

# Request for Proposal for selection of Technology Service Provider (TSP) for Supply, Implementation, Customization, Integration and Maintenance of Account Aggregator (AA) Solution for a period of 3 years.



## United India Insurance Company Limited

Information Technology Department

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### **Important Notice**

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Bidders are advised to study this tender document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.

The response to this tender should be full and complete in all respects. Incomplete or partial bids shall be rejected. The Bidder must quote for all the items asked for, in this tender.

The Bidder shall bear all costs associated with the preparation and submission of the bid, including cost of presentation and demonstration for the purposes of clarification of the bid, if so desired by UIIC. UIIC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.



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# 1 GENERAL INFORMATION

## 1.1 About the Company

United India Insurance Company Limited (UIIC) is a leading public sector General Insurance Company transacting General Insurance business in India with Head Office at Chennai, with 30 Regional Offices, 6 Large Corporate and Brokers Cells, 394 Divisional Offices, 613 Branch Offices and 685 Micro 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.

## 1.2 Notice Inviting Bids

United India Insurance Company Limited invites bids from eligible Bidders for “Selection of Technology service provider for onboarding UIIC as financial information user and integrating with licensed Account Aggregators as financial information provider in Account Aggregator Platform”.

## 1.3 Project Objective

United India Insurance Company Limited (UIIC) intends to select “Account Aggregator and Technology service provider to on board UIIC as FIU and FIP as per the RBI guidelines”.

The infrastructure for the applications are hosted at UIIC’s DC and DR sites. Operating system and Databases used includes Windows/Solaris/Linux and Oracle/ MSSQL/ MySQL respectively. Some applications work with plugins and some without plugins.

The proposed solution should be integrated seamlessly with the above mentioned applications in conjunction with its existing user id and password authentication.

The Bidder has to provide, manage and maintain all necessary infrastructure components & services that would be necessary as per the defined requirements of this RFP and subsequent addendums/corrigendum if any. The Bidder has to ensure that the desired objective of UIIC’s infrastructure is fulfilled.

## 1.4 Disclaimer

The information contained in this Request for Proposal (“RFP”) document or information provided subsequently to bidders or applicants whether verbally or in documentary form by or on behalf of Company, is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided. This RFP document is not an agreement and is not an offer or invitation by the company to any parties other than the applicants who are qualified to submit the bids (hereinafter individually and collectively referred to as “Bidder” or “Bidders” respectively). The purpose of this RFP is to provide the Bidders with information to assist them in formulation of their proposals. This RFP does not claim to contain all the information each Bidder requires. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP. The company makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. The information contained in the RFP document is selective and is subject to updating, expansion, revision and amendment. It does not purport to contain all the information that a Bidder require. Company in its absolute discretion, but without being under any obligation to do so, can update, amend or supplement the information in this RFP. Such change will be communicated and it will become part of RFP. The Company reserves the right to reject any or all the proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of the company shall be final, conclusive and binding on all the parties.

## 1.5 Schedule of Events

Sr. no.	Description	
1	Name of the Tender	REQUEST FOR PROPOSAL (RFP) FOR Technology Service Provider and Account Aggregator for period of 3 years.
2	Tender Reference Number	000100/HO IT/RFP/495/2022-2023
3	Tender Release Date	18/11/2022
4	Last date for queries through email	25/11/2022
5	Pre-bid Meeting	30/11/2022
6	Last date for bid submission	07/12/2022
7	Address for submitting of Bids	The bidding process is completely online. Bidders are requested to submit all documents online as detailed in this RFP. For further instructions regarding submission of bids online, the bidders shall visit the e-tender portal ( <a href="https://uiic.enivida.com">https://uiic.enivida.com</a> ) and can also Refer RFP Section 4.
8	Tender Fee (Non-Refundable)	Rs.10,000/-
9	EMD	Rs.2,00,000/-
10	Eligibility Bid Opening	09/12/2022
11	Presentation by bidders	NA
12	Email ID for communication	<a href="mailto:rfpintegration@uiic.co.in">rfpintegration@uiic.co.in</a>

### Note:

- UIIC reserves the exclusive right to make any amendments / changes to or cancel any of the above actions or any other action related to this RFP.
- If any of the above dates is declared a holiday for UIIC, the next working day will be considered. UIIC reserves the right to change the dates mentioned in the RFP.
- This is a non-transferable RFP document.
- A copy of the Tender document is available on the web portal [www.uiic.co.in](http://www.uiic.co.in) under the link 'Tenders'.
- Please note that the Company shall not accept any liability for non-receipt/non-delivery of bid document(s) in time.

## 1.6 Definition of terms used in this document and acronyms

- **“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.
- **“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.
- **“AMC”** means Annual Maintenance Contract.
- **“FIP”** means Financial Information Provider.
- **“FIU”** means Financial Information User.
- **“TSP”** means Technology Service Provider.
- **“AA”** means Account Aggregator.

- “PSB” means Public Sector Banks
- “PSU” means Public Sector Undertaking
- “BFSI” means Banking Financial Services and Insurance
- “RBI” means Reserve Bank of India.
- “ReBIT” means Reserve Bank Information Technology Private Limited.
- “ISO” means International Organization for Standardization.
- “API” means Application Program Interface.
- “ATR” means Acceptance Test Report.
- “ATS” means Annual Technical Support.
- “DC” means Data Centre which is located at Mumbai.
- “DR” means Disaster Recovery Site which is located in Hyderabad.
- “INR” means Indian Rupees.
- “LAN” means Local Area Network.
- “SDK” means Software Development Kit.
- “UAT” means User Acceptance Test
- “DO” means Divisional Office
- “BO” means Branch Office
- “MO” means Micro Office
- “RO” means Regional office
- “HO” means Head office
- “GSTN” means Goods and Service Tax Network
- “TRAI” means Telecom Regulatory Authority of India
- “VAPT” means Vulnerability Assessment and Penetration Testing
- “IS” means Information System
- “RPO” means Recovery Point Objective
- “RTO” means Recovery Time Objective
- “AI/ML” means Artificial Intelligence / Machine Learning
- “TAT” means Turn Around Time
- “CVC” means Central Vigilance Commission
- “IP” means Integrity Pact

### **1.7 Eligibility Criteria**

The bidders must comply with all the mentioned eligibility criteria. Noncompliance of any of the criteria will liable for rejection of the bid. Photocopies of relevant documents/certificates should be submitted as detailed in the “supporting documents required” column in Annexure IV as proof in support of their eligibility in terms of the minimum eligibility criteria. The company reserves the right to verify/evaluate the claims made by the bidder independently and seek clarifications, if required. **Only those interested bidders who satisfy the mentioned eligibility criteria should respond to RFP.**

## 2 SCOPE OF WORK INVOLVED

The scope of work for this project include Selection of Technology Service Provider (TSP) for Supply, Implementation, Customization, Integration and Maintenance of Account Aggregator (AA) and integration of Account Aggregator services; Corresponding Account Aggregator (providing TSP services) as FIP and FIU and onboarding of remaining Account Aggregators as FIP.

### 2.1 Broad scope of work

- Technology service provider should provide solution for onboarding UIIC as financial information user(FIU) and integrating with all licensed Account Aggregators as financial information provider(FIP) in Account aggregator ecosystem.
- The license for the solution to be Enterprise wide perpetual level for all the modules offered without any constraint on number of branches or users for UIIC, if applicable.
- The FIP/FIU module should be able to integrate with various systems like core insurance solution GC CORE, Agent portal, Customer portal, Claim module and underwriting module and other security modules.
- On request of FIU in Account Aggregator ecosystem, the solution should be able to share customers' required information on receipt of customer consent.
- On receipt of customer consent, Solution should enable UIIC to act as FIU, fetch required information provided by other Financial Information Providers and facilitate decryption of data received through the Account Aggregator ecosystem. The decrypted data (financial assets data as defined by RBI / Policy information etc) fetched as part of FIU shall be utilized by UIIC for further data analytics, based on the applicable use cases. The successful bidder shall include all such integration scopes as part of the commercials quoted.
- Enable UIIC to act as FIP and provide required information to other Financial Information Users (FIUs) in Account Aggregator ecosystem on receipt of customer consent.
- Solution should have consent management module which should be able to request customer consent, store the customer consent securely. The consent module shall be available for integration with UIIC various systems (both web (all technologies) / mobile (Android / iOS versions)). Vendor should provide access to the customer consent module to UIIC for regular monitoring and for audit purposes as required by the statutory requirements.
- The proposed Solution should have browser based user friendly and available interface for branches and customers.
- The data in flow should be in encrypted form in compliance with Sahamati / Regulatory / UIIC Information Security requirements from time-to-time.
- The solution should be able to integrate with UIIC delivery channels through APIs.
- API integration with Account Aggregator system should be in accordance to the API specification & Data schema published by ReBIT from time-to-time
- The solution should be able to monitor the API performance/usage. The Solution should support APT throttling, quota, and be able to queue requests in case there is load on UIIC applications (GC CORE, Agent portal, Customer portal, Claim module and underwriting module).
- The solution should comply with updated RBI Directives and other regulatory guidelines. During the contract period any customization required to comply any regulatory guideline will be provided by the bidder without any additional cost.



- The solution provided should provide assured integrity with complete audit trail that can be retrieved and verified at any point in time by the authorized personnel of all actions including the logs pertaining to consent and access information.
- The solution should be able to support integration through data extracts, SDK, SOAP/ REST APIs, XML feeds.
- Detailed MIS reports should be available as per the UIIC requirement.
- The proposed solutions should be compatible with all the Account Aggregators. The successful bidder need to integrate with all licensed Account Aggregators as on RFPdate under the current scope. However, future integration with other aggregators willbe done at integration cost quoted by arriving at pro-rata cost of one aggregator.
- The successful bidder needs to setup DC & DR environment with high availability and secure infrastructure for the solution. DC & DR setup should support high availability in Active Passive mode and should support real time DC – DR replication so that in case of any unforeseen events, the switch over to DR can take place and the application can work seamlessly as before. The proposed system mustbe capable of and compatible for Disaster Recovery Implementation with Recovery Point Objective (RPO) - 0 minutes and Recovery Time Objective (RTO)- 120 minutes.
- Proper Backup policy should be considered in implementation plan.
- The Bidder needs to size the infrastructure (hardware, Operating System, Database,Storage and other related software/hardware) for the proposed solution (for both Production and) the same as part of their technical bid submission.The basic Infrastructure (Server, OS, DB, Storage etc.) will be provided by UIIC.The Bidder is responsible to arrive at the sizing independently based on the performance measures and SLA indicated in the RFP. UIIC is not responsible for any assumption made by the Bidder with respect to the sizing.
- In the event the sizing proposed by the Bidder does not meet the performance / service levels of UIIC the Bidder will at their cost carry out the necessary upgrades / replacements. UIIC has the right to deduct / recover from the Bidder the required additional expenses which UIIC may incur on account of such upgrades / replacements.
- Bidder will have to integrate with any new use case introduced in the AA ecosystem during the contract period of 3 years at No additional cost. The Proposed solution should have the capability to provide integrations for fetching additional customer parameters/ data points from any future addition to the AA Ecosystem suchas GSTN, TRAI data etc. as and when applicable. The commercials for the same willbe mutually decided by UIIC and the successful bidder at the time of implementation of the same.
- Implementation of the proposed solutions should consider all the security measures.
- All the audit observations (VAPT, IS audit etc.) should be rectified by the bidders withinthe timelines decided mutually with UIIC. Patching activity should be performed periodically as per the requirement of UIIC.
- During the contract bidder will proactively inform UIIC about any security vulnerability related to the solution and fix it without any additional cost.
- The proposed solution should ensure Integrity & Confidentiality of the data.
- The bidder will be responsible for successful completion of certifications required tobecome a part of Account Aggregator Ecosystem as FIP & FIU.
- **As per RBI guidelines, New features and integrations introduced in the AA ecosystem during the contract period should be made available at No extra cost to UIIC (Other than the transaction charges).**

**Desired:** The Solution should support data analytics of the data received from Account Aggregator ecosystem using AI/ML techniques.

**Other Key Responsibilities includes, but are not limited to:**

- Register with the Central Registry - Digital Signature, other details. The connection is through Standard APIs defined by Sahamati.
- Enable discovery of applicant's accounts, basis identifier(s) sent by AA.
- Authenticate applicant before linking/delinking of accounts with applicant's Aaprofile.
- Receive and verify consent artefact for a consent request approved by the applicant for fetching data.
- Capability with respect to storage of all the consent artefacts as part of a FIP Database.
- Format data for compliance with standardized data schemas.
- Purge data after AA had fetched the data or after Sahamati defined TAT, whichever is earlier.
- Share consent template to AA for applicant's approval.
- Receive applicant's consent artefact from AA.
- Capability with respect to storage of all the consent artefacts as part of a FIU Database Capability to send appropriate notifications to the customer regarding account linkages, data access requests, data sharing etc.
- FIU to fetch the data once AA notifies the readiness of data.
- Capability to monitor the service availability of the integrated AAs at any point of time.

**2.2 Duties and Responsibilities of an Account Aggregator:**

- Account Aggregator shall ensure that the providing of services to a customer who has made a specific application for availing such services, would be backed by appropriate agreements/ authorizations between the Account Aggregator, the customer and the Financial Service providers.
- Account Aggregator shall not support transactions in financial assets by customers.
- Account Aggregator shall ensure appropriate mechanisms for proper customer identification.
- Account Aggregator shall share information only with the customer to whom it relates or any other person authorized by the customer. The process of authentication of the authorization has to be robust.
- Account Aggregator shall not undertake any other business other than the business of account aggregator.
- No financial asset related customer information pulled out by the Account Aggregator from the financial service providers should reside with the Account Aggregator.
- Account Aggregator shall have a Citizen Charter that explicitly guarantees protection of the rights of a customer. The Account Aggregator shall not part with any information that it may come to acquire from/ on behalf of a customer.
- In the event of any difference in position of financial assets in the statement generated from the Account Aggregator and the books of the Financial Service provider, the position as reflected in the records of the Financial Service provider shall be considered correct.

**2.3 Data Security:**

- Business of an Account Aggregator will be entirely Information Technology (IT) driven.
- The technology should also be scalable to cover any other financial assets or financial service provider as may be identified by UIIC in future.
- There shall be adequate safeguards built in its IT systems to ensure that it is protected against unauthorized access, alteration, destruction, disclosure or dissemination of records and data;
- Appropriate measures for Disaster Risk Management and Business Continuity shall be in place.

- Information System Audit of the internal systems and processes shall be in place and shall be conducted at least once in two years by external auditors. Report of the external auditor shall be submitted to the Department of IT of UIIC, within one month of submission of the report by the external auditor.

#### **2.4 Documentation / Training:**

- 01day training for UIIC's officials for 02 batches (10 in a Batch) at UIIC's premises regarding overall functioning of the Solution/ available Dashboard/ Analytics etc.
- Providing process documentation, SOP's, required Technical and Functional documentation, Reference Manual, FAQ, Job Card, System Configuration Documents etc.

#### **2.5 Onsite Support**

- The bidder has to ensure on-site/offsite support if need arises for resolving Account Aggregator solution related issues, including installation/re-installation of required software and its supporting software for the proposed solution, during contract period without any extra cost.
- The technical resources(Onsite/offsite) should be competent to develop/configure/ handle/ integrate/ maintain/ manage/Implement/Test/Go-live the proposed Account Aggregator solution.
- The allotted resources are expected to perform testing, support, monitoring, implementation, Integration with new Account Aggregator, Trouble Shooting, reporting, RCA reports, coordination with UIIC's teams, Audit compliance, any other statutory compliance, Patch Installation (OS, DB, App, Software) fixes, analytics, fraud risk/ rule management & monitoring, day to day MIS reports, Regulatory reports, conducting DR Drill, backup/restore. These activities are illustrative and the details will be shared with successful bidder.
- Detailed process documentation, SOP (Standard operating procedure) and management of solution should be created and submitted before project signoff.
- Bidder is expected to deploy academically good, technically sound and competent personnel to ensure smooth operations.
- The deputed personnel will be employed by the selected bidder on their payrolls/contracts without having any employment right with UIIC. Moreover, deputed personnel will not have any right whatsoever to lodge claim of any nature directly or indirectly with UIIC and it would be responsibility of selected bidder to address such issues without involving UIIC.
- The deputed persons have to maintain the utmost secrecy & confidentiality of UIIC's data including process performed at UIIC premises.
- Bidder is expected to adhere to UIIC's request for removal of any personnel, if UIIC notices any negligence/gross misconduct/violation of trade secret/disclosure of UIIC's data to third party and any decision of UIIC in this regard would be final and binding upon the selected vendor

#### **Resources required from UIIC end**

Bidder is expected to provide list of all Hardware and Software resources required if any for the integration of Account Aggregator solution.

## 3 INSTRUCTIONS / GUIDELINES TO BIDDERS

### 3.1 Tender Document

#### 3.1.1 Content of the Tender document

The bidder is expected to examine all instructions, terms, forms, and specifications in this document. Failure to furnish all information required by the tender document or submission of a bid not substantially responsive to the tender document in every respect will be at the bidder's risk and shall result in the rejection of the bid.

##### **Clarification of Tender document**

All queries/ requests for clarification from bidders must reach us by e-mail or in person as per timeline given in schedule of events. UIIC will respond to any request for clarification of the tender document in the pre-bid meeting.

The Representatives of Bidders attending the pre-bid meeting must have proper authority letter to attend the same and must have paid the Tender Fee.

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 to all the participating bidders and not through the minutes of the pre-bid meeting.

#### 3.1.2 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, modify the tender document by an amendment. The amendment, if any, will be published on our web portal.

In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, UIIC may, at its discretion, extend the last date for the receipt of bids.

#### 3.1.3 Integrity Pact

To ensure transparency, equity, and competitiveness and in compliance with the CVC guidelines, this tender shall be covered under the Integrity Pact (IP) policy of UIIC. The pact essentially envisages an agreement between the prospective bidders/vendors and UIIC committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. The format of the agreement is enclosed in Annexure XI.

Signing of the Integrity Pact with UIIC would be one of the preliminary qualification for further evaluation. In other words, entering into this pact would be one of the preliminary qualification for this tender and the pact shall be effective from the stage of invitation of bids till the complete execution of the contract. Any vendor/bidder not signed the document or refusing to sign shall be disqualified in the bidding process.

### 3.2 Bid Preparation

#### 3.2.1 Language of Bids

The Bids prepared by the bidder and all correspondence and documents relating to the bids exchanged by the bidder and UIIC, shall be written in English. Any printed literature furnished by the Bidder may be written in another language as long as the same is accompanied by an English translation in which case, for the purposes of interpretation of the bid, the English version shall prevail.

### 3.2.2 Documents comprising the bid

The bids prepared by the Bidder shall comprise of the physical seal & signed scanned copies of the following Eligibility cum Technical Bid Documents. The bidders should mandatorily attach documents in the respective sections.

- Authorized signatory of the Bidder, signing the Bid Documents should be empowered to do so as per proof in the form of letter signed by a Director or Company Secretary to be attached (**Power of attorney or Board resolution letter for Authorized Person**).
- The Bidder should also include a replica of the masked final commercial bid without prices in the technical bid. The Bidder must note that the masked commercial bid should be actual copy of the commercial bid submitted with prices masked and not copy of the Pro-forma/format of the Annexure XI in the RFP. The Masked Bill of Material shall include entire details of the Software (Name, Version Details, License etc.), Hardware (CPU, RAM, HDD, Cores etc.).
- Letter of Authorization to participants for e-tender process **ANNEXURE I**.
- Bidder profile as per **ANNEXURE II**.
- No Blacklisting Declaration as per **ANNEXURE III**.
- Eligibility Criteria Declaration Form and all supporting documents as detailed in **ANNEXURE IV**.
- Eligibility cum Technical Evaluation sheet as per [ANNEXURE V](#).
- Bank guarantee format for EMD as per **ANNEXURE VI**.
- Non-disclosure agreement to be submitted as per **ANNEXURE VII**.
- Performance Security as per **ANNEXURE VIII**.
- Commercial Bid Format as per [ANNEXURE IX](#).
- Undertaking for Nil Deviations as per **ANNEXURE X**.
- Pre-Contract integrity pact as per [ANNEXURE XI](#).
- Pre-bid Query as per **ANNEXURE XII**.
- Offer Covering Letter as per **ANNEXURE XIII**.
- Details of project undertaken in last 5 years as per [ANNEXURE XIV](#).
- **Copy of this RFP** duly signed and stamped as token of acceptance of all the terms and conditions of this tender.

### 3.2.3 Bidders-Signing Authority for Bid Document

The “Bidder” as used in the tender documents shall mean the one who has signed the tender form.

It is further clarified that the individual signing the tender or other documents in connection with the tender must certify that he/ she signs as duly Authorized Signatory in terms of Power of Attorney

### 3.2.4 Tender Fee (Non – Refundable)

A non-refundable tender document fee of ₹ 10,000/- (Rupees Ten Thousand Only) shall be remitted through electronic credit only before pre-bid meeting date and time as prescribed in schedule of events to our Bank account mentioned below:

Beneficiary Name	United India Insurance Company Ltd.
IFSC Code	INDB0000007
Account No.	200999095210000100RFPTSPAA2022
UIIC details	Indusind Bank
Remarks	TENDER_FEE_RFPTSPAA<Depositor Name>

### 3.2.5 Earnest Money Deposit(EMD)

- The intending bidders shall submit Bank Guarantee (REF. **Annexure VI:** Bank Guarantee Format for EMD)/Insurance Surety Bonds/ Account Payee Demand Draft/Electronic Credit for EMD of 200000/- (Rupees Two Lakhs only) Bid will be treated as non-responsive and will be rejected in the absence of the above mentioned document.
- Bank Guarantee shall be drawn in favor of “United India Insurance Company Limited” payable at Chennai. The BG submitted as EMD should have a validity of 180 days + 45 Days.
- In case of Electronic Credit, the EMD shall be credited to our Bank Account as given below:

Beneficiary Name	United India Insurance Company Limited
IFSC Code	INDB0000007
Account No	200999095210000100RFPTSPAA2022
UIC Details	IndusInd Bank
Remarks	TENDER_FEE_RFPTSPAA<Depositor Name>

- The EMD will not carry any interest.
- The electronic credit should be effected positively at least two days prior to the tender submission date.
- The EMD in the form of Bank Guarantee/Insurance Surety Bonds/Account Payee Demand Draft should reach United India Insurance Head Office at Chennai at least two days before tender submission date.

### 3.2.6 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 15 days from the date of receipt of LOA (Letter of Acceptance)

### 3.2.7 Refund of EMD

- EMD will be refunded to the successful bidder, only after submission of Performance Bank Guarantee and signing of contract as per timelines defined in the RFP.
- 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.

### 3.2.8 Period of validity of Bids

Bids shall remain valid for 180 days from the last date of submission of bids prescribed by UIC. A bid valid for a shorter period may be rejected by UIC as non-responsive.

### 3.2.9 Terms and conditions of Tendering Firms

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

### 3.2.10 **Proposal Ownership**

The proposal and all supporting documentation submitted by the vendor shall become the property of the Company.

### 3.2.11 **Procedure of Submission of Bids**

- Tender Bidding Methodology: 'Single Stage Online submission & Three stage online opening' [Eligibility Criteria, Technical Bid & Commercial Bid.
- The bidding process is completely online. Bidders are requested to submit all seal & signed documents online as detailed in this RFP. Bidders should submit hard copy if demanded or a clarification is sought in this regard.

## 3.3 **Instruction to Bidders for Online Submission**

- The bidders can access the documents in the company e-tendering portal <https://uiic.enivida.com/> Bidders can avail the service of the e-tendering service provider for registering themselves, accessing tender documents and completing the tender submission formalities. The service provider will provide all necessary assistance to bidders for online bidding.
- For further instructions regarding submission of bids online, the bidders shall visit the e-tender portal (<https://uiic.enivida.com/>).
- The relevant tender documents can be purchased/downloaded from the e-tendering site with the bidders authorized user credentials.
- The bidders should mandatorily fill in all relevant details as per the requested form in the e-tendering portal.
- The bidders are required to submit soft copies of their bid electronically on the e-Nivida Portal using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the e-Nivida Portal, prepare their bids in accordance with the requirements and submit their bids online on the e-Nivida Portal.

## 3.4 **Registration Process for Online Portal**

- Bidders to enroll on the e-Procurement module of the portal <https://uiic.enivida.com/> by clicking on the link "Bidder Enrolment".
- The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process.
- This would be used for any communication from the e-Nivida Portal.
- Bidders to register upon enrolment, with their valid Digital Signature Certificate (Class III Certificates with signing and Encryption key) issued by any Certifying Authority recognized by CCA India with their profile.
- Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.

## 3.5 **Tender Documents Search**

- Various built-in options are available in the e-Nivida Portal like Department name, Tender category, estimated value, Date, other keywords, etc. to search for a tender published on the Online Portal.

- Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'Interested tenders' folder.
- The bidder should make a note of the unique Tender No assigned to each tender; in case they want to obtain any clarification/help from the Helpdesk.

### **3.6 Bid Preparation**

- Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that needs to be submitted.
- Any deviations from these may lead to rejection of the bid.
- Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLSX/PNG, etc. formats.
- Bidder to log into the site well in advance for bid submission so that he/she uploads the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- Bidders to note that they should necessarily submit their financial bids in the prescribed format given by department and no other format is acceptable.
- The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, the opening of bids, etc.
- The bidders should follow this time during bid submission.
- All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.
- The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- The off-line tender shall not be accepted and no request in this regard will be entertained whatsoever.

#### **3.6.1 Amendment of Bid Document**

At any time prior to the deadline for submission of proposals, the company reserves the right to add/modify/delete any portion of this document by the issuance of a Corrigendum, which would be published on the website and will also be made available to the all the Bidder who has been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

#### **3.6.2 Assistance to Bidders**

- Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- Any queries relating to the process of online bid submission or queries relating to e-Nivida Portal, in general, may be directed to the 24x7 e-Nivida Helpdesk. The contact number for the helpdesk is Gagan (8448288987)



/ 89 / eprochelpdesk.01@gmail.com), Ambika (8448288988 / 94 / eprochelpdesk.02@gmail.com), Retnajith (9355030607), Sanjeet (8882495599), Rahul Singh (8448288982), Amit (9355030624), Abhishek Kumar (9355030617), Tariq (9355030608)

- The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bid(s). The bid should be submitted through e-Nivida portal (<https://uiic.enivida.com/>) only.

### 3.6.3 Opening of Bid by UIIC

Bids will be opened on portal as per the guidelines /Procedure at the date & time mentioned in the RFP.

Important Points to be noted:

- UIIC however reserves the right to extend the last day for submission of bids without assigning any reasons and such extensions shall be published in UIIC's website (<https://uiic.co.in/tender>) as well as in UIIC e-Nivida portal <https://uiic.enivida.com>.
- Bid once submitted to the above authority shall be treated as final and no further amended bid will be accepted. However, if UIIC amends the RFP before expiry date of bid submission and a bidder had already submitted his bid, the competent authority at its discretion shall permit fresh submission of bids before the expiry date of bid submission.

### Clarifications

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 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.

### 3.6.4 Pre-Bid Meeting

- Pre-bid meeting would be held as per the date specified in the Bid Schedule and Address.
- Intending bidders who wish to participate in the Pre-bid meeting shall submit the proof of payment of non-refundable Tender fee of ₹ 10,000/- (Rupees Ten Thousand Only) prior to the Pre-bid meeting date.
- Documentary proof of payment of tender fee is a pre-requisite for attending the Pre-bid meeting.
- Only authorized representative of Bidders (not exceeding two) would be allowed to participate in the Pre-bid meeting.
- A copy of the proof of payment of non-refundable tender fee must be emailed to the email id [rfpintegration@uiic.co.in](mailto:rfpintegration@uiic.co.in)
- Pre-bid queries should be mailed to us in the email id [rfpintegration@uiic.co.in](mailto:rfpintegration@uiic.co.in) in the attached format in **Annexure XII** Pre-bid query format.
- Queries received after the due date as mentioned in Bid Schedule and Address will not be entertained.
- Replies to the Pre-bid queries would be posted on our website / e-nivida portal ONLY.

### 3.7 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 are offered as per RFP requirement, whether documentation as required 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.

### 3.7.1 Normalization of bids

UIIC will go through a process of technical and commercial evaluation and normalization of the bids to the extent possible and feasible to ensure that bidders are on the same technical ground. After the normalization process, if UIIC feels that any of the bids need to be normalized and that such normalization has a bearing on the commercial bid; UIIC may at its discretion ask all the technically shortlisted bidders to resubmit the updated technical and commercial bids once again for scrutiny. UIIC can repeat this normalization process at every stage of technical submission till UIIC is reasonably satisfied. The bidders agree that they have no reservation or objection to the normalization process and all the technically short-listed bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to UIIC during this process. The bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process. Any non-compliance to the normalization process may result in disqualification of the concerned bidder.

UIIC may call for any clarifications/ additional particulars required, if any, on the technical/ commercial bids submitted. The bidder has to submit the clarifications/ additional particulars in writing within the specified date and time. The bidder's offer may be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time. UIIC reserves the right to call for presentation(s), product walkthroughs, on the features of the solution offered etc., from the bidders based on the technical bids submitted by them. UIIC also reserves the right to conduct reference site visits at the bidder's client sites. Based upon the final technical scoring, short listing would be made of the eligible bidders for final commercial bidding.

### 3.7.2 Evaluation Criteria

The competitive bids shall be evaluated in Two stages:

Stage 1 – Eligibility Evaluation & Technical Evaluation

Stage 2– Commercial Evaluation

- Bidders must submit their Eligibility cum Technical Bid as described in the RFP along with masked bill of material. The Bidders shall be evaluated based on the criteria given in the RFP.
- The evaluation shall be based on Techno-Commercial evaluation of bids. The bidders shall be making a presentation to UIIC.
- Period of contract will be for three years (extendable for one year on same Terms & Conditions solely at UIIC's discretion). The Short listed bidder will be notified in due course. No interim enquiries will be entertained. The decision taken by UIIC shall be final and no representation or correspondence shall be entertained.
- 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, 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.

## Points will be awarded based on the following criteria:

<b>Sl. No</b>	<b>Criteria Description</b>	<b>Rules for Awarding Points</b>	<b>Max Points</b>
1	Number of years the Bidder/OEM has been in practice as on 30.06.2022 in India.	Disqualified, if less than 1 year in practice. 10 points for 2 years of presence and 1 point for each additional completed year of presence.	15
2	Average annual turnover for preceding three financial years.	If turnover is $\geq 3$ crore $\leq 5$ crore, 10 points If turnover is $> 5$ crore 15 points	15
3	Average annual net profit for preceding three financial years.	If Net profit is Positive.	5
4	BFSI /PSU /Govt. companies as client on TSP platform.	10 points for 5 BFSI /PSU /Govt. companies and 1 point for each additional company. *for less than 5 BFSI/PSU/Govt companies - Zero marks	15
5	Number of Institutions on boarded on bidder's AA platform as FIP	10 points for 15 FIPs and 2 points for each additional company. *for less than 15 FIPs - Zero marks	50
6	No of institutions that have tied up with bidder as FIU	10 points for 3 FIUs and 1 point for each additional company. *for less than 3 FIUs - Zero marks	15
7	Technical employees in company working on AA solution.	If number of technical employee for AA solution $\geq 3$ and $\leq 10$ (5 Marks) If number of technical employee for AA solution $> 10$ . (10 Marks) *for less than 3 technical employees - Zero marks	10
8	Technical employees in company working on TSP solution.	If number of technical employee for AA solution $\geq 10$ and $\leq 25$ (5 Marks) If number of technical employee for AA solution $> 25$ . (10 Marks) *for less than 3 technical employees - Zero marks	10
9	<b>Technical</b>		<b>30</b>
9 a	Must interface with other solutions using standard secure integration but not limited to API/ SFTP/ Message Queues/ Database's interface through		

<i>Sl. No</i>	<i>Criteria Description</i>	<i>Rules for Awarding Points</i>	<i>Max Points</i>
	DB driver/Staging table etc.		
9 b	Ability to integrate with active directory and provide single sign on capability.	Each point carries <b>2 marks</b> .	
9 c	Ability to extract data from source documents but not limited to pdf, CSV, excel and email.		
9 d	Ability to support Low Code /No Code technology for design of workflow/reports.		
9 e	Should have Data Leak Protection capability which should allow setting security to ensure access to specific information only on validation of some critical fields at user level.		
9 f	Licenses should be un-restricted i.e. should have access to complete system with no differentiation on functionality and access rights.		
9 g	Should support a business continuity plan to maintain or restore operations and ensure availability of the UIIC information asset as per UIIC's policy.		
9 h	The Bidder shall describe the methodology for end-to-end monitoring of the proposed solution / application through alerts and investigation of problem, issue through audit logs		
9 i	API integration with Account Aggregator system should be in accordance with the API specification & Data schema published by ReBIT from timeto-time.		
9 j	The proposed solution should be able to publish APIs to external consumers and partners, as well as to internal users.		
9 k	The Solution should also support API throttling, quota, able to queue requests in case the load on core banking application/warehouse server.		

<i>Sl. No</i>	<i>Criteria Description</i>	<i>Rules for Awarding Points</i>	<i>Max Points</i>
9 l	The proposed Solution should have browser-based user friendly and robust interface/dashboard for branches/departments. Interface/Dashboard should have the ability to request data. (in bulk as well as single).		
9 m	The proposed solution should have user friendly and robust interface for customers. There should be a mobile application and web-based portal for customer to link accounts/ to give consent etc. It should have the ability to integrate with mobile banking app and internet banking module and any other channel identified by the bank.		
9 n	System should be capable of generating the following reports (not limited to): <ul style="list-style-type: none"> <li>• User wise &amp; Channel wise report</li> <li>• Request Success &amp; Failure report</li> <li>• Statutory &amp; Regulatory report</li> <li>• FIP/FIU based consent provided within certain period</li> <li>• Any other out of box reporting available with the solution. As per the requirement of the bank.</li> </ul>		
9 o	Must ensure that all the data lies within UIC premises.		
	<b>Total</b>		<b>165</b>

### 3.7.3 Final selection

Bidders who achieve overall score of 50% or above in the Eligibility cum Technical evaluation will qualify for the next stage of evaluation i.e. Commercial bid evaluation.

For the final award of the assignment, a combined evaluation shall be done by applying a weightage of 70% for eligibility cum technical score and 30% for the commercial score respectively, according to the formula for those found qualified in the technical bidding.

**Combined score of bidder A = 70 (Technical score of bidder A/Highest Technical score of all qualified Bidders) + 30 (Lowest financial bid of all qualified bids/commercial bid of bidder A).**

Shortlisted bidder will be ranked on the basis of the above combined score. The bidder securing highest combined score shall be recommended for award of the contract.

For example,

Three bidder namely A, B, C participated in the Bid process and their Eligibility cum Technical scores are as under:

A = 61, B = 63 and C = 62

After converting them into percentile, we get

$A = (61/63) * 100 = 96.83$

$B = (63/63) * 100 = 100$

$C = (62/63) * 100 = 98.41$

The quoted prices by bidders are as under:

A = INR 8000, B = INR 9000 and C = INR 10000

**The final cost = (lowest cost quoted in price bid, in this case is INR 8000) quoted by the Bidder converted into percentile score shall be as under:**

$A = (8000/8000) * 100 = 100$

$B = (8000/9000) * 100 = 89$

$C = (8000/10000) * 100 = 80$

**As the weightage for technical parameter and cost are 70% and 30% respectively, the final scores shall be calculated as under.**

$A = (96.83 * 0.7) + (100 * 0.3) = 97.78$

$B = (100 * 0.7) + (89 * 0.3) = 96.7$

$C = (98.41 * 0.7) + (80 * 0.3) = 92.89$

The offer of A having the highest score shall be selected.

In case of tie in final score, the bidder who has scored higher marks in eligibility cum technical evaluation will be awarded the contract.

In case the number of bidders qualifying in the eligibility cum technical evaluation stage is less than 3, then it is at UIIC's discretion, to choose the top 2 scorers or discontinue the evaluation process or re-tender.

Bidder will become ineligible if he gets disqualified in any one of the above mentioned criteria.

UIIC's decision in this regard shall be final & binding and no further discussion/interface will be held with the bidders whose bids are disqualified / rejected.

**Note:**

UIIC reserves the right to conduct a verification of the customer references submitted by the bidder. UIIC also reserves the right to conduct a verification of the competency and infrastructure of the bidder. UIIC may conduct all or any of these verifications to satisfy itself regarding the bidder's capability to provide the services compliant to the requirement specifications defined in this tender.

In the event of the verification revealing that a bidder has misrepresented or does not have the capability to provide the tendered services compliant to the requirement specifications defined in this tender, UIIC may at its discretion reject the bid.

## 4 GENERAL TERMS AND CONDITIONS

### 4.1 General Terms

- The successful bidder shall sign the agreement within 15 days from the date of Letter of Acceptance (LOA) from UIIC.
- The agreement shall be in force for a period of 3 years from the date of issue of Purchase Order and may be extended on mutually agreed terms.
- The offer containing erasures or alterations will not be considered. There shall be no handwritten material, corrections or alterations in the offer.
- Addendum/Amendments/Corrigendum, if any, will be communicated through UIIC e-Tendering portal <https://uiic.envida.com> only. UIIC reserves the right to cancel the tender at any time without incurring any penalty or financial obligation to any bidder.
- Tender queries shall be communicated only through e-mail and response to those queries will be published in UIIC official website ([uiic.co.in](http://uiic.co.in)).
- UIIC is governed by provisions of the Public Procurement Policy for Micro, Small and Medium Enterprises (MSMEs) as circulated by The Ministry of MSME, GOI. The policy details are available on the website [www.msme.gov.in](http://www.msme.gov.in).
- Such MSEs would be entitled for exemption from furnishing tender fee and EMD. Turnover and experience criteria will be relaxed for such MSEs as per MSME guidelines. In case of any issue on the subject matter, the MSE's may approach the tender inviting authority to resolve their grievances.

### 4.2 Rejection of Tenders

**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 proof of tender document fee paid.
- If it is not accompanied by the requisite proof of EMD paid.
- 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 incomplete including non-furnishing of the required documents and/or evasive.
- Bidders shall take utmost care during uploading of required documents, after bid submission uploading of documents will not be permitted.
- If it is quoted for period less than the validity of tender.
- If it is received from any blacklisted bidder or whose experience is not satisfactory.

**Company Reserves the Right To:**

- Accept / Reject any of the Tender/s.
- 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.
- Seek clarifications from the prospective bidders for the purpose of finalizing the tender.

### 4.3 Validity of Tenders

Tenders should be valid for acceptance for a period of at least 180 (One hundred and eighty only) days from the last date of tender submission. Offers with lesser validity period would be rejected.

#### **4.4 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 the vendor in writing.

#### **4.5 Royalties and Patents**

Any royalties or patents or the charges for the use or infringement thereof that may be involved in the contract shall be included in the price. Bidder shall protect UIIC against any claims thereof.

#### **4.6 Indemnification**

- The Bidder shall indemnify, protect and save 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
  - A. a gross negligence and/or willful default of the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract
  - B. breach of any of the terms of this tender document or breach of any representation or warranty by the Bidder
  - C. use of the deliverables and or services provided by the Bidder
  - D. 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.
- The Bidder shall further indemnify UIIC against any proven loss or damage to UIIC's premises or property, etc., due to the gross negligence and/or willful 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.
- The Bidder shall further indemnify UIIC against any proven loss or damage arising out of claims of infringement of third party copyright & patents.
- UIIC does not make any statement or comments or representations about the claim without prior written consent of the Bidder, except under due process of law or order of the court.

#### **4.7 Liquidated Damage**

The liquidated damage is an estimate of the loss or damage that UIIC may have suffered due to non-performance of any of the obligations (under the terms and conditions) or delay in performance during the contract relating to activities agreed to be undertaken by the Bidder.

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

If the bidder fails to deliver and install the Solution or to perform the services within the time period(s) specified in the contract, UIIC shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 1% of the contract price for every week (seven days) or part thereof of delay, up to maximum deduction of 10% of the contract price. Once the maximum is reached, UIIC may consider termination of the contract.

Liquidated damages are applicable over and above all the penalties mentioned in RFP.



#### **4.8 Termination**

UIIC shall be entitled to terminate the agreement/purchase order with the Bidder at any time giving 30 day's 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.

#### **4.9 Insolvency**

UIIC may terminate the contract by giving written notice to the vendor without compensation, if the vendor becomes bankrupt or otherwise insolvent, provided that such termination will-not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the company.

#### **4.10 Force Majeure**

- 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 endeavor to find a solution to the problem. Notwithstanding the above, the decision of UIIC shall be final and binding on the Bidder.

#### **4.11 Dispute Resolution**

- 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 vendor's representative.
- In case of failure to resolve the disputes and differences amicably within 45 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 vendor during the arbitration proceedings unless otherwise directed in writing by UIIC unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the contract, no payment due, or payable by UIIC, to the vendor shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.

#### **4.12 Security Deposit**

The successful bidder will have to furnish a security deposit to the tune of 3% of the total contract value for proper fulfillment of the contract in the form of a Bank Guarantee for a period of 3 years and 3 months from the date of the agreement obtained from a nationalized / scheduled Bank. The agreement along with the Bank guarantee for 3 years and 3 months should be submitted within 15 days from the date of letter of acceptance.

#### **No Commitment to Accept lowest or Any Offer**

- UIIC is under no obligation to accept the lowest or any other offer received in response to this tender and reserves the right to reject any or all the offers including incomplete offers without assigning any reason whatsoever.
- UIIC reserves the right to make any changes in the terms and conditions of the tender. UIIC will not be obliged to meet and have discussions with any Bidder or to entertain any representations.

#### **Format and Signing of Bid**

Proposals submitted in response to this tender 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 in A4 size papers, numbered with index, highlighted with technical specification details, shall be signed by the Bidder or a person duly authorized to bind the Bidder to the Contract.
- Any interlineations, erasures or overwriting may be considered invalid.
- Bidders responding to this tender must comply with the format requirements given in various annexure of the tender; bids submitted in any other format/type will be treated as non-compliant and may be rejected.
- ADDITIONAL INFORMATION: Include additional information which will be essential for better understanding of the proposal. This might include diagrams, excerpts from manuals, or other explanatory documentation, which would clarify and/or substantiate the bid. Any material included here should be specifically referenced elsewhere in the bid.
- GLOSSARY: Provide a glossary of all abbreviations, acronyms, and technical terms used to describe the services or products proposed. This glossary should be provided even if these terms are described or defined at their first use in the bid response.

#### **Miscellaneous Terms and Conditions**

1. UIIC reserves the right to reject any or all the proposals without giving any reason whatsoever for the rejection.
2. The Addenda/Amendments/Corrigenda, if any will be posted on our website [www.uiic.co.in](http://www.uiic.co.in) only under TENDERS/RFP. The prospective bidders should check the website frequently to get the updates on any such changes.
3. The bidder selected after completion of the selection procedure would then need to sign the agreement in conformity with the 'CONDITIONS OF TENDER' and the final price offered.

4. All goods and ancillary services supplied under the contract as replacement/spare shall have their origin in the countries from which there is no export embargo for such goods, services, know-how and technologies to India.
5. The selected bidder should agree to relinquish to the user the right to use all systems, programs know how, if any, supplied as replacement/spare under this contract and as per the contents of the price schedule submitted. There shall be no clause restricting usage of such goods supplied, rented, leased, licensed unless they are under some case of FORCE MAJEURE.
6. The bidder shall ensure that the goods, know-how or the items provided to UIIC are free from all encumbrances, charges, lien, hypothecation, pledge, trademark or patent laws and indemnify UIIC against all third party claims relating to infringement of patent, trademark or industrial design rights arising from the use of the goods or technology or know-how or any part of the same.
7. Nothing mentioned in this clause may be interpreted as a relief or waiver from any warranty or other obligations under the contract.
8. Governing Law: This offer shall be interpreted, construed, or enforced in accordance with the laws of the Republic of India.
9. Jurisdiction: In respect of all disputes arising out of, under or touching the provisions of this offer/contract, the competent Court at Chennai shall alone have the jurisdiction.
10. Escalation of Costs: The bidder shall in no circumstance be entitled to any escalation of costs or price of any material/items supplied or services rendered under the contract.



## 5 COMMERCIAL BID, PAYMENT AND OTHER TERMS

### 5.1 Commercial Bid Explanatory Notes

The bidder shall provide commercial quote as per the format given in [Annexure IX](#).

### 5.2 Price and Taxes

The price shall be all inclusive of delivery, installation, commissioning & testing charges. **GST and other local taxes as applicable alone would be reimbursed as shown in the invoice.**

**There shall be no escalation in the prices once the prices are fixed and agreed to by the Company and the bidders.** 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.

### 5.3 Payment Terms

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.

- a) All payments will be made to the VENDOR in Indian Rupees only.
- b) **Payment to vendor will be done only after successful implementation and sign off by UIIC in case of One time cost and Recurring cost will be paid on quarterly basis at the end of each quarter.**
- c) VENDOR shall not be entitled to charge any additional costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc., during the initial implementation or on further troubleshooting support services.
- d) The company also reserves the right to prescribe additional documents for the release of payments and the VENDOR shall comply with the same.
- e) The VENDOR shall cover the entire scope of services mentioned and deliver all the 'deliverables' as mentioned under the scope of work.
- f) No advance payment shall be made in any case.
- g) Any delay in achievement of the milestones or deliverables will result in further delay of the payment by invoking penalty, if any.

## 6 SERVICE LEVEL AGREEMENT

Successful Bidder has to enter into service level agreement with UIIC and SLA should cover the following:

### 6.1 SLA for Account Aggregator (AA) Solution

Vendor will have to guarantee a minimum uptime of 99.95%, calculated on a quarterly basis. Application (As a whole / any module of the application) availability will be 99.95% on 24x7x365. The penalty will be calculated as per the details given below.

**Uptime percentage** - 100% less Downtime Percentage

**Downtime percentage** - Unavailable Time divided by Total Available Time, calculated on a monthly basis.

**Total Available Time** – 24 hrs per day for seven days a week excluding planned downtime

**Unavailable Time** - Time involved while the solution is inoperative or operates inconsistently or erratically.

Uptime Percentage	Penalty Details
A >= 99.95%	No Penalty
99.50% =< A < 99.95%	2% of ATS charges
99.00% =< A < 99.50%	5% of ATS charges
A < 99.00%	Penalty at an incremental rate of 1% (in addition to a base of 5%) of ATS charges for every 0.1% lower than the stipulated uptime

The uptime percentage would be calculated on quarterly basis and the calculated amount would be adjusted from every subsequent quarter payment. The SLA charges will be subject to an overall cap of **10% of the ATS** and thereafter, UIIC has the discretion to cancel the contract. If Vendor materially fails to meet an uptime of 99.95% for three (3) consecutive quarters, UIIC may have the right to terminate the contract. In case if there are no pending invoices to be paid by UIIC to the vendor, the vendor has to submit a pay order / cheque payable at Chennai in favour of United India Insurance Company Ltd., for the same within 15 days from the notice period from UIIC.

**ANNEXURE I - FORMAT FOR LETTER OF AUTHORIZATION**

(To be submitted in the Bidder's letter head)

To  
The Deputy General Manager  
Information Technology Department  
United India Insurance Company Limited  
Head Office,  
# 19, 4th Lane  
Nungambakkam High Road  
Chennai – 600034

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

The following persons are hereby authorized to attend the bid opening on \_\_\_\_\_ (date) in respect of the tender for “TSP and AA SOLUTION” on behalf of M/s. \_\_\_\_\_ (Name of the Bidder) in the order of preference given below:

Order of Preference Name and Designation

- 1.
- 2.

(Authorized Signatory of the Bidder)

Date:

(Company Seal)

1. Maximum of two persons can be authorized for attending the bid opening.



**ANNEXURE II - BIDDER PROFILE**

(To be submitted in the Bidder's letter head)

(All details in appropriate columns should be filled-in. Incomplete details will entail rejection)

1) Name and Address of the Company:

2) Registered Address of the Company:

3) GST Registration Number:

4) Name of authorized Official of the bidder:

I. Name :

II. Designation :

III. Phone :

IV. Cell No :

V. Email :

VI. Fax :

5) Turnover and Net worth:

Financial year	Turnover (in crore)	Net worth

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Date \_\_\_\_\_

**(Company Seal)**

**ANNEXURE III - NO BLACKLIST DECLARATION**

(To be submitted in the Bidder's letterhead)

To  
The Deputy General Manager  
Information Technology Department  
United India Insurance Company Limited  
Head Office,  
# 19, 4th Lane  
Nungambakkam High Road  
Chennai – 600034

Subject: Submission of No Blacklisting Self-Declaration for Tender Ref. No: 000100/HO IT/RFP/495/2022-2023 "REQUEST FOR PROPOSAL (RFP) FOR Selecting TSP and AA SOLUTION".

Dear Sir/Madam,

We do hereby declare and affirm that we have not been blacklisted / debarred by any Government Departments, Agencies or Public Sector Undertakings in India as on the date.

(Authorized Signatory of Bidder)

Date:

(Company Seal)





**ANNEXURE IV ELIGIBILITY CRITERIA FOR QUALIFICATION OF BIDDERS**

- Following is the eligibility criteria for evaluation of qualification for tender:

Bidder should explicitly state whether he complies with the requirement by stating “Yes” or “No”.

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
<b>A</b>	<b>General</b>		
1	Bidder must be a Government Organization /PSU / PSE / Partnership Firm / LLP or Private / Public Limited company in India at least for the last 3 years.(As on RFP date)		Documentary Proof to be attached (Certificate of Incorporation)
2	The proposed Account Aggregator Solution should have been successfully implemented /under implementation by bidder/ TSP in at least one Schedule Commercial Bank/ BFSI / NBFC in India in last 3 years. (As on RFP date).		Documentary Proof of order / contract copy / customer credentials.
3	The Bidder must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs) as on RFP date.		Letter of confirmation from bidder.
4	The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters / management or partnership firms / LLPs having common partners has not participated in the bid process.		Letter of confirmation (self certified letter signed by authorized official of the bidder)
<b>B</b>	<b>Financial</b>		
1	The Bidder must have registered average annual turnover of Rs. 5 Crores or above (from Indian Operations only) during the last three completed financial years – 2019-20, 2020-21 and 2021-22* (Not inclusive of the turnover of associate companies). <b>OR</b>		Audited Financial statements for the financial years 2019-20, 2020-21 and 2021-22*.
	The below clause is applicable for Bidders who fall under the category of Micro & Small Enterprise (MSEs) or Start-ups (Necessary valid documentary proof certifying the bidder as an MSE or a Start-up needs to be submitted by the bidder)  Bidder must have registered average annual turnover of Rs. 1 Crore or above (from Indian Operations only) during the last three completed financial years - 2019-20,		Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification.

	2020-21 and 2021-22* (Not inclusive of the turnover of associate companies) along with an undertaking letter from the bidder that the 2021-22 Statements are not audited)		
2.	<p>The Bidder must be net profit (after tax) making entity (from Indian operations only) continuously for the last three years that is financial years - 2019-20, 2020-21 and 2021-22*.</p> <p><b>OR</b></p> <p>The net worth of the bidder should be positive as on RFP date <b>AND</b> also should not have eroded by more than 30% (thirty percent) in the last three years that is financial years - 2019-20, 2020-21 and 2021-22*.(As on RFP Date)along with an undertaking letter from the bidder that the 2020-21 Statements are not audited.)</p>		<p>Audited Financial statements for the financial years 2019-20, 2020-21 and 2021-22*.</p> <p>Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification.</p>

- All dates if not specified to be applicable from the date of the RFP.

*Note: The bidders must comply with all the above mentioned criteria. Noncompliance of any of the criteria will liable for rejection of the bid. Photocopies of relevant documents/certificates should be submitted as detailed in the "supporting documents required" column as proof in support of their eligibility in terms of the above minimum eligibility criteria. The company reserves the right to verify/evaluate the claim made by the bidder independently and seek clarifications, if required.*

**ANNEXURE V-ELIGIBILITY CUM TECHNICAL EVALUATION SHEET**

<b>Sl. No</b>	<b>Criteria Description</b>	<b>Bidder's response</b>
1	Number of years the Bidder/OEM has been in practice as on 31.03.2022 in India.	
2	Average annual turnover for preceding three financial years.	
3	Average annual net profit for preceding three financial years.	
4	Number of BFSI /PSU /Govt. companies as client on <b>TSP</b> platform.	
5	Number of Institutions on boarded on bidder's AA platform as <b>FIP</b>	
6	No of institutions that have tied up with bidder as <b>FIU</b>	
7	Technical employees in company working on AA solution.	
8	Technical employees in company working on TSP solution.	
9	<b>Technical</b>	(Yes/No)
9 a	Must interface with other solutions using standard secure integration but not limited to API/ SFTP/ Message Queues/ Database's interface through DB driver/Staging table etc.	
9 b	Ability to integrate with active directory and provide single sign on capability.	
9 c	Ability to extract data from source documents but not limited to pdf, CSV, excel and email.	
9 d	Ability to support Low Code /No Code technology for design of workflow/reports.	

9 e	Should have Data Leak Protection capability which should allow setting security to ensure access to specific information only on validation of some critical fields at user level.	
9 f	Licenses should be un-restricted i.e. should have access to complete system with no differentiation on functionality and access rights.	
9 g	Should support a business continuity plan to maintain or restore operations and ensure availability of the UIIC information asset as per UIIC's policy.	
9 h	The Bidder shall describe the methodology for end-to-end monitoring of the proposed solution / application through alerts and investigation of problem, issue through audit logs	
9 i	API integration with Account Aggregator system should be in accordance with the API specification & Data schema published by ReBIT from time to-time.	
9 j	The proposed solution should be able to publish APIs to external consumers and partners, as well as to internal users.	
9 k	The Solution should also support API throttling, quota, able to queue requests in case the load on core banking application/warehouse server.	
9 l	The proposed Solution should have browser-based user friendly and robust interface/dashboard for branches/ departments. Interface/Dashboard should have the ability to request data. (in bulk as well as single).	

9 m	The proposed solution should have user friendly and robust interface for customers. There should be a mobile application and web-based portal for customer to link accounts/ to give consent etc. It should have the ability to integrate with mobile banking app and internet banking module and any other channel identified by the bank.	
9 n	System should be capable of generating the following reports (not limited to): <ul style="list-style-type: none"> <li>• User wise &amp; Channel wise report</li> <li>• Request Success &amp; Failure report</li> <li>• Statutory &amp; Regulatory report</li> <li>• FIP/FIU based consent provided within certain period</li> <li>• Any other out of box reporting available with the solution. As per the requirement of UIIC.</li> </ul>	
9 o	Must ensure that all the data lies within UIIC premises.	
	<b>Total</b>	

**ANNEXURE VI - BANK GUARANTEE FORMAT FOR EMD**

To  
 The Deputy General Manager  
 Information Technology Department  
 United India Insurance Company Limited  
 Head Office, NALANDA,  
 # 19, 4th Lane Nungambakkam High Road  
 Chennai – 600034

Whereas..... (Hereinafter called “the Bidder”) has submitted its bid dated..... (Date of submission of bid) for the “SUPPLY, INSTALLATION, AND MAINTENANCE OF TSP and AA SOLUTION (hereinafter called “the Bid”), we..... (Name of BANK), having our registered office at..... (Address of BANK) (Hereinafter called “the BANK”), are bound unto United India Insurance Company Limited (hereinafter called “the Purchaser”) for the sum of..... 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/System Integrator withdraws his offer after issuance of letter of acceptance by UIIC;
- If the Bidder/System Integrator withdraws his offer before the expiry of the validity period of the tender;
- If the Bidder/System Integrator violates any of the provisions of the terms and conditions of this tender specification;
- If a Bidder/System Integrator, who has signed the agreement and furnished Security Deposit backs out of his tender bid.
- If a Bidder/System Integrator having received the letter of acceptance issued by UIIC, fails to furnish the BANK guarantee and sign the agreement within the 15(Fifteen) days from the letter of acceptance.

We undertake to pay the Purchaser up to the below 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 One Hundred Eighty + Forty-five (180+45) days from last date of bid 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 ₹ 2,00,000/-
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 of ..... at .....  
 (Signature of the BANK Official)

## 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 in 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 non-responsive.
5. Unsuccessful bidders' bid security will be discharged or returned after the expiration of the period of bid validity prescribed by the Company.
6. The successful bidder's bid security will be discharged upon the bidders signing the contract and furnishing the performance BANK guarantee.



**ANNEXURE VII - NDA (NON - DISCLOSURE AGREEMENT FORMAT)**

(To be submitted in separate ₹100 stamp paper)

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 Forum, 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 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 do 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**

(a) 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. All rights and remedies hereunder are cumulative and in addition to rights and remedies under any applicable law.

(b) 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 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 UIIC shall be served on the Information Technology Department of the Company's Head Office at Chennai .

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

(a) for & on behalf of United India Insurance  
Company Limited

**DEPUTY GENERAL MANAGER**

-----  
In the presence of:

Witnesses - 1:

Witnesses - 2:

(a) for & on behalf of (BIDDER'S NAME)

**CHIEF EXECUTIVE OFFICER**

-----  
In the presence of:

Witnesses - 1:

Witnesses - 2:



**ANNEXURE VIII - PERFORMANCE SECURITY**

(Performance Security to be submitted in appropriate Non-judiciary stamp paper only by L1 Bidder)

In consideration of the UNITED INDIA INSURANCE COMPANY LIMITED, having its Registered & Head Office at 24 Whites Road, Chennai – 600 014 (hereinafter call 'THE COMPANY') having agreed to exempt, \_\_\_\_\_(Name of the Bidder and ADDRESS) (hereinafter call 'the said supplier(s)') from the demand, under the terms and conditions of your letter dated \_\_\_\_\_and the Agreement dated \_\_\_\_\_ made between UNITED INDIA INSURANCE COMPANY LIMITED and \_\_\_\_\_(Bidder Name)\_\_\_\_\_ for supply, installation and maintenance of TSP and AA Solution and render associated services (hereinafter called 'the said agreement') of security deposit for the due fulfilment by the said Supplier(s) of the terms and conditions contained in the said agreement, on the production of a BANK Guarantee for Rs. \_\_\_\_\_(Rupees\_\_\_\_\_ only).

This BANK Guarantee shall be valid up to and including three years from

1. We, \_\_\_\_\_(hereinafter referred to as 'the BANK') at the request of \_\_\_\_\_(Supplier(s)) do hereby undertake to pay to the company an amount not exceeding Rs.\_\_\_\_\_caused to or suffered by the Company by reason of any breach by the said Supplier(s) of any of the terms and conditions contained in the said agreement.

2. We, \_\_\_\_\_(Name of the BANK) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the company stating that the amounts claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reasons of breach by the said Supplier(s) of any of the terms and conditions contained in the said Agreement or by reasons of the supplier(s) failure to perform the said agreement. Any such demand made on UIIC shall be conclusive as regards the amount due and payable by the BANK under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.\_\_\_\_\_.

3. We, \_\_\_\_\_(Name of the BANK) undertake to pay to the Company any money so demanded notwithstanding any dispute or dispute raised by the supplier(s) or/Supplier(s) in any suit or proceeding pending before any Court of Tribunal relating hereto our liability under this present being absolute and unequivocal.

4. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the supplier(s) or/supplier(s) shall have no claim against us for making such payment.

5. We, \_\_\_\_\_(Name of the BANK) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the due of the Company be under of/by virtue of the said Agreement have been fully paid and its claim satisfied or discharged by the said supplier(s) and accordingly discharges this guarantee. Unless a demand of claim under this guarantee is made on us in writing on or before the \_\_\_\_\_we shall be discharged from any liability under this guarantee thereafter.

6. We, \_\_\_\_\_ (Name of the BANK) further agree with the Company that the Company 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 said supplier(s) from time to time or to postpone for any time or from time to time any of the powers exercised by the company against the said supplier(s) 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 such variation, or extension being granted by the said Company to the said supplier(s) 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.

7. This guarantee will not be discharged due to the change in the constitution of the BANK or the supplier(s).

8. We \_\_\_\_\_ (Name of the BANK) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the company in writing.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2022.

For \_\_\_\_\_

(Name of the BANK)



**ANNEXURE IX - COMMERCIAL BID FORMAT**

RFP for Selection of Technology Service Provider (TSP) for Supply, Implementation, Customization, Integration and Maintenance of Account Aggregator (AA) Solution for a period of 3 years.

S. No	Description	Quantity/Details	OTC (One Time Cost)/Unit Rate	Year			Total Amount
				Y1	Y2	Y3	
				Amt	Amt	Amt	
1	Enterprise License* Cost		0	X	X	X	0
2	Integration Cost with 1 Account Aggregator		0	X	X	X	0
3	Implementation Cost		0	X	X	X	0
4	ATS Cost (Annual Technical Support)			0	0	0	0
5	Man month cost for development/integration activity **	One resource for 12 months		0	0	0	0
6	Per transaction Cost Charge by TSP where UIIC is FIU***	22,00,000 Transaction		0	0	0	0
7	Per Transaction Cost by AA where UIIC is FIU***	22,00,000 Transaction		0	0	0	0
Total Cost of Ownership (TCO) (Rs.) 0							0

\*Enterprise License would mean - Unlimited Client License for UIIC. Bidder to mention the name and version of the software.

\*\*Man month cost for development/integration activity -One resource for 12 months as above would be considered only for arriving at the successful vendor for awarding the contract. However the payment would be on actual basis on the number of days the resources has been utilized.

\*\*\* A. For the TCO purpose 22 lakh transaction per year would be Considered. However the actual Cost based on the number of transaction would be paid on quarterly basis.

\*\*\* B. If any other costing model provided by the bidder, the same should be mentioned in the format above.(Bidder has the option to specify any of the per transaction or annual charge costing model or any other model available for commercial purpose in the table above)

We abide by following terms and conditions

- For each of the above items provided the vendor is required to provide the cost for every line item where the vendor has considered the cost in UIIC.
- The vendor needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the vendor would need to provide the same without any charge.
- If the cost for any line item is indicated as zero then it will be assumed by UIIC that the said item is provided to UIIC without any cost.
- All Deliverables to be supplied as per requirements provided in the RFP.
- The Service Charges need to include all services and other requirement as mentioned in the RFP.
- The vendor has to make sure all the arithmetical calculations are accurate. UIIC will not be held responsible for any incorrect calculations however for the purpose of calculation UIIC will take the corrected figures / cost.
- All prices to be in Indian Rupee (INR) only. h. Prices quoted by the Vendor should be inclusive of all taxes, duties, levies etc. except GST which will be paid extra at actuals.
- UIIC will deduct applicable TDS, if any, as per the law of the land.

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name





**Masked Commercial Bid Format**

RFP for Selection of Technology Service Provider (TSP) for Supply, Implementation, Customization, Integration and Maintenance of Account Aggregator (AA) Solution for a period of 3 years.

S. No	Description	Quantity/Details	OTC (One Time Cost)/Unit Rate	Year			Total Amount
				Y1	Y2	Y3	
				Amt	Amt	Amt	
1	Enterprise License* Cost		X	X	X	X	X
2	Integration Cost with 1 Account Aggregator		X	X	X	X	X
3	Implementation Cost		X	X	X	X	X
4	ATS Cost (Annual Technical Support)		X	X	X	X	X
5	Man month cost for development/integration activity **	One resource for 12 months	X	X	X	X	X
6	Per transaction Cost Charge by TSP where UIIC is FIU***	22,00,000 Transaction	X	X	X	X	X
7	Per Transaction Cost by AA where UIIC is FIU***	22,00,000 Transaction	X	X	X	X	X
Total Cost of Ownership (TCO) (Rs.) 0							X

\*Enterprise License would mean - Unlimited Client License for UIIC. Bidder to mention the name and version of the software.

\*\*Man month cost for development/integration activity -One resource for 12 months as above would be considered only for arriving at the successful vendor for awarding the contract. However the payment would be on actual basis on the number of days the resources has been utilized.

\*\*\* A. For the TCO purpose 22 lakh transaction per year would be Considered. However the actual Cost based on the number of transaction would be paid on quarterly basis.

\*\*\* B. If any other costing model provided by the bidder, the same should be mentioned in the format above.(Bidder has the option to specify any of the per transaction or annual charge costing model or any other model available for commercial purpose in the table above)

We abide by following terms and conditions

- For each of the above items provided the vendor is required to provide the cost for every line item where the vendor has considered the cost in UIIC.
- The vendor needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the vendor would need to provide the same without any charge.
- If the cost for any line item is indicated as zero then it will be assumed by UIIC that the said item is provided to UIIC without any cost.
- All Deliverables to be supplied as per requirements provided in the RFP.
- The Service Charges need to include all services and other requirement as mentioned in the RFP.
- The vendor has to make sure all the arithmetical calculations are accurate. UIIC will not be held responsible for any incorrect calculations however for the purpose of calculation UIIC will take the corrected figures / cost.
- All prices to be in Indian Rupee (INR) only. h. Prices quoted by the Vendor should be inclusive of all taxes, duties, levies etc. except GST which will be paid extra at actuals.
- UIIC will deduct applicable TDS, if any, as per the law of the land.

Authorized Signatory  
Name:  
Designation:  
Vendor's Corporate Name



**ANNEXURE X - UNDERTAKING FOR NIL DEVIATIONS**

(To be submitted on Company Letterhead)

To  
The Deputy General Manager  
United India Insurance Company Limited,  
Information Technology Department  
Head Office,  
# 19, 4th Lane  
Nungambakkam High Road  
Chennai – 600034

Subject: Undertaking for Nil Deviations for Tender to select TSP and AA Solution.

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.

Date:  
Place:

Signature of Authorized Signatory:  
Name of the Authorized Signatory:  
Designation:  
Name of the Organization:  
Seal:



**ANNEXURE XI - PRE-CONTRACT INTEGRITY PACT**  
**(Bidders to submit integrity pact in Rs. 100/- stamp paper in two copies)**

*(To be submitted in original before tender closing date)*

Ref:

Date:

**1 General**

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at \_\_\_\_\_ place \_\_\_\_\_ on \_\_\_\_\_ day of the month of \_\_\_\_\_, 2022 between United India Insurance Company Limited, having its Head Office at No - 19, 4th Lane, Nungambakkam High Road, Chennai – 600034 (hereinafter called the “BUYER/UIIC”, which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part and M/s. \_\_\_\_\_ represented by Shri./Smt. \_\_\_\_\_, Chief Executive Officer (hereinafter called the “BIDDER/SELLER” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to issue RFP for supply, installation and maintenance of TSP and AA Solution and the BIDDER/SELLER is willing to offer/has offered the services and WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a corporation set up under an Act of Parliament.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealing prior to, during and subsequent to the currency of the contract to be entered into with a view to:

- Enabling the BUYER to obtain the desired said stores/equipment/services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and
- Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption in any form by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

**2 Commitments of the BUYER**

2.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

2.2 The BUYER will during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

2.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and during such a period shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### 3 Commitments of BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contact stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any officials of the BUYER, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe , gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Government.
- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, or has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with contract and the details of services agree upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain or pass on the others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative to any of the officers of the BUYER or alternatively, if any relative of the officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. The term 'relative' for this purpose would be as defined in Section 2 (77) of the Companies Act, 2013.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

#### 4 Previous Transgressions

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### 5 Sanctions for Violations

- 5.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:

- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue
- ii. The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iv. To recover all sums already paid by the BUYER, and in case of Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State bank of India, while in case of a bidder from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the bidder from the buyer in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

v. To encash the advance Bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER along with interest.

vi. To cancel all or any other Contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

vii. To debar the BIDDER from participating in future bidding processes of the buyer or its associates or subsidiaries for minimum period of five years, which may be further extended at the discretion of the BUYER.

viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with BIDDER, the same shall not be opened.

x. Forfeiture of Performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

a. The BUYER will be entitled to take all or any of the actions mentioned at Para 5.1(i) to (x) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

xi. The decision of the BUYER to the effect that a breach of the provision of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

#### **xii. Fall Clause**

a. The BIDDER undertakes that it has not supplied/is not supplying similar products /systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

#### **xiii. Independent Monitors**

a. The BUYER is in the process of appointing Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

b. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

c. The Monitors shall not be subject to instruction by the representatives of the parties and perform their functions neutrally and independently.

d. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

e. As soon as the Monitor notices or has reason to believe, a violation of the Pact, he will so inform the Authority designated by the BUYER.

f. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documents. The same is applicable to Sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

g. The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

h. The Monitor will submit a written report to the designed Authority of the BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

**xiv. Facilitation of Investigation**

In case of any allegation of violation of any provision of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

**xv. Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

**xvi. Other Legal Actions**

The action stipulated in this integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

**xvii. Validity**

- a. The validity of this Integrity Pact shall be from date of its signing and extend up to 3 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later in case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.
- b. Should one or several provisions of the Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

xviii. The parties hereby sign this integrity Pact, at \_\_\_\_\_ on \_\_\_\_\_



(a) for & on behalf of United India Insurance  
Company Limited

**DEPUTY GENERAL MANAGER**

-----  
In the presence of:

Witnesses - 1:

Witnesses - 2:

(a) for & on behalf of (BIDDER'S NAME)

**CHIEF EXECUTIVE OFFICER**

-----  
In the presence of:

Witnesses - 1:

Witnesses - 2:



**ANNEXURE XII - PRE-BID QUERY FORMAT**

Date:

Dear Sir,

Subject: Queries w.r.t. Ref. 000100/HO IT/RFP/495/2022-2023 for "REQUEST FOR PROPOSAL (RFP) FOR Selecting TSP and AA SOLUTION"

S.No.	Page No.	Point / Section	Existing Clause	Query



**ANNEXURE XIII-OFFER COVERING LETTER**

(To be submitted in the Vendor's letter head)

Ref. No:

**To**

The Deputy General Manager  
Information Technology Department  
United India Insurance Company Limited  
Head Office, 19, 4th Lane, Nungambakkam High Road,  
Chennai – 600034

**Subject:** Offer for Tender Ref. No 000100/HO IT/RFP/495/2022-2023 Tender for “Select TSP and AA Solution”

Dear Sir/Madam,

With reference to the above RFP, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer for providing said TSP and AA solution as detailed in your above referred RFP.

Having examined the tender document including all annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer for subject items are in conformity with the said tender in accordance with the schedule of prices indicated in the commercial offer and made part of this offer.

If our offer is accepted, we undertake to provide Technical consultancy / Service support / Guidance for the devices supplied as per the above referred RFP, during warranty support period and AMC (if contracted).

We enclose a Demand Draft /Bank Guarantee in lieu of EMD for INR 2,00,000/- (Rupees Two lakhs only) in favor of United India Insurance Company Limited as EMD.

We agree to abide by this offer till 180 days from the date of opening of Commercial Bid and for such further period as mutually agreed between UIIC and successful bidder, and agreed to in writing by the bidder.

We also agree to keep the Earnest Money Deposit/Bank Guarantee in lieu of EMD during the entire validity period of the tender. However, if we withdraw our offer within the said validity period, you shall have the right to forfeit the EMD/invoke Bank Guarantee in lieu of EMD, without reference to us.

We agree to abide by and fulfil all the terms and conditions of the tender and in default thereof, to forfeit and pay to you or your successors, or authorized nominees such sums of money as are stipulated in the conditions contained in tender together with the return acceptance of the contract.

We accept all the Instructions, Technical Specifications, Terms and Conditions and Scope of Work of the subject RFP. We understand that UIIC is not bound to accept the lowest or any offer UIIC may receive without assigning any reason whatsoever.

Authorized Signatory

Place:

Date:

**ANNEXURE XIV-DETAILS OF PROJECT UNDERTAKEN IN LAST 5 YEARS**

Financial Year	Name of the client	Contact details of Senior Official of the client	Details of Project	Date of award of the Project	Current status of the Project



**CHECKLIST FOR SUBMISSION**

Sr. No.	Eligibility Bid Documents	Format Submission	for	Submitted (Yes/No)
1	Power of Attorney or Board Resolution Letter for Authorized Person for signing bid documents	Board Letter		
2	Format for Letter of Authorization	Annexure I		
3	Bidder Profile	Annexure II		
4	No Blacklist Declaration	Annexure III		
5	Eligibility Criteria for Qualification of Bidders	Annexure IV		
6	Eligibility cum Technical Evaluation sheet	Annexure V		
7	Bank guarantee for EMD (as per format)	Annexure VI		
8	NDA (NON - Disclosure Agreement Format)	Annexure VII		
9	Undertaking for NIL Deviations	Annexure X		
10	Pre-Contract Integrity Pact	Annexure XI		
11	Offer Covering Letter	Annexure XIII		
12	Details of project undertaken in last 5 years.	Annexure XIV		
13	Copy of RFP Duly Signed and Stamped	RFP		
14	Masked Bill of material	Annexure IX without amount		
Sr. No.	Commercial Bid Documents	Format Submission	for	Submitted (Yes/No)
1	Commercial Bid	Annexure IX		