



---

**REQUEST FOR PROPOSAL (RFP) FOR  
SUPPLY /INSTALLATION/  
MAINTENANCE OF DESKTOP  
COMPUTERS**

---

RFP No : 111



**UNITED INDIA INSURANCE CO. LTD**

INFORMATION TECHNOLOGY DEPARTMENT

No. 24, Whites Road, Chennai - 600014



RFP Reference Number	UIIC:HO:IT:2018-19: RFP:111
Release Date of RFP	06.07.2018
RFP Document Fee (Non-Refundable)	Rs.20,000/- (Rupees Twenty thousand Only)
Earnest Money Deposit (EMD) (Refundable)	Rs.30,00,000/- (Rupees Thirty Lakhs Only)
Last Date for Pre-Bid Meeting queries	13.07.2018
Pre-Bid Meeting date & Time	16.07.2018 @ 03:00PM
Last Date & Time of Bid submission (Both Online & Offline)	03.08.2018 @ 03:00PM
Online Bid Submission @	<a href="https://www.tcil-india-electronictender.com">https://www.tcil-india-electronictender.com</a>

Address for Communication & Submission of Bids	Chief Manager Information Technology Department First Floor, United India Insurance Co. Ltd Regd & Head Office No. 24, Whites Road, Chennai 600 014
E-Mail IDs for communication	to: <a href="mailto:hoitinfra@uiic.co.in">hoitinfra@uiic.co.in</a>



**DEFINITION OF TERMS USED IN THIS DOCUMENT**

<b>Company/UIIC/Purchaser</b>	United India Insurance Company Limited
<b>EMD</b>	Earnest Money Deposit
<b>BG</b>	Bank Guarantee
<b>Vendor/Bidder</b>	is a company, which participates in the tender and submits its proposal
<b>Products/equipment</b>	materials, which the Successful Bidder is required to supply/support/ maintain as per this tender
<b>Successful Bidder</b>	a company, which, after the complete evaluation process, gets the Letter of Acceptance
<b>Letter of Acceptance / LOA</b>	the issue of a signed letter by the Purchaser stating its intention to award the work mentioning the total Contract Value
<b>OEM</b>	Original Equipment Manufacturer
<b>SLA</b>	Service Level Agreement



**CONTENTS**

1.	ABOUT THE COMPANY	4
2.	DISCLAIMER	4
3.	INSTRUCTIONS / GUIDELINES TO BIDDERS	4
4.	THE TENDER OFFER	6
5.	EARNEST MONEY DEPOSIT (E.M.D) & TENDER DOCUMENT FEE	6
6.	FORFEITURE OF E.M.D	7
7.	REFUND OF E.M.D	7
8.	THE COMPANY RESERVES THE RIGHT TO	7
9.	REJECTION OF TENDERS	7
10.	VALIDITY OF TENDERS	8
11.	ELIGIBILITY CRITERIA FOR BIDDERS	8
12.	PROCEDURE FOR PROCESSING THE TENDER DOCUMENT	9
13.	GENERAL TERMS	9
14.	CONTRACT / AGREEMENT	10
15.	SECURITY DEPOSIT	10
16.	PRICE	10
17.	WARRANTY AND ON-SITE MAINTENANCE	11
18.	INSPECTION AND TESTS	11
19.	INSURANCE	12
20.	NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER	12
21.	FORMAT AND SIGNING OF BID	12
22.	PUBLICITY	12
23.	ROYALTIES AND PATENTS	12
24.	INDEMNIFICATION	13
25.	LIQUIDATED DAMAGES	13
26.	DELIVERY AND INSTALLATION	14
27.	INSOLVENCY	14
28.	FORCE MAJEURE	14
29.	DISPUTE RESOLUTION	15
30.	WAIVER	15
31.	TERMINATION	16
32.	SCOPE OF WORK	16
33.	PAYMENT TERMS	16
	ANNEXURE 1 – MINIMUM TECHNICAL REQUIREMENTS	17
	ANNEXURE 2 – OFFER COVERING LETTER	18
	ANNEXURE 3 - ELIGIBILITY CRITERIA DECLARATION FORM	19
	ANNEXURE 4 - LETTER OF AUTHORISATION / MANUFACTURER AUTHORISATION FORM	22
	ANNEXURE 5 – DETAILS OF SUPPORT CENTERS	23
	ANNEXURE 6 - UNDERTAKING OF AUTHENTICITY FOR DESKTOPS	25
	ANNEXURE 7 - LETTER OF UNDERTAKING FOR ABIDING THE TERMS AND CONDITION	26
	ANNEXURE 8 - NO BLACKLIST DECLARATION	27
	ANNEXURE 9 – TECHNICAL COMPLIANCE STATEMENT	28
	ANNEXURE 10 - STATEMENT OF NO DEVIATIONS	30
	ANNEXURE 11 - UNPRICED BILL OF MATERIAL (BOM)	31
	ANNEXURE 12 - BANK GUARANTEE FORMAT FOR EMD	32
	ANNEXURE 13 – PRE-CONTRACT INTEGRITY PACT	34
	ANNEXURE 14 – AGREEMENT TO BE SUBMITTED BY L1 BIDDER	40
	ANNEXURE 15 - BID SUBMISSION CHECK LIST – FOR BIDDERS	48

## **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 29 Regional Offices, 8 Large Corporate and Brokers Cells and 2000+ Operating Offices geographically spread throughout India and has over 16000 employees. 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.

## **2. 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 the 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.

## **3. INSTRUCTIONS / GUIDELINES TO BIDDERS**

- a. The UNITED INDIA INSURANCE Co. Ltd. invites bids for the supply, installation and maintenance of Desktop Computers for its Offices across the country.
- b. Tender Bidding Methodology: Sealed Bid System - 'Single Stage- Three Envelopes' [Prequalification, Technical Bid & Commercial Bid].

### **OFFLINE SUBMISSION**

- a) The Tender offer should be submitted in one sealed envelope mentioning “**OFFER FOR DESKTOP COMPUTERS - 2018**”.
- b) Checklist for bid submission is provided in Annexure 15 for the ease of bidders. Bidders are instructed to stick to the checklist.
- c) Failure to submit any of the listed documents will result in outright rejection of the bidder.



### **OFFLINE DOCUMENTS TO BE SUBMITTED**

The sealed envelope must contain:

- a) Bid Submission Check List as per Annexure 15.
- b) Proof of Earnest Money Deposit (EMD) amount deposited in UIIC Account / Bank Guarantee for EMD as per Annexure 12.
- c) Pre-Contract Integrity Pact as per Annexure 13 in stamp paper (2 copies).
- d) Pass Phrase for Prequalification, Technical and Commercial bid (3 pass phrases).

### **ONLINE SUBMISSION**

- a) United India Insurance Co. (UIIC) will engage the services of M/s TCIL (Telecommunications Consultants India Ltd) for the e-bidding services. M/s TCIL will provide all necessary assistance for online bidding on Internet for the interested bidders.
- b) For further instructions regarding submission of bids online the Bidder shall visit the homepage of the portal (<https://www.tcil-india-electronictender.com>).
- c) The relevant tender documents can be purchased/downloaded from the TCIL site with the bidders authorized TCIL ids.
- d) The bidders should mandatorily fill in all relevant details as per the electronic form in TCIL portal in all three sections ie Prequalification, Technical Bid & Commercial Bid and all relevant scanned copies to be attached.
- e) Commercial Bid should be submitted **only in online mode**. No commercial bids submitted offline would be opened.
- f) Failure to submit any of the listed documents will result in outright rejection of the bidder.

### **ONLINE DOCUMENTS TO BE SUBMITTED**

Apart from online template (electronic forms) filling up, the bidders should attach below scanned copies of the following documents in the respective sections.

### **PREQUALIFICATION DOCUMENTS (ONLINE SUBMISSION - SCANNED DOCUMENTS):**

1. Tender Fee submission proof.
2. Offer Covering Letter as per Annexure 2.
3. Eligibility Criteria Declaration Form as per Annexure 3. All supporting documents as detailed in Annexure 3.
4. Letter of Authorisation / Manufacturer Authorisation by Power of Attorney of OEM as per Annexure 4.
5. Proof of Power of Attorney of the OEM.
6. Authorized signatory of the Bidder signing the Bid Documents should be empowered to do so. Proof in the form of letter signed by a Director or Company Secretary to be attached.
7. Details of Support centres as per Annexure 5.
8. Undertaking of Authenticity for desktops as per Annexure 6.
9. Letter of Undertaking for Abiding the Terms and Condition as per Annexure 7.
10. No Blacklisting Declaration as per Annexure 8.



11. Copy of this RFP duly signed and stamped as token of acceptance of all the terms and conditions of this tender.

**TECHNICAL BID DOCUMENTS (ONLINE SUBMISSION - SCANNED DOCUMENTS):**

12. Compliance Statement for the prescribed Technical specifications as per annexure 9. Along with all supporting documents as detailed in Annexure 9.
13. Nil Deviation Statement as per Annexure 10.
14. Unpriced BOM as per Annexure 11.
15. Data Sheet of the quoted Desktop Computer.

**FINANCIAL DOCUMENTS (ONLINE SUBMISSION):**

16. Commercial Bid to be submitted as per the electronic form.

**FINANCIAL BID FORMAT (ONLINE ELECTRONIC FORM)**

Name of the Bidder	Desktop Make & Model	Unit Price * (Rs.) A	Qty B	Total Price* (Rs.) C= A*B
			4000	

\*exclusive of GST/taxes

**4. THE TENDER OFFER**

- a. The Tender Offer as indicated above addressed to **Chief Manager, Information Technology department** and shall be submitted at the **Information Technology Department, First Floor, UNITED INDIA INSURANCE Co. Ltd, Regd. & Head Office, No. 24 - Whites Road, Chennai - 600 014** on or before **3 PM on 03.08.2018**. If the last date for submission of tenders happens to be a holiday due to some unforeseen circumstances, then the tender can be submitted by 11 AM on the next working day.
- b. The case of extension would be applicable only for offline bid submission. No extension would be available for online submission as the link gets disabled after tender submission due date and time.
- c. Bidders are advised to submit online and offline documents well before the due date to avoid any unforeseen circumstances.
- d. Both the Offline and Online Bids would be opened by the Committee constituted by the Company in the presence of bidders who are present at the address given above.

**5. EARNEST MONEY DEPOSIT (E.M.D) & TENDER DOCUMENT FEE**

- a. The intending bidders shall submit Bank Guarantee (REF. Annexure 12: Bank Guarantee Format)/Electronic Credit for EMD of Rs.30,00,000/- (Rupees Thirty Lakhs only)
- b. 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 **12 months**.



- c. In case of Electronic Credit, the E.M.D shall be credited to our Bank Account as given below:

Beneficiary Name	United India Insurance Company Ltd.
IFSC Code	BOFA0CN6215 (Please distinguish alphabet O with 0 (Zero)).
Account No	UIIC000100
Bank Details	Bank of America, 748, Anna Salai, Chennai 600 002.
Remarks	EMDRFP111<Depositor Name>

- d. The EMD will not carry any interest.  
 e. The electronic credit should be effected positively on the day prior to the tender submission date.  
 f. The above account details shall be used for remitting the non-refundable tender document fee as well.  
 g. The Tender document fee should be credited to above account via NEFT. No other payment modes accepted and will be rejected outright.

**6. FORFEITURE OF E.M.D**

The EMD made by the bidder will be forfeited if:

- a. The bidder withdraws the tender after acceptance.  
 b. The bidder withdraws the tender before the expiry of the validity period of the tender.  
 c. The bidder violates any of the provisions of the terms and conditions of this tender specification.  
 d. The successful bidder fails to furnish the required Performance Security within 15 days from the date of receipt of LOA (Letter of Acceptance).

**7. REFUND OF E.M.D**

- a. EMD will be refunded to the successful bidder, only after completion of delivery, installation etc in all respects to the satisfaction of the Purchaser.  
 b. In case of unsuccessful bidders, the EMD will be refunded to them after intimation is sent to them about rejection of their tenders.

**8. THE COMPANY RESERVES THE RIGHT TO**

- a. Accept / Reject any of the Tenders.  
 b. Revise the quantities at the time of placing the order.  
 c. Add, Modify, Relax or waive any of the conditions stipulated in the tender specification wherever deemed necessary.  
 d. Reject any or all the tenders without assigning any reason thereof.  
 e. Award contracts to one or more bidders for the item/s covered by this tender.  
 f. Seek clarifications from the prospective bidders for the purpose of finalizing the tender.

**9. REJECTION OF TENDERS**

The tender is liable to be rejected interalia:

- a. If it is not in conformity with the instructions mentioned herein,



- b. If it is not accompanied by the requisite proof of EMD paid.
- c. If it is not accompanied by the requisite proof of Tender document fee paid.
- d. If it is not properly signed by the bidder,
- e. If it is received after the expiry of the due date and time,
- f. If it is evasive or in complete including non-furnishing the required documents.
- g. If it is quoted for period less than the validity of tender.
- h. If it is received from any blacklisted bidder or whose past experience is not satisfactory.
- i. If all documents as detailed in the RFP are not submitted on time.

## **10. VALIDITY OF TENDERS**

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

## **11. ELIGIBILITY CRITERIA FOR BIDDERS**

- a. The bidder is registered as a company in India as per Companies Act, 1956 and should have been in operation for a period of at least 5 years as on date of RFP. The Certificate of Incorporation issued by the Registrar of Companies is to be submitted. (Documentary proof should be attached).
- b. The Bidder should be original equipment manufacturer (OEM) for Desktop or premium partner / authorized reseller of the Desktops in India. The Bidder must be in position to provide support / maintenance / up gradation during the period of contract with UIICC. Bidder, be it OEM or premium partner /authorized reseller, to submit a letter of authorization / Manufacturer Authorization Form (MAF) as per format provided in Annexure 4 of this RFP.
- c. The Bidder should have an Average Annual Turnover of **Rs.150 Crores** (Rupees One Hundred and Fifty Crores only) in the last three financial years (FY 2015-16, 2016-17 and 2017-18) and this not inclusive of the turnover of associate companies as per the audited accounts. Financial year shall mean an accounting period of 12 months. Figures for an accounting period exceeding 12 months will not be acceptable. Annual reports of FY 2015-16, 2016-17 and 2017-18 should be attached. Bidders who are yet to publish their audited document for the year 2017-18, must submit the provisional/CA certified results for the FY 2017-18. (Documentary proof should be attached).
- d. The bidder has registered positive net profit (after tax) in at least one year in the last three Financial Years (2015-18). Financial year shall mean an accounting period of 12 months. Figures for an accounting period exceeding 12 months will not be acceptable. Bidders who are yet to publish their audited document for the year 2017-18, must submit the provisional/CA certified results for the FY 2017-18. (Documentary proof should be attached).
- e. The Bidder should be an **ISO 9001:2000** certified company. Latest Valid ISO Certificate of the Desktops –manufacturing / Assembly / integration / Delivery /installation / maintenance facilities should be submitted. (Documentary proof should be attached).
- f. Should have executed at least one single order / multiple orders arising out of one tender for supply, installation and support of Desktops/Servers/Peripherals in the BFSI (Banking and Financial Services Industry) segment with value not less than **Rupees Three Crores** during the last three financial years. Purchase order to be submitted.
- g. Should have executed at least one single order / multiple orders arising out of one tender during the last three financial years for supply, installation and support of

Desktops/Servers in more than **200 Locations** in India. Purchase order to be submitted.

- h. The Bidder should have countrywide support service facilities (Owned / Franchise / Resident Engineer) at least in **100 different locations** in Metro/City/Town/village including where UIIC has its Regional Offices (Regional Office details available in company portal and also in annexure of delivery locations). (It may be noted that if a Bidder is having more than one service centre in a location, the same shall be treated as one location only). Documentary proof to be submitted.
- i. The bidder should not have been blacklisted in the last 5 (FIVE) years by any Central Government/State Government / PSU / Banking / Insurance company in India. Bidder to submit the Self Declaration certificate as per Annexure 8.
- j. The bidder should submit a certificate issued by their company secretary or any other competent authority, certifying that all the components/parts/assembly/software quoted/used in the desktops were original/new components/parts/assembly/software, and that no refurbished/duplicate/second hand components/parts/assembly/software were being used or would be used. Bidder to submit the certificate as per format provided in Annexure 6 of the RFP.
- k. The bidder should submit a letter of undertaking stating to agree to abide by all the terms and conditions stipulated by UIIC in the RFP including all annexure, addendum and corrigendum for the supply, installation and maintenance of desktop at UIIC offices located across the Country based on the requirements, specifications, terms and conditions laid down in this Request for Proposal (RFP). Bidder to submit the letter as per format provided in Annexure 7 of the RFP.

## **12. PROCEDURE FOR PROCESSING THE TENDER DOCUMENT**

- a. Tender Bidding Methodology: Sealed Bid System - 'Single Stage- Three Envelopes' [Pre-Qualification, Technical Bid & Commercial Bid].
- b. The bids would be opened by the Committee constituted by the Company in the presence of bidders who are present at the address given above (Section 4). The tender would be opened at **3.30 PM on 03.08.2018**. If the above date happens to be a holiday due to some unforeseen circumstances, then the tender would be opened on the next working day. Same would be intimated to bidders.
- c. The committee will scrutinize both the online and offline documents submitted and failure to submit any documents would lead to outright rejection of the bidder.
- d. Failure to submit any documents as detailed in Section 3 would lead to outright rejection of bids.
- e. The Committee will open the commercial bids (online bid only) of those bidders who qualify both the eligibility criteria (Pre-qualification) and minimum technical requirements (Technical Bid). The date & time of opening the Commercial Bids would be intimated to the qualified bidders.
- f. This procedure is subject to changes, if any and the procedure adopted by the Company for opening the tender shall be final and binding on all the parties.

## **13. GENERAL TERMS**

- a. The successful bidder shall sign the agreement (as per Annexure 14) within **15 days** from the date of issue of Letter of Acceptance (LOA) from UIIC.
- b. The agreement shall be in force for a period of 3 years and 3 months from the date of issue of Purchase Order.

- c. Any pre-bid queries may be communicated through e-mail ([hoitinfra@uiic.co.in](mailto:hoitinfra@uiic.co.in)) and response to query will be by return e-mail.
- d. Any queries reaching us after the pre-bid query timeline will not be entertained.
- e. The offer containing erasures or alterations will not be considered. There shall be no handwritten material, corrections or alterations in the offer.
- f. Addendum/Amendments/Corrigendum, if any, will be communicated through website (TCIL) only. UIIC reserves the right to cancel the tender at any time without incurring any penalty or financial obligation to any bidder.
- g. UIIC reserves its right to carry out factory inspection of the equipment's to be supplied to UIIC at bidder's factory/site/centre. There shall not be any additional charges for such inspection.
- h. UIIC is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, GoI. The policy details are available on the website [www.dcmsme.gov.in](http://www.dcmsme.gov.in)
- i. These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs).
- j. Such MSEs would be entitled for exemption from furnishing tender fee and earnest money deposit (EMD). In case of any issue on the subject matter, the MSE's may approach the tender inviting authority to resolve their grievances.
- k. Agencies/ Bidders desirous of availing exemptions/ preference under above provisions should submit a copy of proof of Registration as MSEs, and ownership of the same by SC/ST if applicable.

#### **14. CONTRACT / AGREEMENT**

- a. The contract/agreement between the Bidder and the Purchaser will be signed in accordance with all the terms and conditions mentioned in this tender document.
- b. The successful bidder has to furnish two copies of the contract/agreement (as per Annexure 14) in a Rs. 100/- stamp paper, with all the above terms and conditions mentioned including the commercials.
- c. The successful bidder has to furnish the duly signed contract/agreement along with the security deposit/performance guarantee for UIIC's counter signature within 15 days from the receipt of LOA.

#### **15. SECURITY DEPOSIT**

The successful tenderer will have to furnish a security deposit to the tune of 10% of the total order value in the form of a Bank Guarantee for **a period of 3 years & 3 months** obtained from a nationalised/scheduled bank for proper fulfilment of the contract. This is to be submitted along with the Agreement (as per Annexure 14) within **15 days** from date of issue of LOA.

#### **16. PRICE**

- a. The bidders should quote only the base price. GST/taxes alone will be paid as actuals.
- b. The price shall be all inclusive of labour cost, ex-factory price per unit, packing, forwarding, freight, transit insurance, Excise duty, road permit charges, other duties, if any, including state levy, delivery, installation, commissioning and testing charges.

- c. 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 agreement signing should be passed on to the Purchaser /Company.
- d. All the items should be quoted in INR (Indian Rupees) only.

#### **17. WARRANTY AND ON-SITE MAINTENANCE**

- a. The Vendor shall provide **Thirty-Six months'** comprehensive **ON-SITE** warranty commencing from the date of installation / Deemed installation.
- b. The service engineer must visit the customer site and service the Desktops when the issue is reported. Onsite diagnosis is expected for all complaints raised by UIC.
- c. Retention of Hard disk after replacement: In case of hard disk failure, the damaged hard disk will not be given to vendor after replacement.
- d. Bidder shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of equipment, accessories etc. covered by the offer. Bidder must warrant all equipment, accessories, spare parts etc., against any manufacturing defects during the warranty period. During the warranty period Bidder shall maintain the equipment and repair/replace all the defective components in our office premises at no additional charge.
- e. During the warranty period, the company may relocate the Hardware from the original location mentioned in the Purchase Order / Agreement for supply to any other location across India and keep the vendor informed so that the vendor can continue to render services at the new location. In case of relocation of Hardware, transportation and other incidental charges will be borne by the Company.

#### **18. INSPECTION AND TESTS**

- a. The Purchaser or its representative shall have the right to inspect and /or to test the Goods to check their conformity to the Contract specifications at no extra cost to the purchaser. The successful bidder shall provide the necessary facilities for such inspection.
- b. The inspections and test may be conducted on the premises of the Supplier, at point of delivery and /or at the final destination. If conducted on the premises of the Supplier all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- c. Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- d. Pre-delivery / acceptance inspection will be carried out by the Purchaser through its staff / consultant at Bidder's factory / warehouse or at any other purchaser's site / location depending on the exigencies of the Purchaser. The Bidder shall keep ready the equipment's for inspection if the inspection is carried out at purchaser's site, the Bidder should provide all assistance including manpower. There shall not be any additional charges for such inspection. However, the purchaser will have the discretion to recover the costs related to travel and stay of its staff / consultants if the hardware offered for inspection is not as per the requirements of the Purchaser.

## **19. INSURANCE**

The Bidder is responsible for acquiring transit insurance for all components. The goods supplied under the Contract shall be fully insured in Indian Rupees.

## **20. NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER**

- a. 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.
- b. 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.

## **21. FORMAT AND SIGNING OF BID**

- a. Proposals submitted in response to this tender must be signed by (in all the pages) the Authorized signatory of the Bidder's organization.
- b. 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 and neatly bind or filed accordingly.
- c. Any interlineations, erasures or overwriting shall be valid only if the person signing the bid counter signs them.
- d. Bids should be spirally bound or fastened securely before submission. Bids submitted in loose sheets will be rejected as non-compliant.
- e. 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.
- f. 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.
- g. 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.

## **22. PUBLICITY**

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

## **23. 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 the Company against any claims thereof.

## **24. INDEMNIFICATION**

- a. The Bidder shall, at its own expense, defend and indemnify UIC against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (Bidder's) employees or agents, or by any other third party resulting from or by any gross negligence and/or wilful default by or on behalf of the Bidder and against any and all claims by employees, workmen, contractors, sub- contractors, suppliers, agent(s), employed, engaged, or otherwise working for the Bidder, in respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.
- b. The Bidder shall indemnify, protect and save UIC and hold UIC 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
  1. a gross negligence and/or wilful default of the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract
  2. breach of any of the terms of this tender document or breach of any representation or warranty by the Bidder
  3. use of the deliverables and or services provided by the Bidder
  4. Infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project.
- c. The Bidder shall further indemnify UIC against any proven loss or damage to UIC's premises or property, etc., due to the gross negligence and/or wilful default of the Bidder's employees or representatives to the extent it can be clearly established that such employees or representatives acted under the express direction of the Bidder.
- d. The Bidder shall further indemnify UIC against any proven loss or damage arising out of loss of data, claims of infringement of third party copyright, patents, or other intellectual property, and third-party claims on UIC for malfunctioning of the equipment at all points of time, provided however,
- e. UIC notifies the Bidder in writing in a reasonable time frame on being aware of such claim
- f. the Bidder has sole control of defence and all related settlement negotiations
- g. UIC provides the Bidder with the assistance, information and authority reasonably necessary to perform the above, and
- h. UIC 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. It is clarified that the Bidder shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to UIC's (and/or its customers, users and service providers) rights, interest and reputation.

## **25. LIQUIDATED DAMAGES**

- a. The liquidated damage is an estimate of the loss or damage that UIC may have suffered due to delay in performance or non-performance of any or all the obligations (under the terms and conditions) of the purchase contract relating to supply, delivery, installation, etc. of the solution by the Bidder and the Bidder shall be liable to pay UIC a fixed amount for each day of delay / non-performance of the obligations by way of liquidated damages. Such liquidated damages shall be limited to the amount paid to Bidder during the warranty period.

- b. 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.
- c. The limit of liability is limited to the total value of purchaser order.

## **26. DELIVERY AND INSTALLATION**

- a. The **delivery time shall be a maximum of EIGHT weeks** from the date of purchase order
- b. In the event of delayed delivery i.e. delivery after the expiry of the delivery period i.e. EIGHT Weeks, the vendor shall be liable to pay a penalty at a percentage on the order value of the delayed hardware of a particular location, subject to a maximum of 5% (five percent) as detailed below.
  1. 1% for the first week;
  2. 2.5% for the second week; and
  3. 5% for the third week and above.
  4. For the purpose of this clause, part of the week is considered as a full week.
- c. The **installation/ commissioning shall be completed within a period of THREE weeks** from the date of delivery at the delivery location.
- d. In the event of delayed Installation i.e. installation after the expiry of the installation period i.e. THREE Weeks, the vendor shall be liable to pay a penalty at a percentage on the order value of the delayed hardware of a particular location, subject to a maximum of 5% (five percent) as detailed below.
  1. 1% for the first week;
  2. 2.5% for the second week; and
  3. 5% for the third week and above.
  4. For the purpose of this clause, part of the week is considered as a full week.
- e. In case the site is not ready for installation, the principle of deemed installation will apply. SNR (Site Not Ready) declaration from respective office(s) should be produced. The hardware supplied will be deemed to have been installed and commissioned on expiry of three weeks from the date of delivery of hardware, if the site is not ready.

## **27. INSOLVENCY**

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

## **28. FORCE MAJEURE**

- a. The parties shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by Force Majeure.
- b. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the parties, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable but does not include

any fault or negligence or carelessness on the part of the parties, resulting in such a situation.

- c. In the event of any such intervening Force Majeure, each party shall notify the other party in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the other party, the party pleading Force Majeure shall continue to perform/render/discharge other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.
- d. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the parties shall hold consultations with each other in an endeavour to find a solution to the problem. Notwithstanding the above, the decision of UIIC shall be final and binding on the Bidder.

## **29. DISPUTE RESOLUTION**

- a. The bids and any contract resulting there from shall be governed by and construed according to the Indian Laws.
- b. 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.
- c. In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then the same shall be resolved as follows:
- d. "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."
- e. The venue of the arbitration shall be Chennai.
- f. The language of arbitration shall be English.
- g. The award shall be final and binding on both the parties.
- h. 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.

## **30. WAIVER**

No failure or delay on the part of any of party relating to the exercise of any right power privilege or remedy provided under the this tender and the subsequent agreement with the other party shall operate as a waiver of such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right, power, privilege or remedy preclude any other or further exercise of such or any other right, power privilege or remedy provided in this tender and subsequent agreement all of which are several and cumulative and are not exclusive of each other or of



any other rights or remedies otherwise available to either party at law or in equity unless such waiver , amendments or modification is in writing and signed by the party against whom enforcement of the waiver, amendment or modification is sought.

### **31. TERMINATION**

UIIC shall be entitled to terminate the agreement/purchase order with the Bidder at any time giving 90 days prior written notice to the Bidder if the Bidder breaches its obligations under the tender document or the subsequent agreement/purchase order and if the breach is not cured within 30 days from the date of notice.

### **32. SCOPE OF WORK**

- a. Delivery, installation, and maintenance of hardware at UIIC-Head Office / Regional Offices/Operating offices as per the attached '*Delivery Location Annexure*'. The '*Delivery Location Annexure*' is the tentative delivery location and the exact delivery location details will be shared along with Purchase Order.
- b. Support for Operating System related problems such as OS Recovery, etc during the warranty period.
- c. The vendor should install additional software if instructed by UIIC before it is dispatched. These software's would be provided by UIIC.
- d. UIIC Logo should be embossed in BIOS.
- e. The Installation engineer to install any additional software as instructed by UIIC at the time of installation in respective offices.
- f. Call Centre nos. and Email Address should be pasted in the CPU.

### **33. PAYMENT TERMS**

- a) No advance payment shall be made in any case.
- b) All payments will be made to the Bidder in Indian Rupees only.
- c) The payments will be made only after the completion of installation/commissioning/deemed installation. Any delay in achievement of the milestones or deliverables will result in further delay of the payment.
- d) The VENDOR recognizes that all payments to the VENDOR under this RFP and subsequent agreement are linked to and dependent on successful completion of delivery and installation/commissioning/ deemed installation of the Desktop Computers as set out in the project plan and therefore any delay in achievement of such milestones / deliverables / activities shall automatically result in delay of such corresponding payment.
- e) Any objection / dispute to the amounts invoiced in the bill shall be raised by UIIC within reasonable time from the date of receipt of the invoice.
- f) All out of pocket expenses, travelling, boarding and lodging expenses for the entire term of this RFP and subsequent agreement is included in the amounts and the Bidder shall not be entitled to charge any additional costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc.
- g) The company also reserves the right to prescribe additional documents for release of payments and the bidder shall comply with the same.
- h) The bidder shall cover the entire scope of services mentioned and deliver all the 'deliverables' as mentioned under the scope of work.
- i) **All bills in ORIGINAL along with delivery challan and installation report should be submitted at Head Office-IT Department for releasing payment. All bills and invoices in original should be submitted at Head Office- IT dept.**



**ANNEXURE 1 – MINIMUM TECHNICAL REQUIREMENTS**

SL NO	DESCRIPTION	DETAILS
1	PROCESSOR	Intel Core i3-7100T or higher / AMD A10-9700E Processor or higher with TDP not more than 35W
2	MEMORY	4GB (1*4GB) DDR4 RAM @ 2400 MHz or better upgradable up to 32GB OR more with minimum 2 SO DIMM slots
3	CHIPSET	Intel B250 or better Chipset / AMD B300 or better Chipset
4	MOTHERBOARD	OEM mother board with embossed OEM logo (no sticker)
5	HARD DISK DRIVE	[500GB-2.5"-SATA III 6.0Gbps -7200 RPM HDD] or higher with Pre-Configured 3 partitions at OEM factory
6	NETWORK	Integrated Ethernet LAN 10/100/1000, Wireless LAN 802.11ac
7	DISPLAY/MONITOR	19.5" or higher OEM make TCO 7.0 Certified TFT Monitor with minimum resolution of 1440 x 900 or higher with Aspect Ratio of 16:9 and with power adapter. Provision to mount CPU behind monitor.
8	GRAPHICS	Integrated HD Graphics
9	KEYBOARD	104 Keys or Higher USB Keyboard, OEM Make.
10	MOUSE	USB 2 Button Optical scroll mouse, OEM make
11	PORTS	6 USB Ports with minimum 3 USB 3.1 / 3.0 Ports ; 1 RJ-45; 1 HDMI 1.4/Display port; 1 VGA Port.
12	FORM FACTOR	Maximum Chassis Volume- 1.5 Litre (with VESA standard necessary mounting for mounting the CPU behind the monitor)
13	OPERATING SYSTEM	Microsoft Windows 10 Pro 64-bit (English Version) latest Service Pack. Windows 10 Pro Product Keys should be embedded in the BIOS. Windows 10 Professional (64 bit) Original OS CDs along with Recovery Media to be provided.
14	POWER SUPPLY	65W external adapter.
15	COMPLIANCE	Energy Star 6.1 Compliant. EPEAT certification. ROHS(Restriction of Hazardous Substances) / U/L / FCC Compliant
16	SECURITY FEATURES	TPM 2.0, Password protected BIOS. Slot for locking CPU with monitor using lock with minimum 2 keys (Kensington/similar lock). Lock with keys should be provided by bidder.
17	WARRANTY	3 Years On-Site Comprehensive Warranty Including OS Support like Recovery of OS after Crash.
18	ADDITIONAL	UIIC Logo should be embedded in BIOS Call Centre nos. and Email Address should be pasted in the CPU. Product Brochure should be available in OEM portal. The above specifications will be vetted against the document in OEM portal. Product Drivers should be available in OEM portal.



**ANNEXURE 2 – OFFER COVERING LETTER**

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

Ref. No:

To

The Chief Manager  
 Information Technology Department  
 United India Insurance Company Limited  
 Head Office, 24, Whites Road  
 Chennai – 600014

Subject: Offer for Tender Ref. No. UIIC:HO:IT:2018-19: RFP:111 “Tender for supply, installation and maintenance of Desktop Computers”

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 Hardware as detailed in your above referred RFP.

We confirm that the offer is in conformity with the terms and conditions as mentioned in the above-cited RFP and agree to all the terms and conditions of the RFP and subsequent amendments made, if any.

We also understand that the UIIC is not bound to accept the bid / offer either in part or in full and that the company has right to reject the bid / offer in full or in part or cancel the entire tendering process without assigning any reasons whatsoever.

We furnish hereunder the details of Demand Draft / Bank guarantee in lieu of EMD submitted towards RFP document fees and EMD Amount.

Description	Amount in INR	NEFT/BG Details	Date of issue	Name of Bank & Branch
Cost of Bid Document	20,000/-			
EMD/ Bank Guarantee Amount	30,00,000/-			

Authorized Signatory

Name and Designation

Office Seal

Place:

Date:



**ANNEXURE 3 - ELIGIBILITY CRITERIA DECLARATION FORM**

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

SL No	Eligibility Criteria as per RFP	Remarks (to be filled by bidder)	Documentary proof submitted (Yes/No)
1	The bidder is registered as a company in India as per Companies Act, 1956 and should have been in operation for a period of at least 5 years as on date of RFP. The Certificate of Incorporation issued by the Registrar of Companies is to be submitted. (Documentary proof should be attached).		
2	The Bidder should be original equipment manufacturer (OEM) for Desktop or premium partner / authorized reseller of the Desktops in India. The Bidder must be in position to provide support / maintenance / up gradation during the period of contract with UIIC. Bidder, be it OEM or premium partner /authorized reseller, to submit a letter of authorization / Manufacturer Authorization Form (MAF) as per format provided in Annexure 4 of this RFP.		
3	The Bidder should have an Average Annual Turnover of <b>Rs.150 Crores</b> (Rupees One Hundred and Fifty Crores only) in the last three financial years (FY 2015-16, 2016-17 and 2017-18) and this not inclusive of the turnover of associate companies as per the audited accounts. Financial year shall mean an accounting period of 12 months. Figures for an accounting period exceeding 12 months will not be acceptable. Annual reports of FY 2015-16, 2016-17 and 2017-18 should be attached. Bidders who are yet to publish their audited document for the year 2017-18, must submit the provisional/CA certified results for the FY 2017-18. (Documentary proof should be attached).	<Annual Turn Over 2015-16>	<Average Annual Turnover in the last three financial years (FY 2015-16, 2016-17 and 2017-18) >
		<Annual Turn Over 2016-17>	
		<Annual Turn Over 2017-18>	
4	The bidder has registered positive net profit (after tax) in at least one year in the last three Financial Years (2015-18). Financial year shall mean an accounting period of 12 months. Figures for an accounting period exceeding 12 months will not be	net profit (after tax) in FY 2015-16	
		net profit (after tax) in FY 2016-17	



	acceptable. Bidders who are yet to publish their audited document for the year 2017-18, must submit the provisional/CA certified results for the FY 2017-18. (Documentary proof should be attached).	net profit (after tax) in FY 2017-18	
5	The Bidder should be an <b>ISO 9001:2000</b> certified company. Latest Valid ISO Certificate of the Desktops –manufacturing / Assembly / integration / Delivery /installation / maintenance facilities should be submitted. (Documentary proof should be attached).		
6	Should have executed at least one single order / multiple orders arising out of one tender for supply, installation and support of Desktops/Servers/Peripherals in the BFSI (Banking and Financial Services Industry) segment with value not less than <b>Rupees Three Crores</b> during the last three financial years. Purchase order to be submitted.		
7	Should have executed at least one single order / multiple orders arising out of one tender during the last three financial years for supply, installation and support of Desktops/Servers in more than <b>200 Locations</b> in India. Purchase order to be submitted.		
8	The Vendor should have countrywide support service facilities (Owned / Franchise / Resident Engineer) at least in <b>100 different locations</b> in Metro/City/Town/village including where UIIC has its Regional Offices (Regional Office details as per Annexure 5). (It may be noted that if a Vendor is having more than one service centre in a location, the same shall be treated as one location only). Documentary proofs along with Annexure 5 to be submitted.		
9	The bidder should not have been blacklisted in the last 5 (FIVE) years by any Central Government/State Government / PSU / Banking / Insurance company in India. Bidder to submit the Self Declaration certificate as per Annexure 8		
10	The bidder should submit a certificate issued by their company secretary or any other competent authority, certifying that all the components/parts/assembly/software quoted/used in the desktops were		



	<p>original/new components/parts/assembly/software, and that no refurbished/duplicate/second hand components/parts/assembly/software were being used or would be used. Bidder to submit the certificate as per format provided in Annexure 6 of the RFP.</p>		
<p>11</p>	<p>The bidder should submit a letter of undertaking stating to agree to abide by all the terms and conditions stipulated by UIIC in the RFP including all annexure, addendum and corrigendum for the supply, installation and maintenance of desktop at UIIC offices located across the Country based on the requirements, specifications, terms and conditions laid down in this Request for Proposal (RFP). Bidder to submit the letter as per format provided in Annexure 7 of the RFP.</p>		

Authorized Signatory

Name Designation

Office Seal

Place:

Date:



**ANNEXURE 4 - LETTER OF AUTHORISATION / MANUFACTURER AUTHORISATION FORM**

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

Ref. No:

To

The Chief Manager  
 Information Technology Department  
 United India Insurance Company Limited  
 Head Office, 24, Whites Road  
 Chennai – 600014

Subject: Offer for Tender Ref. No. UIIC:HO:IT:2018-19: RFP:111 “Tender for supply, installation and maintenance of Desktop Computers”

Dear Sir/Madam,

We OEM of the Desktops hereby authorize M/s. \_\_\_\_\_ (name of the company with address) to quote prices for the following components of the hardware etc invited vide its Tender UIIC:HO:IT:2018-19: RFP:111 dated 06.07.2018.

WE (Name of the OEM) also confirm the following:

- a) Technical specification of the Desktops / equipment quoted by the bidder meets the specifications stipulated in the above-cited RFP.
- b) In the event of bidder, not providing services or services provided by the bidder is not adequate, and then the same shall be provided to UIIC at the same terms and conditions of the RFP directly or through other partners / authorized resellers equivalent to the bidder.
- c) The Desktops / equipment's for which the bid is submitted are for latest / running models and are not marked to be withdrawn during the next 12 months.
- d) Spares for the Desktops / equipment quoted by the bidder will be available for at least 5 years from the date of delivery of the Desktops / equipment.
- e) Delivery schedule stipulated in the RFP will be strictly adhered to.

Authorized Signatory

Name and Designation

Office Seal

Place:

Date:

Note: The authorized signatory should be the holder of The Power of Attorney of the OEM. The proof of Power of Attorney to be attached.



**ANNEXURE 5 – DETAILS OF SUPPORT CENTERS**

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

SI No	Regional Office	Contact details with names , address , contact Number, e-mail ID etc.	Specify whether direct service centers or exclusive franchisee service centers or authorized service centers	Number of Service Engineers attached
1	CHENNAI			
2	RO 1 MUMBAI			
3	RO KOLKATA			
4	RO 1 NEW DELHI			
5	RO HYDERABAD			
6	RO AHMEDABAD			
7	RO BANGALORE			
8	RO LUCKNOW			
9	RO MADURAI			
10	RO KOCHI			
11	RO CHANDIGARH			
12	RO 2 MUMBAI			
13	RO GUWAHATI			
14	RO JAIPUR			
15	RO VISAKHAPATNAM			
16	RO PUNE			
17	RO COIMBATORE			
18	RO VADODARA			
19	RO BHOPAL			
20	RO LUDHIANA			
21	RO PATNA			
22	RO 2 NEW DELHI			
23	RO NAGPUR			
24	RO HUBLI			
25	DEHRADUN RO			
26	RO BHUBANESWAR			
27	RO RAIPUR			
28	RO PONDICHERRY			
29	JODHPUR RO			
30	List other service centers here			





31				
32				
33				

Authorized Signatory

Name Designation

Office Seal

Place:

Date:

UIIC



**ANNEXURE 6 - UNDERTAKING OF AUTHENTICITY FOR DESKTOPS**

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

Ref. No:

To

The Chief Manager  
Information Technology Department  
United India Insurance Company Limited  
Head Office, 24, Whites Road  
Chennai – 600014

Subject: Offer for Tender Ref. No. UIC:HO:IT:2018-19: RFP:111 “Tender for supply, installation and maintenance of Desktop Computers”

Dear Sir/Madam,

With reference to the Desktops being supplied /quoted to you in response to the above RFP, we hereby undertake that all the components / parts / assembly / software used in the hardware under the above like Processor, Mother Board, Memory, Hard disk, Monitor, SMPS etc shall be original new components/parts/ assembly /software only, from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts / assembly / software are being used or shall be used.

We also undertake that in respect of licensed operating system if asked for by you in the RFP, the same shall be supplied along with the authorized license certificate (eg: Product Keys on Certification of Authenticity in case of Microsoft Windows Operating System) and also that it shall be sourced from the authorized source (eg: Authorized Microsoft Channel in case of Microsoft Operating System).

Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM supplier’s at the time of delivery or within a reasonable time. In case of default and we are unable to comply with above at the time of delivery or during installation, for the IT Hardware/Software already billed, we agree to take back the Desktops without demur, if already supplied and return the money if any paid to us by you in this regard.

We also take full responsibility of both Parts & Service SLA as per the content even if there is any defect by our authorized Service Centre/ Reseller/SI etc.

Authorized Signatory

Name Designation

Office Seal

Place:

Date:



**ANNEXURE 7 - LETTER OF UNDERTAKING FOR ABIDING THE TERMS AND CONDITION**

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

Ref. No:

To

The Chief Manager,  
Information Technology Department,  
First Floor, United India Insurance Co. Ltd,  
Regd. & Head office, No.24, Whites Road,  
Chennai – 600014

Offer for Tender Ref. No. UIIC:HO:IT:2018-19: RFP:111 “Tender for supply, installation and maintenance of Desktop Computers”

Dear Sir,

1. We hereby confirm that we agree to all the RFP terms and conditions of the RFP UIIC:HO:IT:2018-19: RFP:111 dated 06.07.2018, its Annexures, amendments made to the RFP without any pre-conditions. Any presumptions, assumptions, deviations given or attached as part of technical document be treated as null and void.

2. We also agree that you are not bound to accept the lowest or any bid received and you may reject all or any bid without assigning any reason or giving any explanation whatsoever.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

Authorized Signatory

Name Designation

Office Seal

Place:

Date:



**ANNEXURE 8 - NO BLACKLIST DECLARATION**

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

Ref. No:

To

The Chief Manager,  
Information Technology Department,  
First Floor, United India Insurance Co. Ltd,  
Regd. & Head office, No.24, Whites Road,  
Chennai – 600014

Offer for Tender Ref. No. UIIC:HO:IT:2018-19: RFP:111 “Tender for supply, installation and maintenance of Desktop Computers”

Dear Sir/Madam,

We do hereby declare and affirm that we have not been blacklisted by Central / any State Government / PSU's or any regulatory bodies in the last 5 (FIVE) years as on the date of bid submission.

Authorized Signatory

Name Designation

Office Seal

Place:

Date:



**ANNEXURE 9 – TECHNICAL COMPLIANCE STATEMENT**

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

SL NO	DESCRIPTION	DETAILS	Details/Yes/No
1	PROCESSOR	Intel Core i3-7100T or higher / AMD A10-9700E Processor or higher with TDP not more than 35W	
2	MEMORY	4GB (1*4GB) DDR4 RAM @ 2400 MHz or better upgradable up to 32GB OR more minimum 2 SO DIMM slots	
3	CHIPSET	Intel B250 or better Chipset / AMD B300 or better Chipset	Name the chipset
4	MOTHERBOARD	OEM mother board with embossed OEM logo (no sticker)	
5	HARD DISK DRIVE	[500GB-2.5" -SATA III 6.0Gbps -7200 RPM HDD] or higher with Pre- Configured 3 partitions at OEM factory	
6	NETWORK	Integrated Ethernet LAN 10/100/1000, Wireless LAN 802.11ac	
7	DISPLAY/MONITOR	19.5" or higher OEM make TCO 7.0 Certified TFT Monitor with minimum resolution of 1440 x 900 or higher with Aspect Ratio of 16:9 and with power adapter. Provision to mount CPU behind monitor.	Name the monitor model
8	GRAPHICS	Integrated HD Graphics	
9	KEYBOARD	104 Keys or Higher USB Keyboard, OEM Make.	
10	MOUSE	USB 2 Button Optical scroll mouse, OEM make	
11	PORTS	6 USB Ports with minimum 3 USB 3.1 / 3.0 Ports ; 1 RJ-45; 1 HDMI 1.4/Display port; 1 VGA Port.	
12	FORM FACTOR	Maximum Chassis Volume- 1.5 Litre (with VESA standard necessary mounting for mounting the CPU behind the monitor)	
13	OPERATING SYSTEM	Microsoft Windows 10 Pro 64-bit (English Version) latest Service Pack. Windows 10 Pro Product Keys should be embedded in the BIOS. Windows 10 Professional (64 bit) Original OS CDs along with Recovery Media to be provided	
14	POWER SUPPLY	65W external adapter.	
15	COMPLIANCE	Energy Star 6.1 Compliant. EPEAT certification. ROHS(Restriction of Hazardous Substances) / U/L / FCC Compliant	Submit relevant documents to substantiate.
16	SECURITY FEATURES	TPM 2.0, Password protected BIOS. Slot for locking CPU with monitor using lock with minimum 2 keys (Kensington/similar lock). Lock with keys should be provided by bidder.	Submit relevant documents to substantiate.
17	WARRANTY	3 Years On-Site Comprehensive Warranty Including OS Support like Recovery of OS after Crash.	



18	ADDITIONAL	UIIC Logo should be embedded in BIOS Call Centre nos. and Email Address should be pasted in the CPU. Product Brochure should be available in OEM portal. The above specifications will be vetted against the document in OEM portal. Product Drivers should be available in OEM portal.	
----	------------	---	--

Authorized Signatory

Name Designation

Office Seal

Place:

Date:





**ANNEXURE 10 - STATEMENT OF NO DEVIATIONS**

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

Ref. No:

To

The Chief Manager,  
Information Technology Department,  
First Floor, United India Insurance Co. Ltd,  
Regd. & Head office, No.24, Whites Road,  
Chennai – 600014

Offer for Tender Ref. No. UIIC:HO:IT:2018-19: RFP:111 “Tender for supply, installation and maintenance of Desktop Computers”

Dear Sir,

There are no deviations (null deviations) from the terms and conditions of the tender including the required minimum technical specifications. All the terms and conditions of the tender are acceptable to us.

Yours faithfully,

Authorized Signatory

Name Designation

Office Seal

Place:

Date:



**ANNEXURE 11 - UNPRICED BILL OF MATERIAL (BOM)**

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

SL NO	NEW EQUIPMENT- UNPRICED BOM			
1	QTY	OEM MAKE	OEM MODEL	PART NO (IF ANY)
2				
3				
4				
5				
6				

\*This should include all materials being part of the bidding (monitor, CPU, keyboard, mouse etc)

Authorized Signatory

Name Designation

Office Seal

Place:

Date:





**ANNEXURE 12 - BANK GUARANTEE FORMAT FOR EMD**

To

United India Insurance Co. Ltd,  
 Regd. & Head Office  
 No.24, Whites Road, Chennai – 600014

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

THE CONDITIONS of this obligation are:

- If the Bidder/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 days from the letter of acceptance.

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

This guarantee will remain in force up to and including **12 months** 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 Rs. **30,00,000/-**
2. This Bank guarantee will be valid upto ..... (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)

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.

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

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





**ANNEXURE 13 – PRE-CONTRACT INTEGRITY PACT**  
(Bidders to submit 2 (two) copies of integrity pact in stamp paper)

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 \_\_\_\_\_, 2018 between United India Insurance Company Limited, having its Head Office at 24, Whites Road, Chennai – 600 014 (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 Renewal of Oracle Annual Technical Support Services 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, favour 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, favour, 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, favour, 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 favour or disfavour 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 defence 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 filing 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 Transgression**

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 Earnest Money (Security Deposit)**

5.1 While submitting commercial bid, the BIDDER shall deposit an amount \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as Earnest Money/Security Deposit, with the BUYER through any of the following instrument.

- (i) in the form of electronic credit only to UIIC Bank Account.
- (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER immediately on demand without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- (iii) The Earnest Money/Security Deposit shall be valid for a period of \_\_\_\_\_ months OR the complete conclusion of the contractual obligation to the complete satisfaction of both the buyer and bidder, including the warranty period, whichever is later.
- (iv) In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provision of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- (v) No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.
- (vi) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER immediately on demand without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

## **6 Sanctions for Violations**

- 6.1 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.
- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(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.
- 6.3 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.

## **7 Fall Clause**

- 7.1 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.

## **8 Independent Monitors**

- 8.1 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.
- 8.2 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.
- 8.3 The Monitors shall not be subject to instruction by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 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
- 8.6 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 Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality
- 8.7 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
- 8.8 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.

## **9 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.

## **10 Law and Place of Jurisdiction**

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

## **11 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.

## **12 Validity**

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 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.



12.2 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.

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

BUYER

BIDDER

Name of the Officer

Designation

UIIC

Witness

1. \_\_\_\_\_

2. \_\_\_\_\_

CHIEF EXECUTIVE OFFICER

Witness

1. \_\_\_\_\_





**ANNEXURE 14 – AGREEMENT TO BE SUBMITTED BY L1 BIDDER**

&lt;to be submitted by L1 bidder along with performance guarantee&gt;

Rs.100 stamp paper

This Agreement entered into at Chennai on this \_\_\_\_\_ day of 2018 BETWEEN < Vendor Name > \_\_\_\_\_ company registered under the Companies Act, 1956 and having its registered office at \_\_\_\_\_ ( Vendor Address)

hereinafter referred to as the **VENDOR/SUPPLIER** and UNITED INDIA INSURANCE COMPANY LIMITED, a company registered under the Companies Act, 1956 and having its registered office at # 24, Whites Road, Chennai-600014, hereinafter referred to as the **PURCHASER/COMPANY/UIIC**

WHEREAS the Purchaser had called for tenders from various companies for the supply of 4000 nos. of Desktop Computers; and

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

WHEREAS the Purchaser is desirous of placing orders for purchase of 4000 nos. of Desktop Computers; and

WHEREAS the vendor had agreed to affect supplies of 4000 nos. of Desktop Computers to the Purchaser as per the terms and conditions mentioned herein below:

NOW THEREFORE THIS DEED WITNESSETH:

**1. PERIOD OF AGREEMENT:**

1.1 This Agreement is valid till the expiry of on-site comprehensive warranty. However, the period of Agreement may be extended by mutual consent.

1.2 That the Vendor hereby agrees to effect supplies of 4000 nos. of Desktop Computers as listed out in Annexures (Delivery Location List Annexure, Technical Requirement Annexure, Commercial Annexure) of this Agreement as and when Purchase Orders are placed by the Purchaser/Company at the prices specified therein till the tender validity period.

**2. PRICE:**

2.1 That the prices for 4000 nos. of Desktop Computers as specified in Annexure \_\_ to this Agreement shall not be subject to any escalation. The purchaser shall be entitled to all the benefits arising out of any reduction in prices due to any reason whatsoever before the delivery is effected and the vendor hereby agrees to pass on such benefits to the purchaser.

2.2 That the prices specified in Annexure-\_\_ to this agreement shall be inclusive of Ex-factory price per unit, packing, forwarding, freight, transit insurance, excise duty and other duties if any, including delivery, installation, commissioning & testing charges. GST/taxes as applicable alone would be reimbursed as shown in the invoice.

2.3 In the event of any reduction in Duties and Taxes, the vendor hereby agrees to pass on the benefit to the purchaser.

2.4 In the event of any increase in duties and taxes, there shall be no escalation in prices and in case the said increase in duties and taxes are substantial and thus beyond the level of absorption of the vendor then the same shall be mutually discussed and shared at a proportion to be agreed to between the parties.

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

### 3. PERFORMANCE SECURITY :

3.1 The Vendor shall furnish a performance security to the tune of 10% of the total order value of this Agreement for proper fulfilment of the contract in the form of Bank Guarantee for a period of **three years and three months** obtained from a nationalized/scheduled bank.

3.2 This Bank Guarantee shall be released on the expiry of the period of warranty and on site maintenance as mentioned in Clause 5 of this agreement.

3.3 This Bank Guarantee shall be invoked by the Company/Purchaser in the event of a breach of contract by the supplier / Vendor or default by the supplier/Vendor or Termination of the agreement/ Purchase Order.

### 4. DELIVERY, INSTALLATION AND LIQUIDATED DAMAGES (PENALTY):

4.1 The liquidated damage is an estimate of the loss or damage that UIIC may have suffered due to delay in performance or non-performance of any or all the obligations (under the terms and conditions) of the purchase contract relating to supply, delivery, installation, etc. of the solution by the VENDOR and the VENDOR shall be liable to pay UIIC a fixed amount for each day of delay / non-performance of the obligations by way of liquidated damages. Such liquidated damages shall be limited to the amount paid to VENDOR during the warranty period.

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

4.3 The limit of liability is limited to the total value of purchaser order.

4.4 The Vendor shall effect delivery of all items specified in Annexure (Commercial and Technical annexures) of this Agreement at the offices of the Purchaser/Company.

4.5 List of Offices of the Purchaser is specified in Annexure \_\_ of this Agreement for delivery of the Hardware

4.6 The **delivery time shall be a maximum of EIGHT weeks** from the date of purchase order.



4.7 In the event of delayed delivery i.e. delivery after the expiry of the delivery period i.e. EIGHT Weeks, the vendor shall be liable to pay a penalty at a percentage on the order value of the delayed hardware of a particular location, subject to a maximum of 5% (five percent) as detailed below.

- 4.7.1 1% for the first week;
- 4.7.2 2.5% for the second week; and
- 4.7.3 5% for the third week and above.
- 4.7.4 For the purpose of this clause, part of the week is considered as a full week.

4.8 The **installation/ commissioning shall be completed within a period of THREE weeks** from the date of delivery at the delivery location.

4.9 In the event of delayed Installation i.e. installation after the expiry of the installation period i.e. THREE Weeks, the vendor shall be liable to pay a penalty at a percentage on the order value of the delayed hardware of a particular location, subject to a maximum of 5% (five percent) as detailed below.

- 4.9.1 1% for the first week;
- 4.9.2 2.5% for the second week; and
- 4.9.3 5% for the third week and above.
- 4.9.4 For the purpose of this clause, part of the week is considered as a full week.

4.10 In case the site is not ready for installation, the principle of deemed installation will apply for releasing the payment on submission of SNR (Site Not Ready) declaration from respective office(s). The hardware supplied will be deemed to have been installed and commissioned on expiry of three weeks from the date of delivery of hardware, if the site is not ready.

## 5. WARRANTY AND ON-SITE MAINTENANCE:

- 5.1 The Vendor shall provide **Thirty-Six months'** comprehensive **ON-SITE** warranty commencing from the date of installation / Deemed installation.
- 5.2 The service engineer must visit the customer site and service the Desktops when the issue is reported. Onsite diagnosis is expected for all complaints raised by UIIC.
- 5.3 Retention of Hard disk after replacement: In case of hard disk failure, the damaged hard disk will not be given to vendor after replacement.
- 5.4 Vendor shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of equipment, accessories etc. covered by the offer. Vendor must warrant all equipment, accessories, spare parts etc., against any manufacturing defects during the warranty period. During the warranty period VENDOR shall maintain the equipment and repair/replace all the defective components in our office premises at no additional charge.
- 5.5 During the warranty period, the company may relocate the Hardware from the original location mentioned in the Purchase Order / Agreement for supply to any other location across India and keep the vendor informed so that the vendor can continue to render services at the new location. In case of relocation of Hardware, transportation and other incidental charges will be borne by the Company.

## 6. PAYMENT TERMS:

- 6.1 No advance payment shall be made in any case by UIIC.
- 6.2 All payments will be made to the VENDOR in Indian Rupees only.
- 6.3 The payments will be made only after the completion of installation/commissioning/deemed installation. Any delay in achievement of the milestones or deliverables will result in further delay of the payment.
- 6.4 The VENDOR recognizes that all payments to the VENDOR under this RFP and subsequent agreement are linked to and dependent on successful completion of delivery and installation/commissioning/ deemed installation of the Desktop Computers as set out in the project plan and therefore any delay in achievement of such milestones / deliverables / activities shall automatically result in delay of such corresponding payment.
- 6.5 Any objection / dispute to the amounts invoiced in the bill shall be raised by UIIC within reasonable time from the date of receipt of the invoice.
- 6.6 All out of pocket expenses, travelling, boarding and lodging expenses for the entire term of this RFP and subsequent agreement is included in the amounts and the VENDOR shall not be entitled to charge any additional costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc.
- 6.7 The company also reserves the right to prescribe additional documents for release of payments and the VENDOR shall comply with the same.
- 6.8 The VENDOR shall cover the entire scope of services mentioned and deliver all the 'deliverables' as mentioned under the scope of work.
- 6.9 All bills in ORIGINAL along with delivery challan and installation report should be submitted at Head Office-IT Dept for releasing payment. All bills and invoices in original should be submitted at Head Office- IT dept.

## 7. LIMITATION OF LIABILITY:

- 7.1 The limitation of liability on any default of vendor will not be more than the purchase order value of products.

## 8. PRE-DISPATCH INSPECTION (PDI) AND TESTS:

- 8.1 The Purchaser or its representative shall have the right to inspect and /or to test the Goods to check their conformity to the Contract specifications at no extra cost to the purchaser. The successful VENDOR shall provide the necessary facilities for such inspection.
- 8.2 The inspections and test may be conducted on the premises of the Supplier, at point of delivery and /or at the final destination. If conducted on the premises of the Supplier all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- 8.4 Pre-delivery / acceptance inspection will be carried out by the Purchaser through its staff / consultant at VENDOR's factory / warehouse or at any other purchaser's site / location depending on the exigencies of the Purchaser. The VENDOR shall keep ready the equipment's for inspection if the inspection is carried out at purchaser's site, the VENDOR should provide all assistance including manpower. There shall not be any additional charges for such inspection. However, the purchaser will have the discretion to recover the costs

related to travel and stay of its staff / consultants if the hardware offered for inspection is not as per the requirements of the Purchaser.

#### **9. ROYALTIES AND PATENTS:**

The prices specified in Annexure I to this Agreement shall be deemed to be inclusive of any royalties or patents or the charges for the use or infringement thereof that may be involved in the contract. The vendor hereby agrees to protect the Purchaser against any claims thereof.

#### **10. DSIPUTE RESOLUTION:**

- 10.1 The bids and any contract resulting there from shall be governed by and construed according to the Indian Laws.
- 10.2 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.
- 10.3 In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then the same shall be resolved as follows:
- 10.4 "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."
- 10.5 The venue of the arbitration shall be Chennai.
- 10.6 The language of arbitration shall be English.
- 10.7 The award shall be final and binding on both the parties.
- 10.8 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.

#### **11. FORCE MAJEURE:**

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



and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.

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

## **12. TIME IS THE ESSENCE OF THIS AGREEMENT:**

It is hereby specifically agreed to between the parties that time is the essence of this Agreement.

## **13. REFUND OF EARNEST MONEY DEPOSIT (EMD):**

EMD will be refunded to the successful bidder, only after completion of delivery, installation etc in all respects to the satisfaction of the Purchaser. The EMD will not carry any interest.

## **14. FORFEITURE OF EMD:**

14.1 The bidder withdraws the tender after acceptance.

14.2 If the vendor violates any of the provisions of the terms and conditions of this agreement, then its EMD will be forfeited.

14.3 The VENDOR withdraws the tender before the expiry of the validity period of the tender.

14.4 If the vendor fails to furnish the required the Performance Security within 15 (Fifteen) days from the date of receipt of LOA (Letter of Acceptance), its EMD will be forfeited.

## **15. ADDITIONAL QUANTITIES:**

15.1 The vendor shall be liable to supply additional quantities of hardware items not exceeding 25% of the approximate quantities mentioned in the tender document as and when required by the Purchaser/Company during the tender validity period at the prices specified in Annexure (Commercial Annexure) to this agreement.

15.2 The purchaser reserves the right to revise the quantities and delivery schedule, if necessary during the currency of this agreement.

## **16. SCOPE OF WORK**

16.1 Delivery, installation, and maintenance of hardware at UIIC-Head Office / Regional Offices/Operating offices as per the attached '*Delivery Location Annexure*' as per instructions of UIIC. The '*Delivery Location Annexure*' is the tentative delivery location and the exact delivery location details will be shared along with Purchase Order.

16.2 Support for Operating System related problems such as OS Recovery, etc during the warranty period.

16.3 The vendor should install additional software if instructed by UIIC before it is dispatched. These software's would be provided by UIIC.

16.4 The Installation engineer to install any additional software as instructed by UIIC at the time of installation in respective offices.

16.4 Call Centre nos. and Email Address should be pasted in the CPU.



## **17 . JURISDICTION FOR LEGAL PROCEEDINGS:**

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

## **18. RELOCATION OF SYSTEMS:**

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

## **19. TERMINATION OF CONTRACT / CANCELLATION OF ORDER:**

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

- i. The Vendor commits a material breach of the Agreement which is incapable of remedy; or
- ii. The Vendor commits a material breach which is capable of remedy but which the Vendor fails to remedy within 30 days of written notice by the Company specifying the event of default and requiring its remedy.
- iii. The Company and the Vendor may by notice in writing to the other terminate the Agreement if the other shall have a receiver or liquidator appointed, shall pass a resolution for winding up (otherwise than for the purpose of amalgamation or reconstruction), if a Court shall make an order to that effect, if the other party shall enter into composition or arrangement with its creditor(s) or shall become insolvent. Such an event shall be deemed to be a material breach incapable of remedy.

## **20 . CONSEQUENCES OF TERMINATION**

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

## **21. INSURANCE**

The VENDOR is responsible for acquiring transit insurance for all components. The goods supplied under the Contract shall be fully insured in Indian Rupees.

## **22. CONFIDENTIALITY**

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

## **23. INDEMNIFICATION**

23.1 The VENDOR shall, at its own expense, defend and indemnify UIIC against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (VENDOR's) employees or agents, or by any other third party



resulting from or by any gross negligence and/or wilful default by or on behalf of the VENDOR and against any and all claims by employees, workmen, contractors, sub- contractors, suppliers, agent(s), employed, engaged, or otherwise working for the VENDOR, in respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.

23.2 The VENDOR shall indemnify, protect and save UIIC and hold UIIC harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly from

- i. a gross negligence and/or wilful default of the VENDOR, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract
- ii. breach of any of the terms of this tender document or breach of any representation or warranty by the VENDOR
- iii. use of the deliverables and or services provided by the VENDOR
- iv. Infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project.

23.3 The VENDOR shall further indemnify UIIC against any proven loss or damage to UIIC's premises or property, etc., due to the gross negligence and/or wilful default of the VENDOR's employees or representatives to the extent it can be clearly established that such employees or representatives acted under the express direction of the VENDOR.

23.4 The VENDOR shall further indemnify UIIC against any proven loss or damage arising out of loss of data, claims of infringement of third party copyright, patents, or other intellectual property, and third-party claims on UIIC for malfunctioning of the equipment at all points of time, provided however,

23.5 UIIC notifies the VENDOR in writing in a reasonable time frame on being aware of such claim

23.6 the VENDOR has sole control of defence and all related settlement negotiations

23.7 UIIC provides the VENDOR with the assistance, information and authority reasonably necessary to perform the above, and

23.8 UIIC does not make any statement or comments or representations about the claim without prior written consent of the VENDOR, except under due process of law or order of the court. It is clarified that the VENDOR shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to UIIC's (and/or its customers, users and service providers) rights, interest and reputation.

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

For and on behalf of  
(L1 Bidder)

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

(Sign, Name & Designation)

(Sign, Name & Designation)

Witnesses:  
(Sign, Name & Designation)

Witnesses:  
(Sign, Name & Designation)





**ANNEXURE 15 - BID SUBMISSION CHECK LIST – FOR BIDDERS**

S#	Document	Attached (Yes/No)	Page#
<b>OFFLINE DOCUMENTS:</b>			
1.	Bid Submission Check List As per Annexure 15		
2	Proof of Earnest Money Deposit (EMD) amount deposited in UIIC Account / Bank Guarantee for EMD as per Annexure 12.		
3	Pre-Contract Integrity Pact as per Annexure 13 in stamp paper (2 copies).		
4	Pass Phrase for Prequalification, Technical and Commercial bid (3 pass phrases).		
<b>PREQUALIFICATION DOCUMENTS (ONLINE SUBMISSION- SCANNED DOCUMENTS):</b>			
1	Tender Fee submission proof.		
2	Offer Covering Letter as per annexure 2.		
3	Eligibility Criteria Declaration Form as per Annexure 3. And supporting documents as detailed in Annexure 3.		
4	Letter of Authorisation / Manufacturer Authorisation by Power of Attorney of OEM as per Annexure 4.		
5	Proof of Power of Attorney of the OEM.		
6	Authorized signatory of the Bidder signing the Bid Documents should be empowered to do so. Proof in the form of letter signed by a Director or Company Secretary to be attached.		
7	Details of Support centers as per Annexure 5.		
8	Undertaking of Authenticity for desktops as per Annexure 6.		
9	Letter Of Undertaking For Abiding The Terms And Condition as per Annexure 7.		
10	No Blacklisting Declaration as per Annexure 8.		
11	Copy of this RFP duly signed and stamped		
<b>TECHNICAL BID DOCUMENTS (ONLINE SUBMISSION- SCANNED DOCUMENTS):</b>			
1	Compliance Statement for the prescribed Technical specifications as per annexure 9. Along with all supporting documents as detailed in Annexure 9.		
2	Nil Deviation Statement as per Annexure 10.		
3	Unpriced BOM as per Annexure 11.		
4	Data Sheet of the quoted Desktop Computer.		
<b>FINANCIAL DOCUMENTS (ONLINE SUBMISSION):</b>			
1	Commercial Bid as per electronic form		