offer, as per terms of the Invitation of Tender, shall also be forfeited. The Bidder(s)/Contractor(s) understands and agrees that this will be in addition to the disqualification and exclusion of the Contractor(s)/Bidder(s) as may be imposed by the PURCHASER, in terms of Section 3 above.) If, at any time after the awarding of the Project, the PURCHASER has terminated the contract according to Section 3, or if the PURCHASER is entitled to terminated the contract according to Section 3, the security Deposit/ Performance Bank Guarantee furnished by the Contractor, if any, as per the terms of the RFP/Contract shall be forfeited without prejudice to any other legal rights and remedies available to the PURCHASER under the relevant clauses of General/Special Conditions of Contract. The Contractor(s)/Bidder(s) understands and agrees that this will be in addition to the disqualification and exclusion of the Bidder(s)/Contractor(s), as may be imposed by the PURCHASER in terms of Section 3 above.

**Section 5: Previous transgression**

(1) The Bidder(s)/Contractor(s) herein declares that it has committed no transgressions in the last 3 years with any other Company in any country confirming to the anti-corruption approach as detailed herein or with government/ any other Public Sector Enterprise in India that could justify its exclusion from the tender process.

नेशनल इन्श्योरेंस कंपनी लिमिटेड पंजीकृत एवं प्रधान कार्यालय: परिसर क्रमांक 18-0374, प्लॉट क्रमांक CBD-81, न्यू टाउन, कोलकाता – 700156  
National Insurance Company Limited Registered & Head Office: Premises No. 18-0374, Plot no.CBD-81, New Town, Kolkata-700156  
Local Address:

Visit us at: <https://nationalinsurance.nic.co.in> |

CIN:U10200WB1206GOI001713 | Classification: Restricted/Confidential/Internal/Public



(2) If at any point of time during the tender process or after the awarding of the Contract, it is found that the Bidder(s)/Contractor(s) has made an incorrect statement on this subject, he can be disqualified from the tender process or if, as the case may be, that the Contract, is already awarded, it will be terminated for such and the Bidder(s)/Contractor(s) can be black listed in terms of Section 3 above.

#### **Section 6: Independent External Monitor / Monitors**

(1) The PURCHASER shall, in case where the Project Value is in excess of Rs 1 Crore and above, may appoint competent and credible Independent External Monitor(s) with clearance from Central Vigilance Commission. The Monitor shall review independently, the cases referred to it to assess whether and to what extent the parties concerned comply with the obligations under this Integrity Pact.

(2) In case of non-compliance of the provisions of the Integrity Pact, the complaint/non-compliance is to be lodged by the aggrieved party with the Nodal Officer only, as shall be appointed by the CMD, NICL. The Nodal Officer shall refer the complaint/non-compliance so received by him to the aforesaid Monitor.

(3) The Monitor will not be subject to any instructions by the representatives of the parties and will perform its functions neutrally and independently. The Monitor shall report to the Chairman-cum Managing Director, NICL.

(4) The Bidder(s) / Contractor(s) accepts that the Monitor shall have the right to access, without restriction, all Project documentation of the PURCHASER including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to its project documentation. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) with confidentiality.

(5) The PURCHASER will provide to the Monitor, sufficient information about all meetings among the parties related to the Project, provide such meetings could have an impact on the contractual relations between the PURCHASER and the Contractor.

(6) As soon as the Monitor notes, or believes to note, a violation of this Pact, he will so inform the PURCHASER and request the PURCHASER to discontinue and/or take corrective action, or to take other relevant action(s). The Monitor can in this regard submit non-binding recommendations. However, beyond this, the Monitor has no right to demand from the parties that they act in a specific manner and/or refrain from action and/or tolerate action.

(7) The Monitor will submit a written report to the CMD, NICL within 4 to 6 weeks from the date of reference or intimation to it and, should the occasion arise, submit proposals for corrective actions for the violation or the breaches of the provisions of the agreement noticed by the Monitor.

(8) If the Monitor has reported to the CMD, NICL, of a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, NICL, has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Chief Vigilance Officer, NICL.

नेशनल इन्श्योरेंस कंपनी लिमिटेड पंजीकृत एवं प्रधान कार्यालय: परिसर क्रमांक 18-0374, प्लॉट क्रमांक CBD-81, न्यू टाउन, कोलकाता – ७००१५६  
National Insurance Company Limited Registered & Head Office: Premises No. 18-0374, Plot no.CBD-81, New Town, Kolkata-700156  
Local Address:

Visit us at: <https://nationalinsurance.nic.co.in> |

CIN:U10200WB1206GOI001713 | Classification: Restricted/Confidential/Internal/Public



(9) The word 'Monitor' means Independent External Monitor and includes both singular and plural forms.

The detail of Independent External Monitor for PURCHASER is as under:

1. Shri Raghunath Prasad Tripathi.

Address: E8/31, Basant Kunj, Arera Colony, Bhopal, MP - 462039

e-mail id: trip1961[at]hotmail[dot]com

2. Shri Aditya Kumar Mittal.

Address: Flat C-2/10(3102), Vanashree CHS, Plot 1 & 2, Sector 58A, Palm Beach Road, Near Seawood Estates, Nerul (west), Navi Mumbai - 400706.

e-mail id: adityakumarmittal[at]gmail[dot]com

#### **Section 7: Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)**

If the PURCHASER obtains knowledge of conduct of a Bidder/Contractor or any employee or a representative or and associate or a Bidder/Contractor, which constitutes a criminal offence under the IPC/PC Act, or if the PURCHASER has substantive suspicion in this regard, the PURCHASER will forthwith inform the same to the Chief Vigilance Officer, NICL.

#### **Section 8: Duration of the Integrity Pact.**

The Pact shall come into force when both parties have legally signed it. The Pact shall expire, in case of the Contractor(s), 3 (three) months after the last payment under the Contract is made and in case of the unsuccessful Bidder(s), 2 (two) months after the contract for the project has been awarded. If any claims is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by CMD of NICL. The Bidder(s)/Contractor(s), however, understands and agrees that even upon the completion of the Project and/or the last payment under the Contract having been made, if any transgression/violation of the terms of this Pact comes /is brought to the notice of the PURCHASER, it may, subject to its discretion, blacklist and/or exclude such Bidder(s)/Contractor(s) as provided for in Section3, without prejudice to any other legal right or remedy so available to the PURCHASER.

#### **Section 9: Other Provisions**

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the PURCHASER, i.e., Kolkata.

(2) Changes and supplements as well as termination notice need to be made in writing.

(3) If the Bidder/Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

नेशनल इन्श्योरेंस कंपनी लिमिटेड पंजीकृत एवं प्रधान कार्यालय: परिसर क्रमांक 18-0374, प्लॉट क्रमांक CBD-81, न्यू टाउन, कोलकाता – ७००१५६  
National Insurance Company Limited Registered & Head Office: Premises No. 18-0374, Plot no.CBD-81, New Town, Kolkata-700156  
Local Address:

Visit us at: <https://nationalinsurance.nic.co.in> |

CIN:U10200WB1206GOI001713 | Classification: Restricted/Confidential/Internal/Public

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement shall remain valid and binding. In such a case, the parties will strive to come to an agreement in accordance to their original intentions.

(5) Wherever he or his as indicated in the above sections, the same may be read as he/she or his/her, as the case may be.

\_\_\_\_\_  
(For & On behalf of the PURCHASER)

\_\_\_\_\_  
(For & On behalf of Bidder/Contractor)

(Office Seal) (Office Seal)

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness 1:

(Name & Address) \_\_\_\_\_  
\_\_\_\_\_

Witness 2:

(Name & Address) \_\_\_\_\_  
\_\_\_\_\_



**MAF (ANNEXURE – E)**

**MANUFACTURER'S AUTHORIZATION FORM (AMC OF OpenText Documentum Application)**

To  
NATIONAL INSURANCE COMPANY LIMITED  
National Insurance Company Limited  
Premises No. 18-0374, Plot no.CBD-81,  
New Town, Kolkata-700156

Dear Sir,

Sub: Tender No NIC/IT/2024-25/OpenText Documentum AMC/08 for AMC OF OpenText Documentum Application

We ..... who are established and reputable manufacturers of .....having registered office at ..... do hereby authorize M/s..... (Name and Address of Supplier/Channel Partner) to bid, resell, negotiate, process and conclude the contract with you against Tender No NIC/IT/2024-25/OpenText Documentum AMC/08 for the above items mentioned in the BOM as per the ANNEXURE A.

We hereby extend our full support as per Tender for the OpenText Documentum AMC offered for supply against this invitation for bid by the above firm.

Yours faithfully, (Name)  
For and on behalf of  
M/s. ....

Signature of Manufacturer  
Dated:  
Place:

Note: This letter of authority should be on the letterhead/certificate form issued by the manufacturing concern and should be signed by a person competent and having the Power of Attorney to bind the manufacturer

\*\*\*\*\*End of Document\*\*\*\*\*

नेशनल इन्श्योरेंस कंपनी लिमिटेड पंजीकृत एवं प्रधान कार्यालय: परिसर क्रमांक 18-0374, प्लॉट क्रमांक CBD-81, न्यू टाउन, कोलकाता – ७००१५६  
National Insurance Company Limited Registered & Head Office: Premises No. 18-0374, Plot no.CBD-81, New Town, Kolkata-700156  
Local Address:

Visit us at: <https://nationalinsurance.nic.co.in> |

CIN:U10200WB1206GOI001713 | Classification: Restricted/Confidential/Internal/Public

