

United India Insurance Company Limited Head Office, Chennai



REQUEST FOR PROPOSAL (RFP)

FOR

“Advisory Services for Hardware Refresh at Data Center /Disaster Recovery Centre ”

TENDER NO: UIIC: HO: ITD: RFP:485:2019-20

**Information Technology Department
2nd Floor, NALANDA,
No.19, IV Lane, Nungambakkam High Road,
Chennai- 600034**

CIN: U93090TN1938GOI000108



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1. Definition and Acronyms

Terms	Definitions
UIIC / United India Insurance Company Limited	Reference to “UIIC” and “United India Insurance Company Limited” shall be determined in context and will mean without limitation the “United India Insurance Company Limited” (UIIC), a statutory Corporation established under General Insurance Business (Nationalization) Act 1972 having its Registered Office at 24, Whites Road, Chennai 600014, which expression shall, unless repugnant to the context and meaning thereof, mean its successors, permitted assignees.
Consultant/Consulting firm/Bidder/Vendor	An entity submitting a bid in response to this RFP. These words when used in the pre award period shall be synonymous with Bidder, and when used after award of the Contract shall mean the successful Bidder or Vendor or Consulting Firm or Consultant with whom UIIC signs the agreement for rendering of services required in the RFP.
Agreement / Contract	Any written contract between the United India Insurance Company Limited and a successful Bidder with respect to any deliverables or services contemplated by this RFP. Any Agreement shall be deemed to incorporate, as schedules, this RFP, all addenda & corrigendum issued by UIIC, the Consulting services agreement, the bid of the Successful Bidder and any negotiated modifications thereto
Services	The work to be performed by the Consultant pursuant to the Contract
RFP Document	This Request for Proposals document in its entirety, inclusive of any addenda, corrigendum, that may be issued by UIIC at a later date.
BO, DO, RO, & HO	Branch Office, Divisional Office, Regional Office, and Head office of UIIC.
DC, DR & NDR	Data Centre, Disaster Recovery & Near Line Disaster Recovery
SLA	Service Level Agreement

2. Introduction

2.1 About the Company

United India Insurance Company Limited (UIIC) is one of the four leading public sector General



Insurance Companies transacting Non-Life Insurance business in India with Head Office at Chennai, 30 Regional Offices, 7 Large Corporate and Brokers Cells and 2000+ Operating offices geographically spread throughout India. United India Insurance Company Limited, hereinafter called “UIIC” or “The Company”, which term or expression unless excluded by or repugnant to the context or the meaning thereof, shall be deemed/ to include its successors and permitted assigns, issues this bid document, hereinafter called Request for Proposal or RFP inviting response from Bidders.

2.2 Notice Inviting Bids

The Chief Manager (IT) invites sealed bids from eligible Bidders for Advisory Services for Hardware Refresh at Data Centre and Disaster Recovery Centre.

2.3 Objective of the RFP

United India Insurance Company Limited (UIIC) intends to engage Consultancy firms/Organizations/LLPs for Advisory Services for Hardware Refresh at Data Centre and Disaster Recovery Centre.

2.4 Schedule of Events

S.No.	Event	Details/ Target Date
1.	Publishing date of the RFP	18/03/2020
2.	Last date to send pre-bid queries for clarifications	24/03/2020 on or before 03:00 PM
3.	Responses for Pre-Bid Queries	Will be published on Website
4.	Last date for submission of bid	3/04/2020 before 02:30 PM
5.	Opening of Pre-qualification cum Technical Bid	03.04.2020 at 03:00
6.	Opening of commercial bids	Will be communicated later
7.	Address for Bid Submission and Correspondence	Chief Manager (IT) Information Technology Department United India Insurance Co. Ltd, 2 nd Floor, NALANDA, No.19, IV Lane, Nungambakkam High Road, Chennai- 600034 Email: rfp.itconsultancy@uiic.co.in



2.5 Eligibility Criteria

S.N.	Pre-Qualification Criteria	Documents Required
1.	The bidder should be a Company / Partnership Firm/LLP having its registered office in India and should have been in continuous operation for the last five years.	Copy of Certificate of Incorporation/Partnership Deed/ Partnership Registration Certificate
2.	The Bidder should have an average of Rs. 100 Crores turnover minimum in IT Consultancy during the preceding three financial years (2016-17,2017-18,2018-19).	Copy of the audited profit and loss account/ balance sheet/ annual report of the last financial year or certificate from current statutory auditor
3.	The Bidder should have provided consultancy for vendor selection through open tendering for procurement of IT infrastructure including project management, implementation and support in any BFSI/PSU Organization in India during the preceding financial years.	Copy of Contract agreements/ Work Orders/ engagement letters / credential letters issued by the clients confirming year associated with them and Area of activity (References - Min : 2,Max : 5)
4.	The bid must be signed by a person with the proper authority to bind the bidder as a 'Constituted attorney of the bidder'.	Power-of-attorney/ Authorization letter
5.	The bidder should undertake to provide a project office in Chennai during the tenure of the contract and for extended period, as need be.	Self-Declaration by authorized signatory on bidder's letter head with seal and signature.
6.	The Bidder should not be blacklisted by any Government or PSU enterprise in India as on the date of submission of Bid.	Self-Declaration by authorized signatory on bidder' letter head as per Annexure XI

3. Scope of Work

United India Insurance Company Limited (UIIC) intends to engage Advisory Services for Hardware Refresh. The period of contract shall be for four months from the date of Purchase Order, which may be extended, if necessary, for a further period as mutually agreed.

The following is the list of activities in respect of which advisory services are required:

1. Preparation of sizing estimates of hardware (Servers, Storage etc.) Based on existing infrastructure with an extrapolation for three year business growth projection.



2. Assessment of hardware (Servers, Storage etc.) requirement based on the estimates as mentioned in Point No. 1 Section 3,
3. Preparation of well researched RFP, attending technical presentations, pre bid queries handling/replies,
4. Evaluation of eligibility criteria and technical bids as well as submission of relevant reports/recommendations for the same.

The Bidder shall deploy qualified, adequate and experienced resource, as UIIC may deem fit, in respect of the project till its completion to the full satisfaction of UIIC. The Bidder shall deploy resources with professional knowledge of the project.

The Bidder will assist UIIC in selecting the system integrator/ implementing vendor, *inter-alia*, as per CVC guidelines. The creation of the RFP will be preceded by an extensive requirement gathering exercise aimed at effectively and precisely defining the scope of work of the System Integrator/ implementing vendor resulting in the creation of a tender document.

Instructions / Guidelines to Bidders

4.1 Tender Document

4.1.1 Content of the Tender document

The bidder is expected to examine all instructions, terms, forms, and specifications in this document and any addendum or corrigendum issued thereafter in addition to this RFP. Failure to furnish all information required by the tender document or incomplete submission or submission of a bid not substantially responsive to the tender document in every respect will be at the bidder's sole risk and shall result in the rejection of the bid. The UIIC shall be entitled to consider or decide whether the submission is proper and / or complete and the decision of UIIC in this regard shall be final and binding.

4.1.2 Clarification of Tender document

All queries/ requests for clarification from bidders must reach us by e-mail (rfp.itconsultancy@uiic.co.in) as per timeline given in [section 2.4 Schedule of Events](#). Format for the queries / clarification is provided in "[Annexure IV - Queries Format](#)". No clarification or queries will be responded if made or if information is sought in any other format and / or manner.

The Representatives of Bidders attending the pre-bid meeting must have proper authority letter issued in their name to attend the same and must have purchased the Tender document and shall produce the proof of purchase if sought for.

Any modification to the Bidding Documents, which may become necessary as a result of the pre-bid meeting, shall be made by the Company exclusively through the issuance of an Addendum/Corrigendum/Notice that would be uploaded on the Company Website (<https://uiic.co.in/tender>) Bidders are required to check for update

from time to time and any delay or failure to do so shall be at their risk, for which UIIC shall not be responsible in any manner whatsoever.

UIIC may, if deemed necessary, seek clarifications on any aspect from the bidder. However, that would not entitle the bidder to change or cause any change in the substance of the bid submitted. UIIC may, if it so desires, ask the bidder to give presentation, inter-alia, for the purpose of clarification of the tender. All expenses for this purpose, as also for the preparation of documents and other meetings, will be borne by the bidders. Any information/ clarification sought from the bidder will not entitle the bidder to claim themselves as the successful bidder and the decision of UIIC in this regard will be final.

4.1.3 Amendment of Tender document

At any time prior to the deadline for submission of Proposal, UIIC may, for any reason, either at its own initiative or in response to a clarification requested by a prospective bidder or otherwise, modify the tender document by amendment(s)/ addendum(s)/ corrigendum(s). The amendment, addendum or corrigendum, if any, will be published on our company website.

Without prejudice to its other rights, UIIC may, at its discretion, extend the last date for the receipt of bids, if it deems fit to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids.

4.2 Bid Preparation

4.2.1 Language of Bids

The bids and the documents annexed thereto must be in English only.

4.2.2 Documents comprising the bid

The bid prepared by the Bidder shall comprise of the following:

Eligibility Bid Documents

1. A letter on the bidder's letter-head:
 - a. Describing the pointwise confirmation in respect of the eligibility criteria enumerated in [Section 2.5 Eligibility Criteria](#).
2. The present corporate profile of the bidder (printed corporate brochure is preferred).
3. The profile of the bidder (template given in [Annexure V – Bidder Profile](#))
4. A non-refundable tender document fee of **₹2,500/- (Rupees Two Thousand and five hundred Only)** shall be remitted through electronic credit only before pre-bid meeting date and time as mentioned in [Section 2.4](#).
5. The Earnest Money Deposit of **Rs.2,00,000/- (Rupees Two lakhs only)** either through Electronic Credit or in the form of a bank guarantee issued by a Nationalized / Scheduled Bank, in proforma provided at [Annexure-VIII – Earnest](#)



[Money Deposit Form \(EMD\)](#) in the tender documents and should be valid for 90 days from the last date of submission of bid prescribed by UIIC.

6. The references of bidder's clients. Also provide the name, designation, and contact details of a contact person for each reference. ([Annexure VII](#))
7. Power-of-attorney/ Authorization letter granting the person signing the bid the right to bind the bidder as the 'Constituted attorney of the company'.
8. Bidder shall submit PAN number, GST Registration number along with a copy of the same.
9. Statement of NIL Deviation as per [Annexure-I](#)
10. NDA as per [Annexure- X](#)
11. No Blacklisting Declaration as per [Annexure - XI](#)

4.2.3 Bidder's Qualification

The "Bidder" as used in the tender documents shall mean the one who has signed the response to the RFP in tender form. All certificates and documents received hereby, shall as far as possible, be furnished by the representative of the bidder who is a duly Authorized Signatory in terms of Power of Attorney/ Authorization letter and the same shall be binding on the Bidder.

4.2.4 Bid Submission

- The Tender offer should be submitted in a sealed cover super scribed "**Proposal for Advisory services for Hardware Refresh at Data Centre and Disaster Recovery Centre**" which in turn should contain 2 sealed envelopes (Cover A, B) as follows:
- **COVER 'A'** Super scribed as "Offer for **Advisory services for Hardware Refresh at Data Centre and Disaster Recovery Centre – Technical Bid**" and should contain documents as mentioned in checklist as per [Annexure XIV](#)
- **COVER 'B'** Super scribed as "Offer for **Advisory services for Hardware Refresh at Data Centre and Disaster Recovery Centre - Commercial Bid**" and should contain
 1. **COMMERCIAL BID ONLY** as per [Annexure XII](#).

4.2.5 TENDER OFFER

- The Tender Offer as indicated above should be addressed to :

**The Chief Manager,
United India Insurance Co. Ltd.
Head Office, NALANDA,
I.T. Department,
19,4th Lane
Uthamar Gandhi Salai,
(Nungambakkam High Road)
Chennai – 600034**



and shall be submitted at Information Technology Department, 2nd Floor, United India Insurance Co. Ltd., Head Office, NALANDA, # 19, 4th Lane, Uthamar Gandhi Salai, (Nungambakkam High Road), Chennai – 600034 on or before the due date specified in RFP. 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 12.00 PM.

Cover A would be opened by the committee constituted by the company in the presence of the bidders who are present at United India Insurance Co. Ltd., Head Office, NALANDA#, 19,4th Lane, Uthamar Gandhi Salai, (Nungambakkam High Road), Chennai – 600034 as specified in [Section 2.4](#)

The commercial bids **Cover B** of qualified bidders would be opened by the Committee constituted by the Company in the presence of bidders who are present at United India Insurance Co. Ltd., Head Office, NALANDA#, 19,4th Lane, Uthamar Gandhi Salai, (Nungambakkam High Road), Chennai – 600034. The date of opening of Cover B will be communicated to the qualified bidders at a later date.

4.2.6 Tender Fee (Non – Refundable)

A non-refundable tender document fee of **₹2,500/- (Rupees Two Thousand and five hundred Only)** shall be remitted through electronic credit only before pre-bid meeting date and time as prescribed in [Section 2.4](#) to our bank account mentioned below:

Beneficiary Name	United India Insurance Company Ltd.
IFSC Code	INDB0000007
Account No.	200999095210000100ITTender
Bank details	IndusInd Bank

4.2.7 EARNEST MONEY DEPOSIT (EMD)

The bidder shall furnish, as part of his bid, an EMD in the form of Electronic Credit/ bank guarantee of Rupees two Lakhs only which should be valid for 90 days from the last date of submission of Bid.

Electronic Credit by NEFT/RTGS

EMD shall be electronically credited to our Bank Account as given below:

Beneficiary Name	United India Insurance Company Ltd.
IFSC Code	INDB0000007
Account No.	200999095210000100ITTender
Bank details	IndusInd Bank



OR
Bank Guarantee (BG)

Bank Guarantee (BG) should be drawn on Nationalized / Scheduled bank in favor of 'United India Insurance Company Limited'. Non- submission of BG along with Eligibility-Bid document will result in disqualification of the Bidder.

- i. For the Bidders who do not qualify in this tender, EMD (Bank Guarantee/Electronic Credit) will be returned after the selection of successful Bidder. UIIC will not pay any Interest for the same.
- ii. The successful bidder's EMD will be returned upon the bidder signing the contract, pursuant to [Section 4.3.2](#) and furnishing the performance security, pursuant to [Section 4.3.3](#). UIIC will not pay any Interest for the same.

4.2.8 FORFEITURE OF EMD

The EMD made by the bidder will be forfeited if:

- 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 terms and conditions of this tender specification.
- The successful bidder fails to furnish the required Performance Security within 10 days from the date of receipt of LOA (Letter of Acceptance)

4.2.9. REFUND OF EMD

- EMD will be refunded to the successful bidder, upon the submission of the Bank Guarantee equivalent to 10% of the total contract value.
- In case of unsuccessful bidders, the EMD will be refunded to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.

4.2.10 Period of validity of Bids

Bids shall remain valid for 90 days from the last date of submission of bids prescribed by UIIC. A bid valid for a shorter period may be rejected by UIIC as non-responsive.

4.2.11 Terms and conditions of Tendering Firms

Participation in this tender will mean that the Bidder has fully accepted all terms and conditions and clauses of this tender and subsequent modifications to this tender/ corrigendum, if any.



4.2.12 Local Conditions

It will be imperative on each bidder to fully acquaint with the local conditions and factors, which would have any effect on the performance of the contract and / or the cost.

4.2.13 Proposal Ownership

The proposal and all supporting documentation submitted by the bidder shall become the property of the UIIC.

4.2.14 Last date of Receipt of Bids

Bids must be received by UIIC at the address specified under [section 2.4](#) not later than the time and date specified in [section 2.4](#). In the event of the specified date for the receipt of bids being declared a holiday for UIIC, the bids will be received till the appointed time on the next working day.

UIIC may, at their discretion, extend the last date for the receipt of bids by amending the tender document in accordance with [section 4.1.3 or through an addendum or corrigendum, if any](#), in which case all rights and obligation of UIIC and bidders previously subject to the last date will thereafter be subject to the last date as extended.

4.2.15 Late Bids

Any bid received by UIIC after the last date and time for receipt of bids prescribed by UIIC ([refer Section 2.4](#)) for whatsoever reason will be rejected and /or returned unopened to the bidder.

4.3 Evaluation of Bids

UIIC will scrutinize the Bids received to determine whether they are complete in all respect as per the requirement of RFP, whether the documents have been properly signed and whether items or scope are offered as per RFP requirement, whether documentation as required for evaluation of the offer has been submitted. UIIC may, at its discretion, waive any minor non-conformity or any minor irregularity in the bid which does not constitute a material deviation. UIIC decision with regard to 'minor non-conformity' is final and the waiver shall be binding on all the bidders and UIIC reserve the right for such waivers.

Eligible bidders must submit their Eligibility cum Technical Bid as well as commercial bid as described in the RFP. The evaluation shall be based on Eligibility Cum Technical Bid as well as commercial bid.

UIIC reserves the right to reject any and/or all proposals submitted without assigning any reason. UIIC reserves the right to seek clarification of any information contained in a proposal submitted and/ or to hold discussions, but is not obligated to do so.



A bid determined as not substantially responsive will be rejected by UIIC and may not subsequently be made responsive by the bidder by correction.

4.3.1 UIIC's Right to accept any bid/ reject any or all bids

UIIC reserves the right to accept any bid, and to cancel/annul the tender process and reject all bids at any time prior to award of contract, without thereby incurring any liability of whatsoever nature towards the affected bidder or bidders or anybody else, or any obligation to inform the affected bidder or bidders of the grounds for UIIC's action.

4.3.2 Signing of Contract

At the same time as UIIC notifies the bidder that the bid has been accepted, UIIC will send the bidder the contract form as per [Annexure-II](#) provided in the tender document, incorporating all agreements between the parties.

On receipt of the contract form, the bidder shall sign and date the contract form, and return it to UIIC on a mutually decided date.

4.3.3 Performance Security

Within 10 days of the receipt of Notification of Selection from UIIC, the bidder shall furnish an amount equivalent to 10 % of contract value in the form of irrevocable Bank Guarantee issued by Nationalised/Scheduled Bank towards performance security in accordance with the conditions of contract, as per proforma prescribed in [Annexure III](#) .

Failure of the bidder to comply with the requirement of [section 4.3.3](#) shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

4.4 General Conditions

- a). Should the need arise UIIC reserves the right to vary the schedule of events mentioned in [section 2.4](#) at its absolute and sole discretion. The same will be published in the website of UIIC.
- b). From the date of RFP issue through the date the contract is executed, communication with any UIIC personnel or members regarding this RFP and the corresponding procurement other than UIIC designated contact person listed in the RFP instructions is prohibited. Failure to follow this provision may be grounds for disqualification from proposal consideration.
- c). Any costs incurred in responding to this request for proposal shall not be reimbursed.
- d). UIIC may, at its discretion, waive any minor non-conformity or any minor irregularity in an offer. This shall be binding on all Bidders and UIIC reserves the right for such waivers.
- e). UIIC reserves the right to scrap the tender at any stage without assigning any reason.



- f). If at any stage of assigned work, it is observed that offered services do not meet UIIC's requirement and/or fail to provide requisite performance and required reports due to any reason not attributable to the UIIC, the bidder shall have to take suitable measures without any additional cost to the UIIC.
- g). UIIC reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this RFP, if it is in the best interests of UIIC.
- h). Unless otherwise deleted or modified by mutual agreement between UIIC and the successful Bidder, all terms, conditions and provisions contained in the RFP shall be incorporated into the contract by default.
- i). As per norms, selected consultancy firm, cannot, directly or indirectly, participate as bidder in those bids where they are intending to participate as System Integrator/ Vendor.
- j). While the liability of Bidder to UIIC shall be governed as per the Contract, the limitation of liability, if prescribed therein, shall not apply to liability arising as a result of Bidder's fraud or willful misconduct in performance of the services hereunder.
- k). The price quoted shall be exclusive of taxes. The taxes as shown in the invoice shall be paid at the time of effecting payment against each milestone/activity.
- l). 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
- m). 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).
- n). 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.
- o). 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.

4.4.1 Payment Terms

The contract value shall be paid in the following manner after the completion of each activity. There shall not be any advance payment.

Sno.	Description	Percentage Of Payment of contract value
1.	Sizing of Hardware, preparation and submission of Tender Document.	40
2.	Preparation and submission of Pre bid query replies	20
3.	Evaluation of eligibility criteria, technical bid and submission of report/recommendation	40



4.4.2 Penalty

It is expected that the bidder shall complete various milestones as per the time frame given below:

S No.	Milestone	Timeframe
1.	Sizing of Hardware, preparation and submission of Tender Document.	Within 30 days of purchase order
2.	Preparation and submission of Pre bid query replies	Within 60 days of purchase order
3.	Evaluation of eligibility criteria, technical bid and submission of report/recommendation	Within 90 days of purchase order

In case the bidder delays any of the above mentioned milestones, the penalty at the following rate shall be levied and recovered from the respective milestone payment

- i. 1% of the milestone payment for the first week of delay;
- ii. 2% of the milestone payment for the second week delay;
- iii. 3% of the milestone payment for the third week delay

For the purpose of this clause, part of the week is considered as a full week. In case the delay is caused by the bidder, the contract period shall get extended by such period of delay without any additional cost to UIIC.

5. Terms and Conditions

5.1 Applicability

These general conditions shall apply to the extent that they are not superseded by provisions in other parts of the contract.

5.2 Publicity

Any publicity by the bidder 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.

5.3 Royalties and Patents

Bidder shall fully assume responsibility for, indemnify UIIC against and hold UIIC and its employees and representatives fully harmless from any claim that the Services infringe a copyright, patent, trademark or other intellectual property right of any third party.



5.4 Currency of Payments

Payment shall be made in Indian Rupees (INR) only.

5.5 Change Orders

UIIC may at any time, by a written order given to the bidder, may make changes within the general scope of the contract in the service to be provided by the bidder.

5.6 Contract Amendment

No variation in or modification of the terms of the contract shall be made except by written amendment signed by both the parties.

5.7 Assignment/ Sub Contract

The successful bidder will not, without the written consent of UIIC, make any assignment or sub-contract for the provision of any services covered under the contract.

5.8 Termination

UIIC shall be entitled to terminate the agreement/purchase order with the Bidder at any time giving 30 days' prior written notice to the Bidder if the Bidder breaches its obligations under the tender document or the subsequent agreement/purchase order and if the breach is not cured within 15 days from the date of notice.

5.9 Insolvency

UIIC may terminate the contract by giving written notice to the bidder without compensation, if the bidder becomes bankrupt or otherwise insolvent or a proceeding to that effect has / is being initiated, 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.

5.10 Termination for Convenience

UIIC may by written notice sent to the bidder, terminate the contract, in whole or in part at any time of its convenience by giving 15 days prior written notice. The notice of termination shall specify that termination is for UIIC's convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

In such termination UIIC shall pay to the bidder an amount apportionable for partially completed services by the bidder, provided the same is rendered as per the agreed terms and to the satisfaction of UIIC.



5.11 Force Majeure

- a. 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.
- b. 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.
- c. 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.
- d. 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 or if the parties foresee that the duration of delay would continue for a period of three months or more, the parties shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding the above, the decision of UIIC shall be final and binding on the Bidder.

5.12 Arbitration

UIIC and the bidder shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute, arising between them under or in connection with the contract.

If, after thirty (30) days from the commencement of such informal negotiations, UIIC and the bidder have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism specified below.

In the case of a dispute or difference arising between UIIC and the bidder relating to any matter arising out of or connected with this contract, such dispute or difference shall be referred to the award of two arbitrators, one arbitrator to be nominated by UIIC and the other to be nominated by the bidder and such nominated arbitrators to appoint the Third Arbitrator who shall be the Presiding Arbitrator for the Arbitral Tribunal. The award of the Arbitral Tribunal shall be final and binding on the parties.

The Indian Arbitration and Conciliation Act, 1996, the rules there under and any statutory modification or re- enactments thereof, shall apply to the arbitration proceedings. The venue of arbitration shall be within the original jurisdiction of Madras High Court.



5.13 Applicable Law

The contract shall be interpreted in accordance with the Indian Laws for the time being enforced and will be subject to the exclusive jurisdiction of Courts at Chennai (with the exclusion of all other Courts)

5.14 Notices

Any notice by one party to the other pursuant to the contract shall be sent in writing or e-mail and confirmed in writing to the address specified for that purpose in the contract. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

5.15 Confidentiality

Bidder understands and agrees that all materials and information marked and identified by UIIC as 'Confidential' are valuable assets of UIIC and are to be considered UIIC's proprietary information and property. Bidder will treat all confidential materials and information provided by UIIC with the highest degree of care necessary to ensure that unauthorized disclosure does not occur. Bidder will not use or disclose any materials or information provided by UIIC without UIIC's prior written approval.

Bidder shall not be liable for disclosure or use of any materials or information provided by UIIC or developed by Bidder which is:

- i. possessed by Bidder prior to receipt from UIIC, other than through prior disclosure by UIIC, as documented by Bidder's written records;
- ii. published or available to the general public otherwise than through a breach of Confidentiality; or
- iii. obtained by Bidder from a third party with a valid right to make such disclosure, provided that said third party is not under a confidentiality obligation to UIIC; or
- iv. Developed independently by the bidder.

In the event that Bidder is required by judicial or administrative process to disclose any information or materials required to be held confidential hereunder, Bidder shall promptly notify UIIC and allow UIIC a reasonable time to oppose such process before making disclosure.

Bidder understands and agrees that any use or dissemination of information in violation of this Confidentiality Clause will cause UIIC irreparable harm, may leave UIIC with no adequate remedy at law and UIIC is also entitled to seek to injunctive relief.

UIIC does not wish to receive the Confidential Information of Bidder, and Bidder agrees that it will first provide or disclose information, which is not confidential. Only to the extent that UIIC requests Confidential Information from Bidder will Bidder furnish or disclose Confidential Information.

Nothing herein shall be construed as granting to either party any right or license under



any copyrights, inventions, or patents now or hereafter owned or controlled by the other party.

The requirements of use and confidentiality set forth herein shall survive the expiration, termination or cancellation of this tender.

Nothing contained in this contract shall limit the bidder from providing similar services to any third parties or reusing the skills, know-how, and experience gained by the employees in providing the services contemplated under this contract.

5.16 Tools and Equipment

The bidder shall provide all necessary tools and equipment required for the Consultancy and related services.

5.17 Supervision

The bidder shall ensure that all activities are carried out under the direct supervision of qualified / certified personnel.

5.18 Cancellation of the contract & compensation

The UIIC reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by the UIIC in the following circumstances:

- a. The selected bidder commits a breach of any of the terms and conditions of the bid.
- b. The selected bidder goes in to liquidation voluntarily or otherwise.
- c. The progress made by the selected bidder is found to be unsatisfactory

The Company reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and security deposit, if any, under this contract or any other contract/order.

5.19 Rejection of All Proposals, and re-invitation

UIIC will have the right to reject all proposals. However, such rejections should be well considered and normally be in cases where all the bids are substantially in deviation to the Requirement. If it is decided to reinvoke the bids, the terms of reference should be critically reviewed/modified so as to address the reasons of not getting any acceptable bid in the earlier Invitation for Bids. The decision of UIIC in this regard shall be final.

5.20 Professional Liability

The consultant is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession. The consultant will cooperate fully with any legitimately provided / constituted investigative body, conducting inquiry into processing or execution of the consultancy contract / any other matter related with discharge of contractual obligation.



5.21 Conflict of Interest

- a. The consultant shall avoid any conflict of interest while discharging contractual obligations and bring, before-hand, any possible instance of conflict of interest to the knowledge of UIIC, while rendering any advice or service.
- b. The consultant will keep in view transparency, competitiveness, economy, efficiency and equal opportunity to all prospective tenderers / bidders, while rendering any advice / service to UIIC, in regard with matters related to selection of technology and determination of design and specifications of the subject matter, bid eligibility criteria and bid evaluation criteria, mode of tendering, tender notification, etc.
- c. The consultant shall provide professional, objective and impartial advice and at all times hold UIIC's interest paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignment and their interests.
- d. The consultant will ensure adequate accountability, suitable tender terms and conditions for apportioning accountability. Also, there should be suitable provisions to enforce such accountability, in case of improper discharge of contractual obligations / deviant conduct by/ of any of the parties to the contract.
- e. The consultant must act, at all times, in the interest of UIIC and render any advice/ service with professional integrity. A consultant is expected to undertake an assignment/ project, only in areas of its expertise and where it has capability to deliver efficient and effective advice / services to UIIC.

5.22 Indemnification

- a. The bidder shall, at its own expense, defend and indemnify UIIC against any third party claims in respect of any damages or compensation payable in consequence of any accident or injury sustained or suffered by its (bidder's) employees or agents, or by any other third party resulting from or by any negligence and / or default by or on behalf of the bidder and against any and all claims by the employees, workmen, contractors, sub contractors, suppliers, agent(s), employed, engaged or otherwise working for the bidder, in respect of any and all of the claims under the labor laws including wages, salaries, remuneration, compensation or like.
- b. The Bidder shall indemnify ,protect and save UIIC and hold UIIC fully 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 negligence and/or default of the Bidder ,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 bidder



- III. Use of the deliverables and or services provided by the Bidder
 - IV. Infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project.
- c. The Bidder shall further indemnify UIIC against any proven loss or damage to UIIC's premises or property etc. due to the negligence and/or default of the Bidder's employees or representatives to the extent it can be clearly established that such employees or representatives acted under the express direction of the Bidder
 - d. The Bidder shall further fully 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. It is clarified that the Bidder shall in no event enter into a settlement ,compromise or make any statement (including failure to take appropriate steps) that may be detrimental to UIIC's (and/or its customers, users and service providers)rights, interest and reputation.

5.23 Limitation of Liability

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



Annexure I: Undertaking for NIL Deviations

(To be submitted on Company Letter pad)

To
The Chief Manager
Information Technology Department
United India Insurance Company Limited,
2nd Floor, NALANDA,
No.19, IV Lane, Nungambakkam High Road,
Chennai- 600034

Subject: Undertaking for Nil Deviations for Tender Ref. No. UIIC: HO: ITD: RFP:485 :2019-20 “RFP for Advisory Services for Tender Process”

Dear Sir/Madam,

There are no deviations (nil deviations) from the terms and conditions of the tender. All the terms and conditions of the tender are acceptable to us. We also hereby declare and confirm that, even if there are any modifications to the terms and conditions in spite of this undertaking, the same shall not have any effect or force against UIIC and UIIC may consider such modification or deviations as *non-est*.

Date:

Place:

Signature of Authorised Signatory:

Name of the Authorised Signatory:

Designation:

Name of the Organisation:

Seal:



Annexure II: Contract Form

THIS AGREEMENT made on this _____ day of _____ between United India Insurance Company Limited (hereinafter “the Purchaser”) of one part and “Name of Service Provider” (hereinafter “the Service Provider”) of the other part:

WHEREAS the Purchaser is desirous that certain Consultancy services would be provided by the Service Provider at a price quoted in the bid.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract referred to.

The following documents shall be deemed to form and be read and construed as part of this Agreement viz, The Terms and Conditions of Contract as specified in RFP (Tender No.: UIIC: HO: ITD: RFP:485:2019:20), Corrigendum/ Addendum of the RFP & The Purchaser’s Notification of Empanelment.

The Service Provider hereby covenants with the purchaser to provide the services in all respects within the provisions of the contract.

The purchaser hereby covenants to pay the Service Provider in consideration of the provision of the services.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and the year first above written.

a) SIGNED SEALED & DELIVERED BY THE NAMED INSURANCE COMPANY

b) SIGNED SEALED & DELIVERED BY THE WITHIN WITHIN NAMED (BIDDER)

In the presence of
Witnesses:1 _____
Witnesses:2 _____

In the presence of
Witnesses:1 _____
Witnesses:2 _____



Annexure III: Proforma for Bank Guarantee for Contract - Performance Security

To be executed by the selected bidder
(To be executed on a non-judicial stamp paper of Rs.100/-)

To,
United India Insurance Company Limited,
Registered Office: 24, Whites Road,
Chennai - 600014

In consideration of the United India Insurance Company Limited, having its Registered Office at "24, Whites Road, Chennai - 600014, (hereinafter referred to as 'UIIC', which expression shall, unless it be repugnant to the meaning and context thereof, include its successors, authorized agents, representatives and permitted assigns) having entered into an Agreement dated for provision of Advisory services for Tender Process (which agreement is hereinafter referred to as "the said Agreement") with..... (the selected Bidder's name and address) (hereinafter referred to as "the selected Bidder", which expression shall, unless it be repugnant to the meaning and context thereof, include its successors, authorized agents, representatives and permitted assigns) and the selected Bidder, having agreed to provide a guarantee for its performance in the form of an unconditional, irrevocable and continuing Performance Bank Guarantee as per the terms and conditions of the Request for Proposal dated (hereinafter referred to as "the RFP") and the said Agreement, for the due fulfillment by the selected Bidder of the terms and conditions contained in the RFP and the said Agreement,

1. We, _____ (Name of the bank and full address) (hereinafter referred to as "the Bank") at the request of the selected Bidder do hereby undertake to pay to UIIC an amount not exceeding Rs. _____ - (Rupees _____) at any time against any losses, damages, costs, charges and expenses caused to or suffered by UIIC by reason of any reasons attributable to Bidder and / or for any breach committed by the selected Bidder of any of the terms and conditions contained in the RFP and the said Agreement.
2. We, _____ (Name of the bank and full address) do hereby undertake to pay the amounts due and payable under this performance bank guarantee without any delay or demur, merely on a demand from UIIC stating that the amounts claimed is due by way of loss or damage caused to or would be caused to or suffered by UIIC by reason of breach by Selected Bidder of any of the terms and conditions contained in the RFP and the said Agreement or by reason of the Selected Bidder's failure to perform its obligations under the RFP and the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this performance bank guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____/- (Rupees _____ only).
3. We _____ (Name of the bank and full address) undertake to pay to UIIC any money so demanded notwithstanding any dispute or dispute raised by the Selected Bidder in any suit or proceeding pending before any Court or Tribunal relating to the said Agreement or this Performance bank guarantee our liability under this guarantee being absolute and unequivocal.



The Payment so made by us under this performance bank guarantee shall be a valid discharge of our liability for payment hereunder and the Selected Bidder shall have no claim against us for making such payment.

4. We, _____ (Name of the bank and full address) further agree that this performance bank guarantee shall remain in full force and effect during the entire tenure of the said Agreement till 60 days after all the contractual obligations of the Selected Bidder including warranty obligations are completed and all the dues of UIIC under or by virtue of the said Agreement have been fully paid and its claim authorities satisfied or discharged by the said Selected Bidder.

Unless a claim or demand under this performance bank guarantee is made or presented to the Bank within six months from the expiry of this Performance Bank Guarantee, all the rights of UIIC under this guarantee shall cease and the Bank shall be released and discharged from all liability hereunder.

5. We, _____ (Name of the bank and full address) further agree with UIIC that UIIC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance of the Selected Bidder under the said Agreement or from time to time to postpone for any time the powers exercised by UIIC against the Selected Bidder and to forbear or enforce any of the terms and conditions relating to said Agreement and we shall not be relieved from our liability by reason of any variation, or extension being granted by the UIIC to the Selected Bidder or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

6. Any claim which we, _____ (Name of the bank and full address) may have against the Selected Bidder shall be subject and subordinate to the prior payment and performance in full of all our obligations hereunder. The Bank will not, without prior written consent of UIIC, exercise any legal right or remedy of any kind in respect of any such payment or performance so long as the Bank's obligations hereunder remain owing and outstanding, regardless of the insolvency, liquidation or bankruptcy of the Selected Bidder or otherwise howsoever. We, the Bank, will not counter claim or set off against its liabilities to UIIC hereunder any sum outstanding to the credit of UIIC with it

7. This performance bank guarantee will not be discharged due to the change in the continuation of the Bank or the Selected Bidder.

8. We, _____ (Name of the bank and full address) undertake not to revoke this performance bank guarantee during its currency except with the previous consent of UIIC in writing.

9. Notwithstanding anything contained herein:-

1. Our liability under this Performance Bank Guarantee shall not exceed Rs. _____/- (Rupees _____ only).

2. This Performance Bank Guarantee shall be valid upto 60 days after all contractual obligations of the Bidder including warranty obligations are completed

3. We are liable to pay the guaranteed amount or any part thereof under this Performance Bank Guarantee only and only if UIIC serves upon us a written claim or demand within six months from the expiry date of this Performance Bank Guarantee.

10. Our obligation to pay hereunder is as principal debtor and not as surety and it shall not be necessary for UIIC "to proceed against" the Selected Bidder "before proceeding against" the Bank and this Performance Bank Guarantee shall be enforceable against the Bank notwithstanding any other



security which UIIC may have obtained or may obtain from the Selected Bidder at the time when proceedings are taken against the said Bank in any manner whatsoever.

11. This Performance Bank Guarantee shall come into force immediately and shall be valid upto 60 days after all contractual obligations of the Bidder including warranty obligations are completed.

12. We have the power to issue this Performance Bank Guarantee in favor of UIIC and the undersigned who are executing this Performance Bank Guarantee have the necessary power to do so on behalf of the Bank.

Date:day of 2020 for _____ (Name of the bank)

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank

Witnesses:

1.....

2.....



Annexure IV:Pre bid Queries Format

Sr No	Bidder Name	Page No(tender Ref)	Clause(tender Ref)	Description in the tender (tender Ref)	Query
1					
2					

Note: The queries may be communicated only through e-mail to email id rfp.itconsultancy@uiic.co.in. Responses of queries will be uploaded in UIIC website. No queries will be accepted on telephone or through any means other than e-mail. **The queries shall be send in .xls/.xlsx format with above fields only.**



Annexure V: Bidder Profile

- a) Registered Name & Address of The Bidder :
- b) Location of Corporate Head Quarters :
- c) Consultancy facilities location :
- d) Total number of Employees :
- e) Name & Address of Contact Person with Tel. No / Fax /e-mail :
- f) Annual turnover for the three previous financial years (2016-17,2017-18,2018-19) :

NOTE: - Please attach last year's financial results duly certified by the auditors along with an attested copy Certificate of Incorporation.

Signature _____

Name _____

Designation _____

Date _____

(Company Seal)



Annexure VI: List of Bidder's Major Clients

Please attach IT Consultancy completion certificates/citations/notification for each reference provided (References – Min: 2, Max: 5).

S. No.	Client Name	Name, Designation, e-Mail, Address, Telephone Number	Scope of Consultancy	Present Status

Signature _____

Name _____

Designation _____

Date _____

(Company Seal)



Annexure VII: Reference Form for Advisory Services

Refer RFP [Section 2.5](#) (S No. 3) for eligibility criteria.

Please use the following format in submitting references.

Client Details	
Name of Client	
Address	
Reference Contact Person	
Reference Phone	
Reference E-mail address	
Start date of the Project	
Project Completion Date	
Summary of Project	
Project Scope	

Signature _____

Name _____

Designation _____

Date _____

(Company Seal)



Annexure VIII: Earnest Money Deposit (EMD) Form

To
The Chief Manager
Information Technology Department
United India Insurance Company Limited,
2nd Floor, NALANDA, No.19, IV Lane, Nungambakkam High Road,
Chennai- 600034

Subject: Guarantee Number _____ for _____(Amount). EMD for Tender No. UIIC: HO: ITD: RFP:485:2019:20.

Whereas..... (Hereinafter called "the Bidder") has submitted its bid dated..... (Date of submission of bid) for "RFP for Advisory Services for Hardware refresh at Data Centre and Disaster Recovery Centre" (hereinafter called "the Bid"), we..... (Name of company), having our registered office at..... (Address of bank) (Hereinafter called "the Bank"), are bound unto United India Insurance Co. Ltd (hereinafter called "the Purchaser") in the sum of Rs.----- (Rupees -- only) for which payment well and truly to be made to the said Purchaser, the Company binds itself, its successors, and assigns by these presents.

THE CONDITIONS of this obligation are:

- If the Bidder withdraws his offer after issuance of letter of acceptance by UIIC;
- If the Bidder withdraws his offer before the expiry of the validity period of the tender
- If the Bidder violates any of the provisions of the terms and conditions of this tender specification.
- If a Bidder who has signed the agreement and furnished Security Deposit backs out of his tender bid.
- If a Bidder, having received the letter of acceptance issued by UIIC, fails to furnish the bank guarantee and sign the agreement within the 10 days from the letter of acceptance.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of all/any of the above conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including ninety (90) days from the last date of tender submission, and any demand in respect thereof should reach the Company not later than the above date. Notwithstanding anything contained herein:

1. Our liability under this bid security shall not exceed Rs.-----
2. This Bank guarantee will be valid up to..... (Date);
3. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before (Date).

In witness whereof the Bank, through the authorized officer has set its hand and stamp on this.....day ofat

(Signature of the Bank)



NOTE:

1. Bidder should ensure that the seal and CODE No. of the authorized signatory is put by the bankers, before submission of the bank guarantee.
2. Bank guarantee issued by banks located in India shall be on a Non-Judicial Stamp Paper of appropriate value
3. Bid security should be INR only
4. Presence of restrictive clauses in the Bid Security Form such as suit filed clause/ requiring the Purchaser to initiate action to enforce the claim etc., will render the Bid nonresponsive.

Unsuccessful bidders' bid security will be discharged or returned after the expiration of the period of bid validity prescribed by the Company.

The successful bidder's bid security will be discharged upon the bidders signing the contract and furnishing the performance security.



Annexure IX: Office location/s and service infrastructure facilities in India

Details of the Centre(s) operated by the Bidder in India						
S No.	Address	Contact Person	Telephone Number(s)	E-mail address	Working hours	Remarks

Signature _____

Designation _____

Name _____

Date _____

(Company Seal)



Annexure X – Non-disclosure Agreement Format

This confidentiality and non-disclosure agreement is made on the.....day of....., 20..... BETWEEN (Bidder), (hereinafter to be referred to as “-----”) which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns a company incorporated under the Companies Act, 1956 and having its principal office at(address).

AND **UNITED INDIA INSURANCE COMPANY LIMITED** (hereinafter to be called “**UIIC**”) which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns having its Registered Office at 24, Whites Road, Chennai - 600014 on the following terms and conditions:

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

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

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

1. DEFINITIONS

(a) CONFIDENTIAL INFORMATION means all the information of the Disclosing Party which is disclosed to the Receiving party pursuant to the business arrangement whether oral or written or through visual observation or in electronic mode and shall include but is not limited to trade secrets, know-how, inventions, techniques, processes, plans, algorithms, software programs, source code, semiconductor designs, schematic designs, business methods, customer lists, contacts, financial information, sales and marketing plans techniques, schematics, designs, contracts, financial information, sales and marketing plans, business plans, clients, client data, business affairs, operations, strategies, inventions, methodologies, technologies, employees, subcontractors, the contents of any and all agreements, subscription lists, customer lists, photo files, advertising materials, contract quotations, charity contracts, documents, passwords, codes, computer programs, tapes, books, records, files and tax returns, data, statistics, facts, figures, numbers, records, professionals employed, correspondence carried out with and received from professionals such as Advocates, Solicitors, Barristers, Attorneys, Chartered Accountants, Company Secretaries, Doctors, Auditors, Surveyors, Loss Assessors, Investigators, Forensic experts, Scientists, Opinions, Reports, all matters coming within the purview of Privileged Communications as contemplated under Indian Evidence Act, 1872, legal notices sent and received, Claim files, Insurance policies, their rates, advantages, terms, conditions, exclusions,



charges, correspondence from and with clients/ customers or their representatives,, Proposal Forms, Claim-forms, Complaints, Suits, testimonies, matters related to any enquiry, claim-notes, defenses taken before a Court of Law, Judicial For a, Quasi-judicial bodies, or any Authority, Commission, pricing, service proposals, methods of operations, procedures, products and/ or services and business information of the Disclosing Party. The above definition of Confidential Information applies to both parties equally; however in addition, without limitation, where the Disclosing Party is the UIIC, no information that is exempted from disclosure under section 8 or any other provision of Right to Information Act, 2005 shall at any time be disclosed by the Receiving Party to any third party.

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

2. COVENANT NOT TO DISCLOSE

The Receiving Party will use the Disclosing Party's Confidential Information solely to fulfill its obligations as part of and in furtherance of the actual or potential business relationship with the Disclosing Party. The Receiving Party shall not use the Confidential Information in any way that is directly or indirectly detrimental to the Disclosing Party or its subsidiaries or affiliates, and shall not disclose the Confidential Information to any unauthorized third party. The Receiving Party shall not disclose any Confidential Information to any person

except to its employees, authorized agents, consultants and contractors on a need to know basis, who have prior to the disclosure of or access to any such Confidential Information agreed in writing to receive it under terms at least as restrictive as those specified in this Agreement.

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

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

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



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

- (a) the Confidential Information of the Disclosing Party is, or properly became, at the time of disclosure, part of the public domain, by publication or otherwise, except by breach of the provisions of this Agreement; or
- (b) was rightfully acquired by the Receiving Party or its Representatives prior to disclosure by the Disclosing Party;
- (c) was independently developed by Receiving Party or its Representatives without reference to the Confidential Information; or
- (d) the Confidential Information of the Disclosing Party is required to be disclosed by a Government agency, is the subject of a subpoena or other legal or demand for disclosure; provided, however, that the receiving party has given the disclosing party prompt written notice of such demand for disclosure and the receiving party reasonably cooperates with the disclosing party's efforts to secure an appropriate protective order prior to such disclosure.
- (e) is disclosed with the prior consent of or was duly authorized in writing by the disclosing party.

3. RETURN OF THE MATERIALS

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

4. OWNERSHIP OF CONFIDENTIAL INFORMATION

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

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

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

5. REMEDIES FOR BREACH OF CONFIDENTIALITY

- 1. The Receiving Party agrees and acknowledges that Confidential Information is owned solely by the disclosing party (or its licensors) and that any unauthorized disclosure of any Confidential



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

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

6. TERM

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

7. GOVERNING LAW & JURISDICTION

This Agreement shall be governed by and construed with solely in accordance with the laws of India in every particular, including formation and interpretation without regard to its conflicts of law provisions. Any proceedings arising out of or in connection with this Agreement shall be brought only before the Courts of competent jurisdiction in Chennai.

8. ENTIRE AGREEMENT

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

9. WAIVER

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



10. SEVERABILITY

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

11. NOTICES

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

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

a) SIGNED SEALED & DELIVERED BY THE NAMED INSURANCE COMPANY

b) SIGNED SEALED & DELIVERED BY THE WITHIN WITHIN NAMED (BIDDER)

In the presence of
Witnesses:1 _____
Witnesses:2 _____

In the presence of
Witnesses:1 _____
Witnesses:2 _____



Annexure XI: No Blacklisting Declaration

(To be submitted on Company Letter pad)

To
The Chief Manager
Information Technology Department
United India Insurance Company Limited,
2nd Floor, NALANDA",
No.19, IV Lane, Nungambakkam High Road,
Chennai- 600034

Subject: Submission of No Black Listing Self-Declaration for Tender Ref. No. UIIC: HO: ITD: RFP:485:2019:20 "Request for Proposal (RFP) for Advisory Services for Hardware Refresh at Data Centre and Disaster Recovery Centre "

Dear Sir/Madam

We do hereby declare and affirm that we have not been blacklisted by Central / any State Government / PSU's or any regulatory bodies as on the date of bid submission.

Date:
Place:

Signature of Authorised Signatory:

Name of the Authorised Signatory:

Designation:

Name of the Organisation:

Seal:



(To be submitted on bidder's official letter head)

ANNEXURE XII - COMMERCIAL BID FORMAT [ALL AMOUNTS SHOULD BE IN INR]

[To be included in Cover 'B'- Commercial Bid]

The price quoted shall be exclusive of taxes. The taxes as shown in the invoice shall be paid at the time of effecting payment against each milestone.

S No.	Description/Milestone	Price
1.	Sizing of Hardware, preparation and submission of Tender Document.	
2.	Preparation and submission of Pre bid query replies	
3.	Evaluation of eligibility criteria, technical bid and submission of report/recommendation	
	Total Cost	

Date:

(Company Seal)

(Authorized Signatory of Bidder)



Annexure XIII: Eligibility Criteria Compliance

S.N.	Pre-Qualification Criteria	Documents Required	Complied (Yes/No)
1.	The bidder should be a Company / Partnership Firm/LLP having its registered office in India and should have been in continuous operation for the last five years.	Copy of Certificate of Incorporation/Partnership Deed/ Partnership Registration Certificate	
2.	The Bidder should have an average of Rs. 100 Crores turnover minimum in IT Consultancy during the preceding three financial years (2016-17,2017-18,2018-19).	Copy of the audited profit and loss account/ balance sheet/ annual report of the last financial year or certificate from current statutory auditor	
3.	The Bidder should have provided consultancy for vendor selection through open tendering for procurement of IT infrastructure including project management, implementation and support in any BFSI/PSU Organization in India during the preceding financial years.	Copy of Contract agreements/ Work Orders/ engagement letters / credential letters issued by the clients confirming year associated with them and Area of activity (References - Min : 2,Max : 5)	
4.	The bid must be signed by a person with the proper authority to bind the bidder as a 'Constituted attorney of the bidder'.	Power-of-attorney/ Authorization letter	
5.	The bidder should undertake to provide a project office in Chennai during the tenure of the contract and for extended period, as need be.	Self-Declaration by authorized signatory on bidder's letter head with seal and signature.	
6.	The Bidder should not be blacklisted by any Government or PSU enterprise in India as on the date of submission of Bid.	Self-Declaration by authorized signatory on bidder' letter head as per Annexure XI	



Annexure XIV: Checklist for documents

S.No.	Checklist documents (along with supporting as per the applicable Annexure)	
1.	A letter on the bidder's letter-head: <ul style="list-style-type: none"> a. Describing the pointwise confirmation in respect of the eligibility criteria enumerated in Section 2.5 Eligibility Criteria. b. Certifying that the period of validity of bids is 90 days from the last date of submission of bid. 	Cover A
2.	The corporate profile of the bidder (printed corporate brochure is preferred).	Cover A
3.	A non-refundable tender document fee of ₹2,500/- (Rupees Two Thousand and five hundred Only) shall be remitted through electronic credit only before pre-bid meeting date.	Cover A
4.	Power-of-attorney granting the person signing the bid the right to bind the bidder as the 'Constituted attorney of the company'.	Cover A
5.	Copy of PAN number & GST Registration number.	Cover A
6.	Statement of NIL Deviation as per Annexure-I	Cover A
7.	The profile of the bidder (template given in Annexure V – Bidder Profile)	Cover A
8.	Bidder's Major Clients as per Annexure - VI	Cover A
9.	The references of bidder's clients. Also provide the name, designation, and contact details of a contact person for each reference. (Annexure VII)	Cover A
10.	The bid security of Rs.2,00,000/- (Rupees Two lakhs only) either Electronic Credit or in the form of a bank guarantee issued by a Nationalized / Scheduled Bank, in proforma provided at Annexure-VIII – EMD Form in the tender documents and should be valid for 90 days from the last date of submission of bid prescribed by UIIC.	Cover A
11.	Office location/s and service infrastructure facilities in India (Annexure IX).	Cover A
12.	NDA as per Annexure- X	Cover A
13.	No Blacklisting Declaration as per Annexure - XI	Cover A
14.	COMMERCIAL BID FORMAT as per Annexure - XII	Cover B