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UNITED INDIA INSURANCE COMPANY LTD.  
AT UNITED INDIA, IT'S ALWAYS U BEFORE I

## UNITED INDIA INSURANCE COMPANY LIMITED

### Request for Proposal For

Procurement of Hardware Security Module [HSM] for Digital Signing of documents

Tender No	HO: ITD: 2018-19:113
Tender Issue Date	06.04.2018
Last date for queries	11.07.2018
Last Date for submission of Bids	27.07.2018 (11:30 AM)
Opening of Pre-Qualification Bids	27.07.2018(11:45 AM)
Earnest Money Deposit	Rs. 2,00,000/-
Tender Fee	Rs.10,000/-

UNITED INDIA INSURANCE CO LTD.,  
REGD. & HEAD OFFICE: 24, WHITES ROAD  
CHENNAI - 600 014

IRDA REGN NO: 545, CIN NO: U93090TN1938GOI000108



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## 1. Introduction and Disclaimers

### 1.1 Purpose of RFP

The purpose of the RFP is to shortlist vendor for supply, installation, configuration and commissioning of Hardware Security Module (HSM) at UIIC Datacenter, Chennai .Details are given in Annexure – III of this tender document.

### 1.2 Information provided

The Request for Proposal contains statements derived from information that is believed to be relevant at the date but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with UIIC. Neither UIIC nor any of its employees, agents, or advisers given any representation or warranty, express or implied, as to the accuracy or completeness of any information or statement given or made in this document. Neither UIIC nor any of its employees, agents or advisers has carried out or will carry out an independent audit or verification exercise in relation to the contents of any part of the document.

### 1.3 Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, UIIC and its officers, employees, contractors, agents and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of UIIC or any of its officers, employees, contractors, agents or advisers.

### 1.4 Cost to be borne by Bidder

All costs and expenses incurred by respondents in any way associated with the development, preparation, and submission of responses, including but not limited to; the attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by UIIC, will be borne entirely and exclusively by the respondent.

### 1.5 No Legal Relationship

No binding relationship will exist between any of the respondents and UIIC until execution of a contractual agreement.

## 1.6 Recipient Obligation to Inform Itself

The Recipient must conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

## 1.7 Evaluation of offers

The issuance of RFP document is merely an invitation to offer and must not be constructed as any agreement or contractor or arrangement nor would it be constructed as any investigation or review carried out by a recipient. The recipient unconditionally acknowledges by submitting its response to this RFP document that it has nor relied on any idea, information, statement, representation, or warranty given in this RFP document.

UIIC will notify all short-listed Respondents in writing or by all mail as soon as practicable about the outcome of their RFP. UIIC is not obliged to provide any reasons for any such acceptance or rejection.

## 1.8 Acceptance of Selection process

Each Recipient / Respondent having responded to this RFP acknowledges to have read, understood and accepts the selection and evaluation process mentioned in this RFP document. The Recipient / Respondent ceases to have any option to object against any of these processes at any stage to subsequent to submissions of its responses to this RFP.

## 1.9 Errors and Omissions

Each Recipient should notify UIIC of any error, omission, or discrepancy found in this RFP document.

## 1.10 Acceptance of Terms

A recipient will, by responding to UIIC for RFP, be deemed to have accepted the terms of this document and Disclaimer.

## 1.11 Request for Proposal

Recipients are required to direct all communications related to this RFP, through the Nominated Point of Contact person:

Position	Chief Manager
Email id	rfp.hsm@uiic.co.in
Telephone	044 – 2859 9515

UIIC may, in its absolute discretion, seek additional information or material from any of the Respondents after the RFP closes and all such information and material provided must be taken to form part of the Respondent's response.



Respondents should provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to the RFP could be conveyed promptly.

If UIIC, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then UIIC reserves the right to communicate such response to all Respondents.

UIIC may, in its absolute discretion, engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to improve or clarify any response.



## 2. General Terms and Conditions

### 2.1 The Company

United India Insurance Co Ltd (hereinafter referred to as “United India” or “UIIC”) is one of the leading General Insurance Company in the country and has completed 80 years of operation. UIIC is one of the largest and is consistently improving its market share and also performing well in all parameters. United India has the largest network of offices and major presence in rural India through its innovative “One Man Offices”. It is also the largest player in Rural and Social Sector and various Government sponsored schemes.

### 2.2 Definition of Terms used in the tender document

- “*Company/UIIC/purchaser*” means United India Insurance Company Limited.
- “*Bidder*” is a company, which participates in the tender and submits the bid as prescribed and shall be the owner/certified or authorized agent of the solution offered.
- “*Products/equipment*” means all the active and passive hardware and software, software licenses, and/or other materials, which the Successful Bidder is required to support/ maintain as per this tender.
- “*Vendor*” means a company, which, after the complete evaluation process, gets the Letter of Acceptance.
- “*Letter of Acceptance / LOA*” means the issue of a signed letter by the Purchaser stating its intention to award the work mentioning the total Contract Value.
- “*OEM*”- means Original Equipment Manufacturer and/or Original Software Developer.
- “*Service Level Agreements / SLA*” means the terms to which UIIC and successful bidder will agree, for maintaining the HSM solution and associated services including uptime guarantee, minimum redundancy, fault detection and rectification.
- “*Mean time to respond / MTTR1*” means the maximum time, which the vendor would take to respond to the affected site after problem, has been intimated to the vendor. MTTR1 value of zero means onsite personnel would have to be deployed.
- “*Mean time to resolve / MTTR2*” means the maximum time, which the vendor would take to resolve the issue at affected site after the problem has been intimated to the vendor. MTTR2 value measurement will be done from the time of problem reporting and not from the expiry of MTTR1
- “*FMS*” – Facility Management Services.

## 2.3 Tender Objective

The Tender offer should be submitted in a sealed cover superscribed “Offer for Hardware Security Module (HSM)” containing 4 sealed envelopes as follows:

**Cover 1 Superscribed** as “Offer for Hardware Security Module” – NEFT /BG confirmation towards EMD” - Should contain payment confirmation details / BG details towards EMD to United India Insurance Company Ltd., payable at Chennai towards EMD.

**Cover 2 Superscribed** as “Offer for Hardware Security Module – Eligibility Criteria”- should contain your Eligibility Bid as per Annexure II - your response along with Deviation from eligibility criteria and Supporting Documents apart from other documents specified in checklist for submission.

**Cover 3 Superscribed** as “Offer for Hardware Security Module- Technical Bid”- should contain Technical bid as per Annexure III, comprising your response along with Deviation from technical Specifications and Supporting Documents apart from other documents specified in checklist for submission.

**Cover 4 Superscribed** as “Offer for Hardware Security Module- Commercial Bid”- should contain your Commercial quote as per Annexure IV.

The Tender Offer as indicated above should be addressed to

**Deputy General Manager,  
I.T. Department, Head Office, Chennai – 14.**

shall be dropped at Information Technology Department, United India Insurance Co. Ltd., Head Office, 24, Whites Road, Chennai - 600 014 on or before 27.07.2018, 11.30 AM.

If the last date for submission of tenders happens to be a holiday due to some unforeseen circumstances, then the tender can be submitted on the next working day before 4.30 p.m. Cover 1 would be opened on 27.07.2018 and Cover 2 bids of those who are complied with eligibility criteria would be opened in the presence of the bidders who are present at Registered & Head Office, No: 24 Whites Road, Chennai-14. In case, the date happens to be a holiday, then these covers would be opened on a subsequent date, which would be advised.

The commercial bids of technically qualified bidders would be opened by the Committee constituted by the Company in the presence of bidders who are present at Registered & Head Office, No: 24 Whites Road, Chennai-14. In case, the date happens to be a holiday, then the commercial bids would be opened on a subsequent date, which would be advised.





## 2.4 Earnest Money Deposit (EMD) & Tender Fee Amount

- The intending bidders should pay an Earnest Money Deposit of Rs. 2,00,000/- (Rupees Two Lakhs Only).
- The EMD shall be submitted by way of NEFT or BG.
- The Tender fee amount (Rs. 10,000/-) shall be remitted on or before 25.07.2018 by way of NEFT / RTGS transfer only.
- Our Bank Account as given below:  
Beneficiary Name: United India Insurance Company Ltd. IFSC Code: BOFA0CN6215 (Please distinguish alphabet O with 0 (Zero). Account No : UIIC000100 <Remittance details Depositors name>  
Ex. UIIC0001000HSMFxxxxxxx (From HSM max of 29 characters allowed, xxxxxx shall be replaced with your Company name)  
Bank Details: Bank of America, 748, Anna Salai, Chennai 600 002.
- The EMD will not carry any interest.

## 2.5 Forfeiture of E.M.D

The EMD made by the bidder will be forfeited if –

- The successful bidder does not furnish Security Deposit within 21 days from the date of receipt of LOA (Letter of Acceptance) the EMD will be forfeited.
- The successful bidder does not submit the agreement duly signed, within 21 days from the date of receipt of LOA (Letter of Acceptance) the EMD will be forfeited.
- The bidder withdraws the tender after acceptance.
- The bidder withdraws the tender before the expiry of the validity period of the tender.
- The bidder violates any of the provisions of the accepted terms and conditions of this tender specification.

## 2.6 Refund of E.M.D

- The EMD will be refunded to the successful bidder, only after signing of the contract and payment of Security Deposit, completion of formality etc. in all respects to the satisfaction of the purchaser.
- In case of unsuccessful bidders, the EMD will be refunded to them after intimation is sent to them about rejection of their tenders.

## 2.7 The Company reserves the right to

- Accept / Reject any of the Tenders.
- Revise the quantities at the time of placing the order.

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- Add, modify, relax or waive any of the conditions stipulated in the tender specification wherever deemed necessary.
- Reject any or all the tenders without assigning any reason thereof.
- Award contracts to one or more bidders for the item/s covered by this tender.

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## 2.8 Rejection of Tenders

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The tender is liable to be rejected **interalia**:

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

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## 2.9 Validity of Tenders

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The tenders should be valid for acceptance for a period of at least 90 (Ninety) days from the last date of tender submission. The offers with lesser validity period would be rejected.

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## 2.10 Price

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The bidders should quote all prices in INR only. All applicable taxes will be paid as actuals.

The price shall be all inclusive of labor 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.

The prices for all the components (product/services) shall be valid for the period of 6 months from the date of first purchase order from UIIC.

## 2.11 Performance Bank Guarantee (PBG)

- The successful bidder will have to furnish a Performance Bank Guarantee (PBG) to the tune of 10% of the total value of the contract for proper fulfillment of the contract in the form of a Bank Guarantee from a nationalized/scheduled bank valid for 3 years and 3 months from the date of purchase order from UIIC. This Bank Guarantee shall be released on the completion of three months after the completion of contract.
- If the Performance guarantee is not submitted, UIIC reserves the right to cancel the contract.
- The Performance Bank Guarantee is required to protect the interest of purchaser against the risk of non-performance of the successful bidder in respect of successful implementation of the project which may warrant the invoking of Bank Guarantee (BG), also if any act of the supplier results in imposition of Liquidated Damages then the purchaser reserves the right to invoke the submitted Performance Bank Guarantee.
- By submitting a proposal, the **VENDOR** agrees to promptly contract with the company for any work awarded to the **VENDOR**. Failure on the part of the awarded **VENDOR** to execute a valid contract with the company will relieve the company of any obligation to the **VENDOR**, and a different **VENDOR** may be selected.
- The Performance Guarantee has to be submitted **within 15 working days** from the date of Letter of Acceptance from UIIC.
- Once the PBG, i.e., 10% of “Contract Value”, in the form of Bank Guarantee is received by UIIC, the EMD as Bid Security in respect of this RFP will be returned to the successful bidder.

## 2.12 Format and Signing of Bid

- Letter of power of attorney or authorization of the Bidder and the OEM should be submitted along with the bid. Proposals submitted in response to this RFP must be signed by (in all the pages) the Authorized signatory of the Bidder’s organization as mentioned in the Power of Attorney or Letter of Authorization.
- The bid shall be typed on 8.5” by 11” (A4 size) paper in indelible ink numbered with index and shall be signed by the bidder or a person duly authorized to bind the bidder to the contract.
- Any interlineations, erasures or overwriting shall be valid only if the person signing the bid countersigns them.
- The bids should be spirally bound or fastened securely before submission .The bids submitted in loose sheets may be rejected as non-compliant.
- It may be noted that all the relevant documents including commercial bid document should be on the bidder’s letter head only.

## 2.13 Procedure for processing of the tender document

- The Sealed Cover containing eligibility criteria and proof of remittance of EMD amount through NEFT /BG to UIIC would be opened in the presence of the bidders who wish to attend. Each and every aspect in the eligibility bid would be evaluated by our committee.
- Technical bids of only those bidders who comply with the eligibility criteria only will be opened for further evaluation. Each and every aspect in the technical bid submitted by the bidders would be evaluated by our committee and subsequently, the commercial bids of technically qualified bidders only would be opened by our committee in the presence of successful technical bidders who wish to attend.
- The lowest commercial bid (L 1) would be identified as stipulated in this tender.
- Any commercial bid incomplete in any respect would not be considered.
- The bidders are required to send not more than two of their representative/s.
- This procedure is subject to changes, if any and the procedure adopted by the Company for opening the tender shall be final and binding on all the parties.

## 2.14 Selection of Bidders

The bidder has to submit the commercial bid for licenses and all other line items as per the commercial bid format.

- The lowest commercial bid (lowest quoted price) out of technically qualified bidders shall be identified as the L1 vendor who will be awarded the work.
- The Company shall notify the successful vendor in writing (Letter of Acceptance) that his bid has been accepted. Upon the successful vendor's furnishing of bank guarantee, the Company shall release the purchase order. The company shall promptly notify each unsuccessful bidder and shall discharge their bid security.
- Successful vendor shall submit the following documents for placement of purchase order within 15 working days of receipt of LOA.
  - Agreement.
  - Performance Bank Guarantee (PBG) from any Nationalized / Scheduled Bank.
  - Non-Disclosure Agreement.
  - SLA – SLA will include the Terms and Conditions mentioned in this bid along with the resolution commitments of the software and hardware offered for the proposed solution and managed services for maintaining the software, hardware and other components.
- The Company reserves the right to put the vendor on notice regarding cancellation of the contract in the event of failure of the successful bidder to accept the contract and /or furnish the PBG within 15 working days of receipt of Letter of Acceptance.
- The detailed work plan shall be discussed with the successful bidder.



- After placement of Purchase Order UIIC and bidder shall meet in regular intervals to discuss the development process.

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## **2.15 Information to Bidders**

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The bidders are expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding may result in the rejection of its bid and will be at the bidders own risk.

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## **2.16 Clarifications to Bidders**

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- All queries / requests for clarification from bidders must reach us by e-mail ([rfp.hsm@uiic.co.in](mailto:rfp.hsm@uiic.co.in)) before 11.07.2018 as per Annexure VII – Query format only. No clarifications or queries will be responded in any other format. Any changes in the tender document shall be uploaded in the UIIC website.
- The text of the clarifications asked (without identifying the source of enquiry) and the response given by UIIC, together with amendment / corrigendum to the bidding document, if any, will be posted on UIIC website (<https://uiic.co.in>). It would be responsibility of the bidder to check the website before final submission of bids.
- If UIIC, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then UIIC reserves the right to communicate such response to all respondents.

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## 2.17 Amendment to the Bidding document

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- At any time prior to the date of submission of the bids, UIIC, for any reason may modify the bidding document, by amendment.
- In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, UIIC at its discretion, may extend the deadline for the submission of the bids.
- The amendments, if any, will be posted on UIIC website only (<https://uiic.co.in>).
- All bidders must ensure that such clarifications / amendments have been considered by them before submitting the bid. UIIC will not have any responsibility in case some omission is done by any bidder.

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## 2.18 Deadline for submission of Bids

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- The bids must be received by UIIC at specified address not later than the date / time specified in the RFP.
- In the event of specified date for the submission of bids, being declared a holiday for UIIC, the bids will be received up to the appointed time on the next working day.
- UIIC, at its discretion, extend the deadline for submission of Bids by amending the bid documents, in which case, all rights and obligations of UIIC and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

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## 2.19 Use of Contract documents and information

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The Supplier shall not, without the company's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of UIIC in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

The Supplier will treat as confidential all data and information about the company, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the company.

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## 2.20 Subcontract

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As per scope of the RFP the subcontracting may be explicitly prohibited or permitted. If there is no mention of subcontracting in the RFP, Bidder has to obtain written

permission from the company before contracting any work to subcontractors. Company at its own discretion may permit or deny the same.

In case of subcontracting permitted, the contracting vendor is responsible for all the services provided to the company regardless of which entity is conducting the operations. The contracting vendor is also responsible for ensuring that the sub-contractor comply with all security requirements of the contract and company can obtain independent audit report for the same.

The bidder should provide subcontracting details to the company and if require, UIIC may evaluate the same. If bidder is OEM, then OEM is responsible for all the services provided to the company.

### **2.21 Compliance in obtaining approvals/ permissions/ licenses**

The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Company and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Company will give notice of any such claim or demand of liability within reasonable time to the bidder.

### **2.22 Insurance**

- The Bidder is responsible for acquiring insurance for all components, equipment and software. The goods supplied under the Contract shall be fully insured.
- The insurance shall be for an amount equal to 110 percent of the Cost, Insurance and Freight (CIF) value of the Goods delivered to UIIC covering “All Risks” (fire, burglary, natural calamities such as Earth quake, floods etc.) valid till one month from the date of delivery. If the vendor fails to obtain insurance cover and any loss or damage occur, the vendor will have to replace the items with new ones without any cost to the company.
- Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India, transport to such place of destination in India, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier.



- Should any loss or damage occur, the Bidder shall
  - Initiate and pursue claim till settlement, and
  - Promptly make arrangements for replacement of any damaged item/s irrespective of settlement of claim by the underwriters.

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### 2.23 Repeat Order

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UIIC reserves the right to place order for hardware item(s)/ additional licenses of the software/ optional items, at same rates and terms & conditions during a period of six months from the date of acceptance of purchases order by the bidder. No additional cost whatsoever other than the cost contracted would be paid.

In case of any change in tax rates, the currently prevailing tax rates will be applicable while placing repeat orders.

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### 2.24 Conditional Bids

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Conditional bids shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of bids.

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### 2.25 Taken / Brought over of Company

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Subsequent to the order being placed by UIIC, in the event of bidder or the concerned OEM being taken/ bought over by another company, all the obligations and execution of responsibilities under the agreement with UIIC should be passed on for compliance by the new company in the negotiation for their transfer.

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### 2.26 No Employer – Employee Relationship

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The selected bidder or any of its holding / subsidiary / joint-venture / affiliate / group / client companies or any of their employees / officers / staff / personnel / representatives / agents shall not, under any circumstances, be deemed to have any employer-employee relationship with the company or any of its employees / officers / staff / representatives / personnel / agents.

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### 2.27 Termination

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- Prior to the delivery of the hardware items, UIIC may at any time terminate the contract by giving written notice to the Bidder if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the company.
- The company reserves the right to cancel the contract in the event of happening one or more of the following Conditions:
  - Failure of the successful bidder to accept the contract;
  - Delay in delivery beyond the specified period;
  - Delay in completing installation / implementation and checks beyond the specified periods;



- Failure of the bidder to perform any other obligation(s) under the contract;
- In addition to the cancellation of purchase contract, UIIC reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Bidder.

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## 2.28 Patent Rights

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the Goods or any part thereof in India, the Supplier shall act expeditiously to extinguish such claim. If the Supplier fails to comply and the company is required to pay compensation to a third party resulting from such infringement, the Supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The company will give notice to the Supplier of such claim, if it is made, without delay.

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## 2.29 Corrupt and fraudulent practice

As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the execution of this RFP and subsequent contract(s). In this context, the bidders to note the following:

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution.

“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the company and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the company of the benefits of free and open competition.

The company reserves the right to declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the bidder has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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## 2.30 Waiver

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this RFP or 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 RFP 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.

### **2.31 Violation of Terms**

UIC clarifies that the company shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the company may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

### **2.32 Confidentiality**

This RFP contains information proprietary to company. Each recipient is entrusted to maintain its confidentiality. It should be disclosed only to those employees involved in preparing the requested responses. The information contained in the RFP may not be reproduced in whole or in part without the express permission of UIC. The Bidders shall submit a non-disclosure agreement as per Annexure - X on non-judicial stamp paper of appropriate value at the time of submission of bids.

In case the selected vendor acts is extending similar services to multiple customers, vendor shall take care to build strong safeguards so that there is no co-mingling of information, documents, records and assets related to services within the ambit of this RFP and subsequent purchase order.

### **2.33 Rights to visit**

All records of the Bidder with respect to any matters covered by this Tender document/ subsequent order shall be made available to UIC or its designees at any time during normal business hours, as often as UIC deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

UIC, including its regulatory authorities like IRDA, IIB etc., reserves the right to verify, through their officials or such other persons as UIC may authorise, the progress of the project at the development /customization site of the Bidder or where the services are being rendered by the bidder.

The company and its authorized representatives, including regulator like IRDA, IIB etc., shall have the right to visit any of the Bidder's premises with prior notice to ensure that data provided by the company is not misused. The Bidder will have to cooperate with

the authorized representative/s of the company and will have to provide all information/ documents required by the company.

The right to visit under these clauses shall be restricted to physical files related to this arrangement. Visit shall be conducted during normal business hours and on normal working days after informing the bidder in advance.

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### **2.34 Right of publicity**

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

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### **2.35 Indemnity**

- The Bidder/System Integrator 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 (Bidder/System Integrator's) employees or agents, or by any other third party resulting from or by any gross negligence and/or wilful default by or on behalf of the Bidder/System Integrator and against any and all claims by employees, workmen, contractors, sub-contractors, suppliers, agent(s), employed, engaged, or otherwise working for the Bidder/System Integrator, in respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.
- The Bidder/System Integrator 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 willful default of the Bidder/System Integrator, 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 RFP or breach of any representation or warranty by the Bidder/System Integrator, (iii) use of the deliverables and or services provided by the Bidder/System Integrator, (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.
- The Bidder/System Integrator shall further indemnify UIIC against any proven loss or damage to UIIC's premises or property, UIIC's data etc., due to the gross negligence and/or wilful default of the Bidder/System Integrator's employees or representatives to the extent it can be clearly established that such employees or representatives acted under the express direction of the Bidder/System Integrator.

- The Bidder/System Integrator 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 or software or deliverables at all points of time, provided however, (i) UIIC notifies the Bidder/System Integrator in writing in a reasonable time frame on being aware of such claim, (ii) the Bidder/System Integrator has sole control of defence and all related settlement negotiations, (iii) UIIC provides the Bidder/System Integrator 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 Bidder/System Integrator, except under due process of law or order of the court. It is clarified that the Bidder/System Integrator 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.
- Further, since UIIC's data could be integrated/used under Bidder/System Integrator provided software and since the Bidder/System Integrator would be managing the services, the Bidder/System Integrator should be responsible for loss/compromise or damage to UIIC's data.
- In the event that UIIC is called as a defendant for IPR infringement of patent, trademark or industrial design rights arising from use of any of the components of the supplied solution, the Bidder/System Integrator on its own expense will undertake to defend UIIC.

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### **2.36 Force Majeure**

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- The parties shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by Force Majeure.
- For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the parties, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation.
- In the event of any such intervening Force Majeure, each party shall notify the other party in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the other party, the party pleading Force Majeure shall continue to perform/render/discharge other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.

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

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### **2.37 Liquidated Damages**

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- The liquidated damages 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, operationalization, implementation, training, support/services, acceptance, etc. of the solution by the Bidder/System Integrator and the Bidder/System Integrator shall be liable to pay UIIC a fixed amount for each day of delay / non-performance of the obligations by way of liquidated damages. Amount of Liquidated Damages shall be at the discretion of UIIC, subject to maximum of 50% of the total amount paid to the Bidder / System Integrator during the contract period. Once the maximum is reached, UIIC may consider termination of the contract.
- Liquidated damages are not applicable for reasons attributable to UIIC and Force Majeure. However, it is the responsibility/onus of the Bidder/System Integrator to prove that the delay is attributed to UIIC and Force Majeure. The Bidder/System Integrator shall submit the proof authenticated by the Bidder/System Integrator and UIIC's official that the delay is attributed to UIIC and Force Majeure along with the bills requesting payment.
- Delivery of the solution and performance of the services shall be made by the Vendor in accordance with the time schedule, technical specification, scope of the project and other terms & conditions as specified in the RFP/SLA/Contract. Any delay in performing the obligation /defect in performance by the supplier may result in imposition of liquidated damages, invocation of Performance Bank Guarantee and/or termination of contract.
- UIIC shall be entitled to terminate the agreement with the Bidder/System Integrator at any time giving 90 days prior written notice to the Bidder/System Integrator if the Bidder/System Integrator breaches its obligations under the RFP or the subsequent agreement and if the breach is not cured within 15 days from the date of notice.

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### **2.38 Dispute Resolution**

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

- All settlement of disputes or differences whatsoever, arising between the parties out of or in connection to the construction, meaning and operation or effect of this Offer or in the discharge of any obligation arising under this Offer (whether during the course of execution of the order or after completion and whether before or after termination, abandonment or breach of the Agreement) shall be resolved amicably between UIIC and the system integrator's representative.
- In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then the same shall be resolved as follows:

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

- The venue of the arbitration shall be Chennai.
- The language of arbitration shall be English.
- The award shall be final and binding on both the parties.
- Work under the contract shall be continued by the System Integrator 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 system integrator 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.

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### **2.39 Bid Integrity**

Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that company may take. All the submission, including any accompanying documents, will become property of UIIC. The bidders shall be deemed to license, and grant all rights to UIIC, to reproduce the whole or any portion of their solution for the purpose of evaluation, to disclose the contents of submission to other bidders and to disclose and/or use the contents of submission as the basis for RFP process.

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### **2.40 Limitation of Liability**

Bidders cumulative liability for its obligations under the contract shall not exceed the total contract value and the bidder shall not be liable for incidental / consequential or indirect damages including loss of profit or saving.

For the purpose of this section, “contract value” at any given point of time, means the aggregate value of purchase orders place by UIIC on the bidder under this project.



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## 2.41 Public Procurement Policy on Micro and Small Enterprises (MSEs)

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- UIIC is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, GoI. The policy details are available on the website [www.dcmsme.gov.in](http://www.dcmsme.gov.in)
- These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs).
- Such MSEs would be entitled for exemption from furnishing tender fee and earnest money deposit (EMD). In case of any issue on the subject matter, the MSE's may approach the tender inviting authority to resolve their grievances.
- Agencies/ Bidders desirous of availing exemptions/ preference under above provisions should submit a copy of proof of Registration as MSEs/ and ownership of the same by SC/ST along with the tender/RFP.
- The bidder to note that, splitting of order would not be applicable in this tender.

U S I

## 3. Broad Scope of Work

### 3.1 Statement of Objectives

United India Insurance Company Ltd., a leading general insurance company having its Head Office at Chennai is planning to setup a Hardware Security Module for Digital Signatures on documents. UIIC invites Technical and commercial proposals from leading OEMs or their authorized distributors / System Integrators who are fulfilling the eligibility criteria.

### 3.2 Scope of Work (SOW)

The broad scope of work to be executed under this RFP, but not limited to, is as follows:

- UIIC has a Document Management Solution provided by NewGen (OmniDocs). The same is used for storage and retrieval of all customer related documents, namely, Policy Schedule, Collection Receipt, Terms & Conditions Document, etc.
- Documents generated on a real time basis by UIIC's Core Insurance System need to be digitally signed real time as they are shared as such with online / mobile customers.
- The proposed module has to be capable of storing different types/classes of digital signatures.
- Digital signing facility should be available in both Batch (bulk) and online mode.
- Solution should support signing of multiple pages in the same document.
- Solution should be capable of signing multiple formats including PDF, ZIP files etc.
- Solution should be capable of signing with multiple signatures in the same document.
- Solution should allow placing the signature in the specified position in the document.
- System should be capable to incorporate the signature without the need of the USB token.
- System should provide the audit reports for signatures incorporated.
- No un-authenticated document should be allowed to sign.
- System should generate the daily reports of success and failures.
- System should have security level based access control.
- It has to instantly sign documents on a real time basis using an API for integration with UIIC's Core Application.
- Supply, install and maintain the Hardware Security Module (HSM) at the locations specified by UIIC (Data Center - DC).
- Supply updates and upgrades including new versions of all the software licenses supplied as part of this tender during the entire contract period.



- Supply of Document Signer solution apart from the HSM. Details on this are mentioned in the third sub-section of Annexure – III.
- The successful bidder shall supply and install a Class 3 Digital Signature Company type on the HSM modules.
- The successful bidder shall adhere to best practice standards for the provisioning of services and testing of all functional/vulnerabilities from time to time.
- All the hardware quoted should be with THREE years back-to-back warranty with respective OEM.
- The proposed solution has to be deployed in a high availability mode locally.
- A detailed escalation plan shall have to be submitted before the commissioning of the services, consisting of not more than 4 tiers from helpdesk to Global/Country Service Manager.
- Successful bidder will be required to sign NDA as per Annexure-x with UIIC to maintain and protect the confidentiality of Data.
- Any item of work/services/equipment not specifically mentioned above but considered essential for the completion of the work in all respect shall be deemed to be included in the scope of work (SOW).
- The above requirements are only indicative in nature to provide bidders a benchmark to arrive at an optimum solution. However UIIC would expect successful bidder to provide all features available under the proposed solution as and when required.
- Successful bidder should guarantee a quarterly uptime of 99.9% for the entire solution from the date of go-live.
- The scope of this tender is not limited to the technical specifications mentioned in the Annexure-II, bidder has to install and configure all available features in the OEM product as per UIIC's requirement under this entire engagement.
- The Bidder has to coordinate with other UIIC contracted software/hardware/services vendors to resolve hardware, system software and integration issues with existing systems and application related problems during installation & management of the proposed solution. This will include UIIC's future plans for IPV4 to IPV6 migration.
- After successful implementation, bidder should appoint an account manager for UIIC, who will act as act as a single point of contact for UIIC for handling any issues under this agreement.
- UIIC conducts periodic information security audit by third party or its own officials as per regulatory requirements. In case of any observation by the auditor or UIIC own officials for upgradation of any software to mitigate the risk, bidder has to upgrade the software of all equipment supplied by them.
- At UIIC Datacenter site, entire solution is to be configured in High availability mode.
- Any additional requirement regarding hardware and software, after awarding the contract will not be entertained by UIIC. The bidder shall be responsible for the



same. The cost of any additional hardware and software, if required, should be mentioned in the bill of material.

- Vendor has to submit proper installation certificate duly signed by the UIIC official at respective location as per Annexure XI.
- Implementation of the entire project to be completed within four weeks from the date of delivery of hardware and software at the site.
- All claims for functional / technical delivery made by the bidders in their responses to the RFP shall be assumed as deliverable, within the quoted financials.
- In case of any damage to UIIC property during equipment delivery and installation attributable to the bidder, bidder has to replace the damaged property at its own cost.
- The bidder should submit solution document as a part of technical bid. The contents of solution document should include but not limited to (a) solution architecture in detail, (b) A project plan in terms of activity and timelines required for executing the project with the details of deliverables and milestones including the delivery of equipment.
- All necessary APIs should be provided by the bidder as part of the solution for integrating with UIIC core system.

### **3.3 Project Plan**

The vendor has to submit a detailed plan for setting up of the HSM for DC site. Plan should include potential risk identification and migration strategy for the project and also change management strategy and plan. Plan should include the full scope of the project.

On acceptance of such plan by UIIC, the vendor is required to carry out the implementation and customization as applicable including supply, commissioning, installation and acceptance testing of solution etc.

The vendor shall handle all the matters relating to the configuration and operation of the system including but not limited to system interface, documentation, user manual documentation and training for the successful implementation of the system.

After complete implementation of the solution as defined in scope of work (SoW), UIIC shall monitor the performance of the solution for a period of ONE month, said period will be treated as Evaluation Period and the project closure process shall be initiated by UIIC only post satisfactory performance of the solution and the sign off of the project shall take place.

The bidder shall provide a comprehensive training plan and materials to carry out the training for UIIC officials who will handle the project during implementation and further stages.

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## 4. Commercial Bid, Payment & Other Terms

### 4.1 Commercial Bid Explanatory notes

The bidder shall provide commercial quote as per the format given in Annexure IV in a separate sealed envelope for HSM solution other related activities.

### 4.2 Price, Octroi & Taxes

The price shall be all inclusive of Ex-factory price per unit, packing, forwarding, freight, transit insurance, Excise duty, other duties, if any, including delivery, installation, commissioning & testing charges. All applicable taxes alone would be reimbursed as shown in the invoice. All taxes would be reimbursed on production of actual documents.

There shall be no escalation in the prices once the prices are fixed and agreed to by the Company and the vendors. But, any benefit arising out of any subsequent reduction in the prices due to reduction in duty & taxes after the prices are fixed and before the delivery should be passed on to the Purchaser/Company. The price quoted should be valid for a period of 90 days from the last date of tender submission.

### 4.3 Delivery and Installation

- The total quantity of items as per UIIC requirement, shall be delivered at Chennai site.
- The delivery and installation of the HSM with Class 3 Company type Digital Signature in UIIC prescribed locations (DC) should be completed within 6 weeks and 4 weeks respectively from the date of purchase order(s). (Inclusive of purchase order date).
- After complete implementation of the Solution in the entire as defined in Scope of Work, UIIC shall monitor the performance of the Solution for a period of ONE month, said period will be treated as Evaluation Period and the Project closure process shall be initiated by UIIC only upon satisfactory performance of the Solution and the Sign off of the Project shall take place.
- In case the site is not ready for installation, the principle of deemed installation will apply for releasing the 15% payment on submission of SNR (Site Not Ready) declaration from respective office(s).
- In the event of delayed delivery i.e. delivery after the expiry of the delivery period as specified in para herein above, the vendor shall be liable to pay a penalty at a percentage on the order value of a particular location, subject to a maximum of 5% (five percent) as detailed below.

@ 1% for the first week;

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- @ 2.5% for the second week; and
- @ 5% for the third week and above.

- For the purpose of this clause, part of the week is considered as a full week.
- After the 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.
- In the event of delayed installation after four weeks from the date of delivery, the vendor shall be liable to pay a penalty at a percentage on the order value of a particular location, subject to a maximum of 5%(five percent) as detailed below.

- @ 1% for the first week;
- @ 2.5% for the second week; and
- @ 5% for the third week and above.

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

#### 4.4 Payment Terms

The various payments due for implementation of the solution shall be as per the table given below. The company also reserves the right to prescribe additional documents for release of payments and the bidder shall comply with the same.

Item	Payment	Documents to be submitted
All Hardware parts	80% after delivery	Invoice, Delivery Certificates and Confirmation letter/mail from OEM
	10% after installation	Installation Certificate
	Remaining 10% after signing of agreement and NDA.	Performance Bank Guarantee, Agreement and NDA.

- 100% Implementation and Maintenance cost on signoff by UIIC official.
- 100% payment of Digital Signature cost on successful installation on all HSM modules.
- Quarterly payments of AMC costs subject to penalties, if any, on submission of invoice.
- No advance payment will be made in any case.
- The Bidder must accept the payment terms proposed by UIIC. The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by UIIC. Any deviation from the proposed payment terms would not be accepted. UIIC shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of UIIC.
- TDS, if any, will be deducted while releasing the payment.

- All payments will be made to the Bidder in INR only.
- UIIC shall have the right to withhold any payment due to the bidder in case of delays or defaults on the part of the bidder. Such withholding of payment shall not amount to default on the part of UIIC.
- All payments will be released within 30 days subject to submission of invoices along with supporting documents /reports /certificates towards completion of activities.

#### 4.5 Warranty

- The bidder shall provide 3 years warranty for all equipment at all the locations.
- The warranty of equipment will start from the date of delivery of equipment at respective locations.
- The successful bidder has to mandatorily backline all the services with the OEM during the warranty period and proof for the same should be submitted within 30 days from the date of PO.
- OEM/Bidder shall replace any faulty device during the contract period with device of same or higher specifications.
- Bidder shall track all the replacements done during the warranty / contract period and publish the report to UIIC on monthly basis.
- Warranty should provide/include the software supplied and should be free of defects in materials & workmanship under normal use.
- The software substantially should conform to its specifications as per the technical specifications mentioned in this RFP.
- The proposed equipment should not be declared End-of-Life and End-of-Support for a period of at least 5 years from the date of bid submission. A declaration to this effect from the respective OEM needs to be submitted as part of the bidder's response.
- Warranty should not become void if UIIC buys any other add-on hardware from a third party and installs it with in hardware items in the presence of the representative of the bidder. However, the warranty will not apply to such third-party hardware items installed by UIIC.

#### 4.6 Uptime

The selected Bidder shall guarantee a quarterly uptime of 99.9% for the entire Solution from the date of commencement of the proposed HSM solution. (Any planned shutdown will not be considered for calculating SLA).

The percentage of uptime is calculated on quarterly basis as follows:

$$\frac{(\text{Total contracted minutes in a quarter} - \text{downtime during contracted minutes}) * 100}{\text{Total contracted minutes in a quarter}}$$

Total contracted minutes in a quarter.



The table below specifies support/maintenance matrix along with mean time to respond (MTTR1) and mean time to resolve (MTTR2).

SN	Services	MTTR1 (HH:MM)	MTTR2 (HH:MM)
1	Entire Solution	00:15	Should maintain 99.9%uptime

**Response Time:** - Defined as time taken by the help desk to respond the concerned user over the service desk tool, phone/Email or in person and acknowledge the problem. Same is applicable when there is a problem in the proposed solution.

**Resolution Time:** - Defined as time taken to resolve a problem.

#### 4.7 Penalty

- In case the vendor fails to meet the above SLA, penalty will be imposed as specified in the table below:

No	Services	Down Time	Penalty
1	Entire Solution	99.9% or less	Rs.100/- per Minute. Cap of Rs 20,000/- per day. However, MTTR1 and MTTR2 remains the same

- The down time will be calculated on quarterly basis.
- The downtime calculated shall not include the following:
  - Down time due to hardware/software and application which is owned by UIIC and at the instance of UIIC.
  - Negligence or other conduct of UIIC or its agents, including a failure or malfunction resulting from applications or services provided by UIIC or its vendors
  - Failure or malfunction of any equipment or services not provided by the bidder.
  - However, it is the responsibility/ onus of the selected bidder to prove that the outage is attributable to UIIC. The selected bidder shall obtain proof authenticated by UIIC's official that the outage is attributable to UIIC.
- Record of call resolution is to be jointly signed by system integrator and UIIC personnel marking nature of fault attended and steps / initiatives taken to resolve the service call of the company.
- This service is to be provided on all working days of UIIC, notwithstanding the fact whether on such days the Bidder's office remains open or not. The Bidder's local representative and our Department Head will undertake the review of maintenance every quarter with monthly reports.

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END OF RFP

UIC