

**ANNEXURE 15-AGREEMENT TO BE SUBMITTED BY L1 VENDOR**

<to be submitted by L1 vendor along with performance guarantee>

Rs.100 stamp paper

This Agreement entered into at Chennai on this _____ day of 2021 BETWEEN < Vendor Name > _____ company registered under the Companies Act, 1956 and having its registered office at (Vendor Address)

hereinafter referred to as the **VENDOR/SUPPLIER** and UNITED INDIA INSURANCE COMPANY LIMITED, a company registered under the Companies Act, 1956 and having its Head office at # 19,4th Lane, Nungambakkam High Road, Chennai-600034, hereinafter referred to as the **PURCHASER/COMPANY/UIIC**.

WHEREAS the Purchaser had called for tenders from various companies for the supply, installation and maintenance of Digital Network Laser Printers; and

WHEREAS the Vendor had submitted a quotation which was accepted by the Company; and

WHEREAS the Purchaser is desirous of placing orders for supply, installation and maintenance of 700 nos. Digital Network Laser Printers on OPEX model; and

WHEREAS the vendor had agreed to affect supply, installation and maintenance of 700 nos. Digital Network Laser Printers on OPEX model to the Purchaser as per the terms and conditions mentioned herein below:

NOW THEREFORE THIS DEED WITNESSETH:

1. PERIOD OF AGREEMENT:

- 1.1 This Agreement is valid till the expiry of on-site comprehensive warranty. However, the period of Agreement may be extended by mutual consent.
- 1.2 That the Vendor hereby agrees to effect supply, installation and maintenance of 700 nos. of Digital Network Laser Printers as listed out in Annexures (Delivery Location List Annexure-20, Technical Requirement Annexure-10, Commercial Annexure-13) of this Agreement as and when Purchase Orders are placed by the Purchaser/Company at the prices specified therein till the tender validity period.

2. PRICE:

- 2.1 The prices as detailed in Commercial Annexure shall not be subject to any escalation.



- 2.2 The vendors should quote the quarterly base price and variable expenses exclusive of taxes. Applicable taxes will be paid on actuals. There should not be any conditions of discount in quoted price.
- 2.3 That the price shall be all inclusive of labour cost, ex-factory price per unit, packing, forwarding, freight, transit insurance, Excise duty, road permit charges, other duties, if any, including state levy, delivery, installation, commissioning and testing charges.
- 2.4 That there shall be no escalation in the prices once the prices are fixed and agreed by the Company and the vendors during the contract period(FIVE YEARS). But, any benefit arising out of any subsequent reduction in the prices due to reduction in duty & taxes after the prices are fixed and before the agreement signing should be passed on to the Purchaser /Company.
- 2.5 All the items should be quoted in INR (Indian Rupees) only.
- 2.6 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. Vendor shall protect the Company against any claims thereof.
- 2.7 In case the Vendor provides Standby printers in accordance with this agreement, the vendor shall bill the company based on the actual pages printed as per the prices detailed in Commercial Annexure 13.
- 2.8 Company shall be liable to pay additional charges for repairing/replacement/spares in case of Physical damages to printers /parts on a case to case basis.

3. PERFORMANCE SECURITY :

- 3.1 The successful vendor will have to furnish a security deposit as per the government circular No.F 9/4/2020-PPD dated 12th November 2020, to the tune of 3% of order value in the form of a Bank Guarantee for a period of **FIVE years & THREE months** obtained from a nationalised/scheduled bank for proper fulfilment of the contract.
- 3.2 This Bank Guarantee shall be released on the expiry of the period of warranty and onsite maintenance as mentioned in Clause 4 of this agreement.
- 3.3 This Bank Guarantee shall be invoked by the Company/Purchaser in the event of a breach of contract by the supplier / Vendor or default by the supplier/Vendor or Termination of the agreement/ Purchase Order.

4. WARRANTY AND ON-SITE MAINTENANCE:

- 4.1. The Vendor shall provide **Sixty months'** comprehensive **ON-SITE** warranty commencing from the date of installation / Deemed installation.
- 4.2. The service engineer must visit the customer site and service the printer when the issue is reported. Onsite diagnosis is expected for all complaints raised by UIIC and mandatory onsite maintenance service is expected at least once in 6 months.
- 4.3. Comprehensive Maintenance will cover Preventive Maintenance, Developer, Drum, RIP, etc., excluding paper & Electricity. (No refilled/recycled toner to be used and all spares should be of original make.)
- 4.4. Replacement of parts will be at the vendor's cost with original spares of the brand/make of the printer supplied. In the event of non-availability of the spare parts, equivalent or higher



configuration components/printer should be substituted with the company's consent at no additional charge.

- 4.5. Vendor shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of equipment, accessories etc. covered by the offer. Vendor must warrant all equipment, accessories, spare parts etc., against any manufacturing defects during the warranty period. During the warranty period, Vendor shall maintain the equipment and repair/replace all the defective components in our office premises at no additional charge.
- 4.6. During the warranty period, the company may relocate the Hardware from the original location mentioned in the Purchase Order / Agreement for supply to any other location across India and keep the vendor informed so that the vendor can continue to render services and has to ensure warranty coverage at the new location. In case of relocation of Hardware, transportation and other incidental charges will be borne by the Company.

5. DELIVERY, INSTALLATION AND LIQUIDATED DAMAGES :

- 5.1. The Digital Network Laser Printers shall be delivered at various offices of the Company spread across the Country.
- 5.2. The delivery and installation / commissioning time shall be a maximum of **SIXTEEN weeks** from the date of purchase order where installation has to be within maximum of 2 weeks from date of delivery.
- 5.3. In the event of delayed delivery i.e. delivery after the expiry of the mentioned period i.e. **SIXTEEN Weeks** or in the event of delayed installation i.e. installation date after the **TWO weeks** from date of delivery, the vendor shall be liable to pay a penalty at a percentage on the first quarterly billed value of printer for a particular location, subject to a maximum of 50% (Fifty percent) of first quarterly billed value of printer for that location as detailed below.
 - @ 10% of first billed value for the first week;
 - @ 20% of first billed value for the second week; and
 - @ 30% of first billed value for the third week; and
 - @ 50% of first billed value for the fourth week and above.For the purpose of this clause, part of the week is considered as a full week.
- 5.4. After the delivery is made, if it is discovered that the items supplied are not according to our specification, such supply would be rejected at the supplier's cost.
- 5.5. In case the site is not ready for installation, the principle of deemed installation will apply and vendor may obtain SNR (Site Not Ready) declaration from respective office(s). The hardware supplied will be deemed to have been installed and commissioned on expiry of four weeks from the date of delivery of hardware, if the site is not ready.
- 5.6. The Purchaser reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Purchaser to the Supplier.
- 5.7. The liquidated damage is an estimate of the loss or damage that UIIC may have suffered due to delay in performance or non-performance of any or all the obligations (under the terms and conditions) of the purchase contract relating to supply, delivery, installation, maintenance etc. of



the solution by the vendor and the vendor shall be liable to pay UIIC a fixed amount for each day of delay/non-performance of the obligations by way of liquidated damages.

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

6. SLA, SUPPORT WINDOW, & DOWNTIME REPORT

- 6.1. The vendor shall attend to on-call services for setting right the malfunctioning / non-functioning of the printer within 4 hours of lodging of the complaint (other than toner supply) for city offices (offices located at our RO Locations and Urban agglomeration if any) and within 16 hours in respect of all other offices.
- 6.2. Further the vendor should close all service calls within 1 working day of lodging of calls in respect of city offices (offices located at HO/RO Locations and Urban agglomeration if any) and in respect of all other offices within 2 working days respectively.
- 6.3. Downtime Report: On a quarterly basis the vendor has to submit a report in the following format for all the printers along with quarterly bill to respective Head Office/Regional Offices:

Complaint No/Case id	Printer Serial number	Office Code & Name where printer is installed	Complaint logged Date & Time(DD/MM/YYYY HH:MM)	Complaint Details((D D/MM/YYYY Y HH:MM)	Complaint Resolved Date & Time(DD/MM/YYYY HH:MM)	Stand by Printer provided Date & Time (DD/MM/YYYY HH:MM)	Downtime in Hours (Office was without working printer)
12345	Ex:ABC	100, HEAD OFFICE	DD/MM/YY YY HH:MM	PAPER JAMMING	DD/MM/YY YY HH:MM	NIL	9 HOURS
56789	DEF	100, HEAD OFFICE	DD/MM/YY YY HH:MM	BOARD FAILURE	DD/MM/YY YY HH:MM	DD/MM/YYYY HH:MM	8 HOURS

* Working hours is considered for 10:00 hrs to 18:00 hrs in any working day.

- 6.4. In the case of major fault necessitating replacement / the equipment to be taken to Maintenance vendor's office/factory, STANDBY equipment of similar or higher capacity in good working condition has to be provided at no extra cost, within 1 day for class A city, 2 days for Class B city and 4 days in all other city. The performance/penalty shall be calculated based on uptime of the printer. The cost of the transportation of any defective item for repairs / stand by printer shall be borne by the Vendor.



7. PENALTY

- 7.1. The supplier is to maintain an uptime of minimum 95 percentage uptime in any particular quarter for any particular region/LCB.
- 7.2. If there is any drop below the committed SLA of 95% uptime in any particular quarter for any region then UIC will deduct fixed percentage of the quarterly billed charges as penalty as shown in table. The uptime is calculated as the average uptime of all printers in a quarter that falls under a particular region. Uptime is monitored at Regional Office level.

Sno	Uptime %	Penalty
1	95% and above	Nil
2	Between 90% to 95%	5% of Quarterly bill
3	Between 85% to 90%	10% of Quarterly bill
4	Between 80% to 85%	15% of Quarterly bill
5	Less than 80%	20% of Quarterly bill

- 7.3. Delay in delivery of Toners at respective offices will also be considered as printer down time i.e., printer is not supposed to remain idle due to non-availability of toner.
- 7.4. The Purchaser reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Purchaser to the Supplier.
- a. Vendor shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of equipment, accessories etc. covered by the offer. Vendor must warrant all equipment, accessories, spare parts etc., against any manufacturing defects during the warranty period. During the warranty period, Vendor shall maintain the equipment and repair/replace all the defective components in our office premises at no additional charge. Frequent failures leads to replacement of unit.
 - b. During the warranty period, the company may relocate the Hardware from the original location mentioned in the Purchase Order / Agreement for supply to any other location across India and keep the vendor informed so that the vendor can continue to render services at the new location. In case of relocation of Hardware, transportation and other incidental charges will be borne by the Company.

8. INSPECTION AND TESTS

- 8.1. The Purchaser or its representative shall have the right to inspect and /or to test the Goods to check their conformity to the Contract specifications at no extra cost to the purchaser. The successful vendor shall provide the necessary facilities for such inspection.
- 8.2. The inspections and test may be conducted on the premises of the Supplier, at point of delivery and /or at the final destination. If conducted on the premises of the Supplier all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.



- 8.3. Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- 8.4. Pre-delivery / acceptance inspection will be carried out by the Purchaser through its staff / consultant at Vendor's factory / warehouse or at any other purchaser's site / location depending on the exigencies of the Purchaser. The Vendor shall keep ready the equipment's for inspection if the inspection is carried out at purchaser's site, the Vendor should provide all assistance including manpower. There shall not be any additional charges for such inspection. However, the purchaser will have the discretion to recover the costs related to travel and stay of its staff / consultants if the hardware offered for inspection is not as per the requirements of the Purchaser.
- 8.5. Up to 20 percent of the total order would be considered for pre-delivery/acceptance inspection. No additional time would be provided for inspection and it is the responsibility of the vendor to complete inspection in minimum shortest time by arranging sufficient resources. It is recommended that the company is informed in advance on the probable dates for inspection.

9. INSURANCE

- 9.1. The Vendor is responsible for acquiring transit insurance for the printers. The goods supplied under the Contract shall be fully insured in Indian Rupees.

10. PUBLICITY

- 10.1. 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 him in writing.

11. ROYALTIES AND PATENTS:

- 11.1. The prices specified in Annexure 12 to this Agreement shall be deemed to be inclusive of any royalties or patents or the charges for the use or infringement thereof that may be involved in the contract. The vendor hereby agrees to protect the Purchaser against any claims thereof.
- 11.2. The vendor shall indemnify the purchaser against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods/software, or any part thereof in India.
- 11.3. The supplier shall, at their own expense, defend and indemnify UIIC against all third party claims or infringement of intellectual property rights, including Patent, trademark, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad.
- 11.4. The supplier shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If the purchaser is required to pay compensation to a third party resulting from such



infringement, the supplier shall be fully responsible for, including all expenses and court and legal fees.

12. INDEMNIFICATION

- 12.1. The Vendor shall, at its own expense, defend and indemnify UIIC 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 (Vendor'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 Vendor and against any and all claims by employees, workmen, contractors, sub- contractors, suppliers, agent(s), employed, engaged, or otherwise working for the Vendor, in respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.
- 12.2. The Vendor shall indemnify, protect and save UIIC and hold UIIC 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
- i. a gross negligence and/or wilful default of the Vendor, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract
 - ii. breach of any of the terms of this tender document or breach of any representation or warranty by the Vendor.
 - iii. use of the deliverables and or services provided by the Vendor.
 - iv. 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.
- 12.3. The Vendor shall further indemnify UIIC against any proven loss or damage to UIIC's premises or property, etc., due to the gross negligence and/or wilful default of the Vendor's employees or representatives to the extent it can be clearly established that such employees or representatives acted under the express direction of the Vendor.
- 12.4. The Vendor shall further indemnify UIIC 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 UIIC for malfunctioning of the equipment at all points of time, provided however,
- i) UIIC notifies the Vendor in writing in a reasonable time frame on being aware of such claim
 - ii) the Vendor has sole control of defence and all related settlement negotiations
 - iii) UIIC provides the Vendor with the assistance, information and authority reasonably necessary to perform the above, and
 - iv) UIIC does not make any statement or comments or representations about the claim without prior written consent of the Vendor, except under due process of law or order of the court. It is clarified that the Vendor shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to UIIC's (and/or its customers, users and service providers) rights, interest and reputation



13. INSOLVENCY

- 13.1. 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.

14. FORCE MAJEURE:

- 14.1. 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.
- 14.2. 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, earth quake and fire, Pandemics and events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation.
- 14.3. 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.
- 14.4. 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 VENDOR.

15. DISPUTE RESOLUTION:

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

- 15.1. 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.
- 15.2. 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:
- 15.3. "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."
- 15.4. The venue of the arbitration shall be **Chennai**.
- 15.5. The language of arbitration shall be **English**.
- 15.6. The award shall be final and binding on both the parties.



- 15.7. 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.

16. APPROXIMATE QUANTITY:

ITEM	APPROXIMATE QUANTITY
Digital Network Laser Printer	700

- 16.1. The quantity 700 no.s is an indicative quantity, Company reserves the right to increase/decrease the quantity mentioned above. Also the company reserves the right to place repeat order upto 25% of original order in any specific time line, during the tender validity period.
- 16.2. In case of an Operating office being non functional, the unit shall be returned to the vendor whereas in case of additional requirement, the purchaser reserves the right to hire additional number of printers as per the demand with the same terms and conditions during the contract period.

17. SCOPE OF WORK

The broad requirements under this implementation are as under:

- 17.1. Delivery, installation, and maintenance (including on site Toner Supply) of digital network laser printers for Five years at UIIC Offices across the country as per the attached 'Delivery Location Annexure'. The 'Delivery Location Annexure' is the tentative delivery location and the exact delivery location details will be shared along with Purchase Order.
- 17.2. Supply of Laser Printers & Managed Print Solution with the technical specifications mentioned in this RFP. All devices to be deployed should be NEW. In case any replacement is made later on, the same should also be with a NEW printer.
- 17.3. All printers should be PostScript/PCL compliant and should be default Network, Duplex, and support Booklet printing.
- 17.4. ONLY genuine original toners should be supplied. No refills/refurbished toners are allowed.
- 17.5. Manual to operate the printer should be provided for every printer model quoted.
- 17.6. Call Centre nos. and Email Address should be pasted on the printer.



- 17.7. Printer and Print Management Software should be bundled with commercial quote submitted by the vendor and UIIC would not pay any extra amount for the procurement of such licenses and deployment thereof.
- 17.8. All timely upgradation of the print management software should be performed at no expense of UIIC. No additional payment will be made in connection with the purchase/upgradation of print management software.
- 17.9. The Vendor should clearly mention the Escalation Matrix, and any changes in the same should be intimated regularly to UIIC.
- 17.10. The uptime of all the devices supplied by the selected vendor will be the responsibility of the vendor. An agreement with SLA and penalty clauses will have to be signed by the selected vendor for all the printers with regard to the managed services.
- 17.11. The selected vendor will be responsible for complete repair, service & maintenance of all the devices and supply of required consumables like toners, cartridges and spare parts for the contract period.
- 17.12. The vendor should provide the required software/driver and the devices should be compatible with the same software/driver.
- 17.13. The vendor should provide the Laser Printer and print management software/tools using this software/tools all printers should be managed centrally from single/limited location at Head Office/ Regional Offices.
- 17.14. Configuration of printer with print server on local area network (LAN) and Wide area network (WAN) which is available in all UIIC branches.
- 17.15. Management of consumables at UIIC premises to take care of the requirements as per volume projections.
- 17.16. Provide the training to users in Offices regards to printer functionality, changing of toner, paper feed in printers tray, manual letter printing using tray and others.
- 17.17. Service provider to deploy all remote device management tools to centrally manage them for auto consumables replenishment from Head Office/Regional Offices.
- 17.18. For installation of printer in UIIC Network, the vendor engineer will coordinate with UIIC Officials at the respective Offices and will add and configure the printer in Desktop Computers of the Offices on one time or recurring basis.
- 17.19. The specialized features of printer management software must include:
 - 17.19.1. Checking the live status of each printer from Head Office and at Regional Offices. The Regional Office should have visibility of printers under their region.



- 17.19.2. Checking the printed paper count from the Head office and Regional offices.
- 17.19.3. The software should detect the utilization of the toner/ cartridge. Auto generate a message to central server when the toner yield has exceeded 70/80 percentage. The toner should be couriered by the vendor to the individual offices on receiving this message. Ensuring that the supply of toner is totally automated.
- 17.19.4. The Quarterly bill generated should be send to corresponding Head Office/Regional Offices/ with the below details
- Details of complaints raised with date of complaint raised, and date on which complaint is solved.
 - Total uptime in the quarter for the entire printers under that region.
 - Penalty applicable as per the agreement.
- 17.20. For printers which cannot be connected to software solution due to LAN/Connectivity issues, quarterly billing should be done manually by vendors. The vendor representatives can co-ordinate with HO/RO-IT team to get the printer reading ,reports should be sealed and signed and offices will submit the bill at respective Head Office/Regional Office for consolidated payment.
- 17.21. The vendor is expected to analyse the overall performance of the printers on a quarterly/half yearly basis. The vendor should give presentation to UIC-IT Dept, HO on a quarterly/half yearly basis on the adherence of SLA and the performance of the printers.
- 17.23 Open call status should be send to corresponding Head Office/Regional Offices and respective offices with Turn Around Time on fortnight basis before escalation on the same from user end.
- 17.24 Vendor has to provide periodic maintenance services during the contract period on quarterly basis. Professionally qualified personnel who have expertise in the hardware and system software (if any) supplied by the vendor will provide these services.
- 17.25 Vendor has to provide a resident engineer at Head Office who has to coordinate with HO/RO/respective offices for resolving the issue at the earliest and will provide managed services for smooth functioning.
- 17.26 Vendor to comply with Go Green initiative with regard to empty toner and toner boxes.
- 17.27 There should not be any disruption of services due to delay in payment/non payment.
- 17.28 Once the contract is over, Vendor need to take back the Printers on “as is where is basis”.

18 PAYMENT TERMS

- a. Recurring Charges towards rent and cost per page shall be paid on submission of invoice on quarterly basis based on actual usage at the Head Office/respective Regional Offices/LCBs through electronic mode in Indian Rupees(INR) under which printers have been installed.
- b. Payment will be based on the actual pages printed and payment will be made quarterly in arrears at Head Office/Regional Office/LCB level.



- c. Vendor has to provide detailed complaint reports (along with date of raising complaint, details of complaint, closure date, total down time, comments if any) as detailed in Section 17. SLA ,Support Window and Downtime Report.
- d. Vendor is obliged to provide service for 5 years irrespective of the number of pages printed.
- e. All payments will be made to the Vendor in Indian Rupees only.
- 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 VENDOR 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 the release of payments and the Vendor shall comply with the same.
- h. The Vendor shall cover the entire scope of services mentioned and deliver all the 'deliverables' as mentioned under the Scope of Work.
- i. No advance payment shall be made in any case.
- j. Any delay in achievement of the milestones or deliverables will result in further delay of the payment by invoking penalty clause.
- k. The Vendor recognizes that all payments to the Vendor under this RFP and subsequent agreement are linked to and dependent on successful completion of delivery and installation/commissioning/ deemed installation of the Laser printers as set out in the project plan and therefore any delay in achievement of such milestones / deliverables / activities shall automatically result in delay of such corresponding payment.
- l. All bills in original along with delivery challan and installation report should be submitted at Head Office-IT/respective Regional office for releasing payment before submitting First quarter invoice.

19 EXTENSION OF CONTRACT

The contract may be extended on completion of Five years on mutual consent, or part thereof on the same terms and conditions.

20 JURISDICTION FOR LEGAL PROCEEDINGS:

This agreement shall be subject to the jurisdiction of the Courts in the city of **Chennai only**.

21 RELOCATION OF PRINTERS:

During this agreement in force, the company may relocate the Printers from the original delivery location to any other location across India and keep the vendor informed so that the vendor can continue to render services at the new location. In case of relocation of hardware, transport and other incidental charges will be borne by the Company.



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 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 OF CONTRACT / CANCELLATION OF ORDER:

Without prejudice to any other provision contained within these Terms and Conditions or of any Agreement the Company may terminate the Agreement by 30 days' notice in writing in any of the following events:

- (1) The Vendor commits a material breach of the Agreement which is incapable of remedy; or
- (2) The Vendor commits a material breach which is capable of remedy but which the Vendor fails to remedy within 30 days of written notice by the Company specifying the event of default and requiring its remedy.
- (3) The Company and the Vendor may issue notice in writing to the other to terminate the Agreement if the other shall have a receiver or liquidator appointed, shall pass a resolution for winding up (otherwise than for the purpose of amalgamation or reconstruction), if a Court shall make an order to that effect, if the other party shall enter into composition or arrangement with its creditor(s) or shall become insolvent. Such an event shall be deemed to be a material breach incapable of remedy.
- (4) Company is unsatisfied with services of Vendor and if services are not improved even after two notices of unsatisfactory performance of vendor.

24 CONSEQUENCES OF TERMINATION

Any termination of the Agreement howsoever caused shall not affect any accrued rights or liabilities of either the Company or the vendor arising out of the Agreement.

25 CONFIDENTIALITY

The vendor acknowledges that all materials and information which has or will come into its possession or knowledge in connection with this agreement or the performance hereof, consists of confidential and proprietary data, whose disclosure to or use by third parties will be damaging or cause loss to company. The vendor agrees to hold such material and information in strictest confidence, not to make use thereof other than for the performance of this agreement, to release it only to employees requiring such information and not to



disclose it to any other parties. The vendor shall take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information under this agreement are fully satisfied.

26. END OF SALE/END OF SUPPORT

The bidder has to ensure that printer hardware /equipment /related software supplied put to use as part of this RFP should not have reached End of Support. In the event of any equipment supplied put to use by the bidder reaches End of Support, within the contract period from the date of use. The bidder has to replace the equipment/software at no additional cost to the company before end of support.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals the day and year herein mentioned.

For and on behalf of
(L1 Vendor)

for and on behalf of
United India Insurance Company Ltd.,

(Sign, Name & Designation)
Witnesses:
(Sign, Name & Designation)

(Sign, Name & Designation)
Witnesses:
(Sign, Name & Designation)