

युनाइटेड इंडिया इंशयूरेन्स कंपनी लिमिटेड

प्रधान कार्यालय, चेन्नई

UnitedIndiaInsuranceCompanyLimited

Head Office, Chennai



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CIN: U93090TN1938GOI000108

REQUEST FOR PROPOSAL (RFP) FOR

“Empanelment of Consultants for providing Risk Management Consultancy Services & identifying technology partner for Risk Management Software Implementation”

TENDER NO: 000100/ERM/RFP/1/2023-2024

Disclaimer: This Request for Proposal (RFP) is not an offer by UIIC, but an invitation to receive response from eligible interested bidders for empanelment of consultants for providing Risk Management Consultancy services and identifying technology partner for Risk Management Software Implementation. No contractual obligation whatsoever shall arise from the RFP process. This document should be read in its entirety.



000100/ERM/RFP/1/2023-2024

Empanelment of Consultants for providing Risk Management Consultancy Services & identifying technology partner for Risk Management Software Implementation

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

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

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

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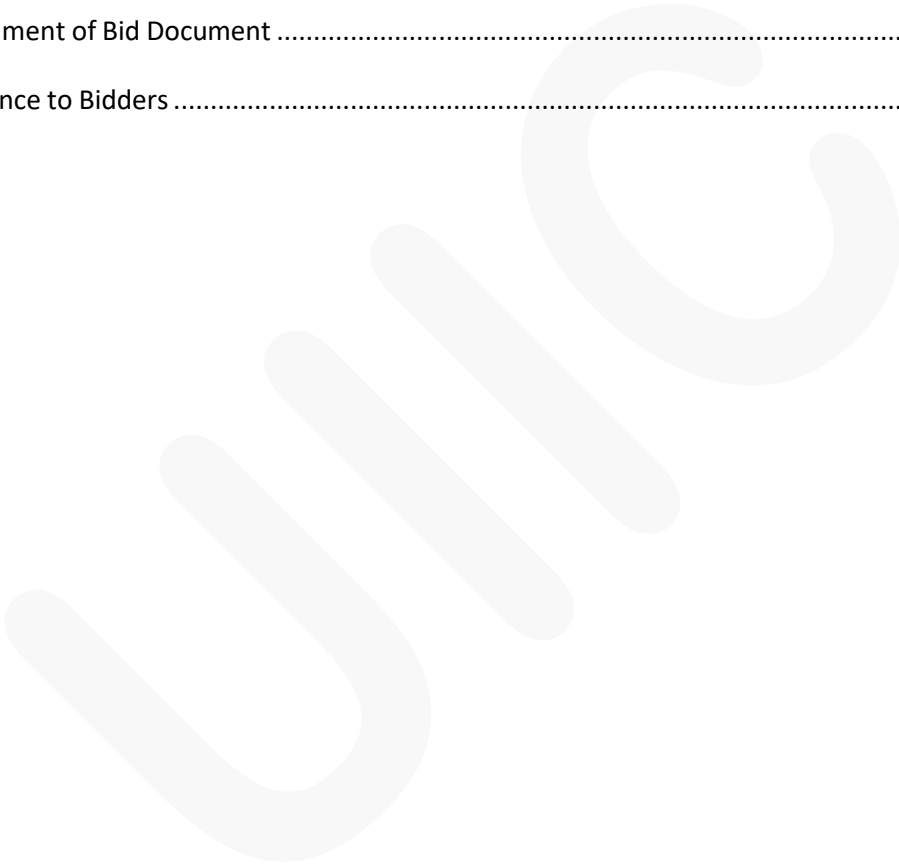


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Definition and Acronyms

Terms	Definitions
UIIC	United India Insurance Company Limited
Bidder	The bidder should be a Company / firm / LLP having its registered offices in India. It should also be registered with the GST Authorities, and should be registered with the appropriate authorities for all applicable statutory taxes/duties, and should have been in operation for the last five years.
Service	The services specified in the RFP which the bidder is required to supply to UIIC under the empanelment.
Acceptance Tender of	The letter/ fax or any memorandum communicating to the bidder, the acceptance of his tender and includes an advance acceptance of his tender.
RFP	Request for Proposal
RFQ	Request for Quote
ERM	Enterprise Risk Management
FRM	Fraud Risk Management
SOW	Scope of Work
SLA	Service Level Agreement
ERM	Enterprise Risk Management
FRM	Fraud Risk Management
COSO	Committee of Sponsoring Organizations of the Treadway Commission
ISO	International Organization for Standardization
IEC	International Electro technical Commission
RCSA	Risk and Control Self-Assessment
KRI	Key Risk Indicator
LOA	Letter of Acceptance
LCB	Large Corporate Brokers
PMO	Project Management Office
MIS	Management Information System

IT	Information Technology
BCP	Business Continuity Policy
ESG	Environmental Social and Governance
GRI	Global Reporting Initiative
SASB	Sustainability Accounting Standards Board
TCFD	Task Force on Climate-Related Financial Disclosures
CDSB	Climate Disclosure Standards Board
LIBOR	London Inter-Bank Offered Rate
IEMs	Independent External Monitors
NSIC	National Small Industries Corporation

Interpretation:

1. The terms RFP, Tender, Bid have been used interchangeably and it shall be treated as one and the same for the purpose of this RFP document. All clarifications, amendments, modifications that may be issued in relation to this RFP shall be treated as part and parcel of the RFP and shall together constitute the RFP document.
2. The Consultant & Bidder have been used interchangeably and it shall be treated as one and same for the purpose of this RFP Document.

1. INTRODUCTION

1.1 About the Company

United India Insurance Company Limited (UIIC) is one of the four leading public sector General Insurance Companies transacting Non-Life Insurance business in India with Head Office at Chennai, 30 Regional Offices, 6 Large Corporate and Brokers Cells, 3 Health HUBs and 1400+ Operating offices geographically spread throughout India.

United India has been in the forefront of designing and implementing complex covers to large customers. United India Insurance is also the pioneer in taking Insurance to rural masses. United India adopted vision to be the most preferred insurer in India with global footprint & recognition and trusted brand admired by all stakeholders one of its missions is to provide Insurance protection to all.

United India has implemented an Enterprise Risk Management & Fraud Risk Management Framework with applicable policies and other allied policies, registers, control rating mechanism. Corporate, Region specific, Line of business specific risk documents have also been framed.

United India Insurance Company Limited, hereinafter called “UIIC” or “The Company”, which term or expression unless excluded by or repugnant to the context or the meaning thereof, shall be deemed/ to include its successors and permitted assigns, issues this bid document, hereinafter called Request for Proposal or RFP inviting response from Bidders.

1.2 Notice Inviting Bids

The DGM (ERM) invites bids from eligible Bidders for Empanelment of Consultants for providing Risk Management Consultancy Services & identifying technology partner for Risk Management Software Implementation for a period of **three years**.

1.3 Project Objective

United India Insurance Company Limited (UIIC) proposes to empanel consultants for providing Risk Management Consultancy Services & identifying technology partner for Risk Management Software Implementation. UIIC is looking for customized implementation aligned to its mission, vision, strategy and plan and not generic framework(s). The broad scope envisaged as part of consulting services is as follows:

- Comprehensive Review and Current State Assessment of Enterprise Risk Management (ERM) framework, Fraud Risk Management (FRM) framework, Business Continuity framework, Whistle Blower framework and allied risk management components with detailed Gap Analysis Report & Future State Plan factoring Regulatory, ISO 31000, COSO guidelines and other Risk specific specialized framework standards. Additionally, benchmark with other peer companies in the Global & Indian context in Insurance sector. Framework also includes Policies, Procedures, Risk Management Systems, MIS and other related documents.

- Re-design and develop Enterprise Risk Management (ERM) framework, Fraud Risk Management (FRM) framework, Business Continuity Framework, Whistle Blower framework and other applicable Risk Management frameworks in consultation with all stake holders of UIIC.
- Preparation of Business Requirement Document (BRD) and RFP for identifying IT service provider for Supply, Design and Implementation of Risk Management Solution (covering both hardware & software) covering all risk functions at UIIC.
- On case to case basis UIIC may seek subject matter experts / UAT resources / Project Management resources to undertake various risk management activities and price discovery will be made for respective projects.
- Preparation of RFP for appointment of independent agency of repute to certify UIIC Risk Management implementation is adhering to ISO 31000 standards. Consultant shall assist, support & handhold UIIC team and coordinate to comply with requirements of certification agency.
- Preparation of RFP for appointment of firm of repute to audit UIIC Risk Management functions.
- Review of various Risk Management Framework(s).

1.4 Schedule of Events

Event	Details/ Target Date
Reference Number of RFP	Tender No. 00100/ ERM/RFP/1/2023-2024 Date: 16/05/2023 (TUESDAY)
Last date to send in requests for Clarifications	26/05/2023 (FRIDAY)
Tender Fee	Rs. 5,000/- (Rupees Five thousand). Tender fee is inclusive of all taxes. Refer 3.3.4 Tender Fee (Non – Refundable)
Date and time for Pre-Bid Meeting	30/05/2023 (TUESDAY) 11:00 A.M. Virtual Meeting
Mode of submission	The bidding process is completely online. Bidders are requested to submit all documents online as detailed in this RFP. For further instructions regarding submission of bids online, the bidders shall visit the e-tender portal (https://uiic.enivida.com/) and can also refer RFP 6.INSTRUCTIONS TO BIDDERS FOR ONLINE SUBMISSION

Last date for submission of bid	15/06/2023 (THURSDAY) before 03:00 P.M.
Opening of pre-qualification technical bid	15/06/2023 (THURSDAY) at 03:30 P.M.
Proof of E.M.D	Refer 3.1 Earnest Money Deposit (E.M.D)
Bid Validity Period	180 days from the last date of submission of the Bid.
Presentation by bidders	Will be communicated
Notification of empanelment	Will be communicated
Email ID for communication	rfpermconsultant@uiic.co.in

Note:

- I. UIIC reserves the exclusive right to make any amendments / changes to or cancel any of the above actions or any other action related to this RFP.
- II. If any of the above dates is declared a holiday for UIIC, the next working date will be considered. UIIC reserves the right to change the dates mentioned in the RFP.
- III. This is a non-transferable RFP document.
- IV. A copy of the Tender document is available on the web portal <https://uiic.co.in/en/tenders-rfp>
- V. Please note that the Company shall not accept any liability for non-receipt/non-delivery of bid document(s) in time.

1.5 Eligibility Criteria

The Bidder needs to comply with all the eligibility criteria mentioned under [Annexure-4: Eligibility Criteria](#). Non-compliance to any of these criteria would result in outright rejection of the Bidder's proposal. The Bidder is expected to provide proof for each of the points for eligibility evaluation criteria. Any credential detail not accompanied by required relevant proof documents will not be considered for evaluation. All credential letters should be appropriately bound, labeled and segregated in the respective areas. There is no restriction on the number of credentials a Bidder can provide.

The decision of UIIC would be final and binding on all the Bidders to this document. UIIC may accept or reject an offer without assigning any reason what so ever.

1.6 Other Empanelment Conditions:

- a) This RFP shall not define project specific terms and guidelines. Specific Project RFPs/RFQs will be floated among the empaneled consultants for the specific requirement. These RFPs/RFQs evaluation can be based on Commercial Bidding (with or without Reverse Auction) or Techno-Commercial Bidding (with or without Reverse Auction) which will be at the sole discretion of UIIC. Some of these conditions and not limited to below are listed:
- i. Implementation Schedules
 - ii. Penalty & Liquidated Damages
 - iii. Earnest Money Deposit
 - iv. Performance Bank Guarantee terms
 - v. Service Level Terms and Conditions
 - vi. Scope of the Project
 - vii. Specific legal terms
 - viii. Payment terms
 - ix. Exit Clause
- b) Selected consultants from the empaneled list for the specific RFPs/RFQs shall be required to execute a Non-Disclosure Agreement as per [Annexure 9](#).
- c) No Commercial quotes are to be submitted for this RFP. Commercial quotes shall
- a. be obtained during the RFP/RFQ stage based on specific project requirements from Empaneled consultants.
 - b. The solution offered by the company should not violate any Intellectual property rights.
 - c. Successful Empanelment does not construe commitment from the UIIC to provide opportunities to the empaneled consultants.
 - d. The names of the empaneled consultants will be displayed on the corporate web site.
 - e. Individual communications shall be sent to the empaneled consultants.

1.7 Empanelment Period:

The empanelment will be valid for a period of 3 years from the date of acceptance of empanelment order. Irrespective of the period, the empanelment will deem to be operative until close of assigned projects, and hence agencies deploying resources should ensure the resources availability until completion of the work in hand or till the extended period as per the project terms and conditions.

Price discovered during each project RFP/RFQ will be valid till the completion of the project or the extended completion period as required by UIC in respect of that project.

UIC reserves the right to terminate the empanelment at any time without assigning any reasons thereof. It may however be noted that this will not have any bearing on the ongoing projects.



2. SCOPE OF WORK (SOW)

2.1 INTRODUCTION

United India Insurance Company Limited (UIIC) proposes to comprehensively revamp its Enterprise Risk Management (ERM) and allied Frameworks and their components such that it complies with regulatory framework and guidelines besides being aligned with international standards like International Organization for Standardization (ISO 31000), Committee of Sponsoring Organizations of the Treadway Commission (COSO) framework and other risk specific frameworks like Risk Management Society (RIMS), Casualty Actuarial Society (CAS), National Institute of Standards & Technology (NIST) & Control Objectives for Information & Related Technologies (COBIT by ISACA) standards and best implementation practices followed by peer companies (Indian & Global) covering all aspects of risk faced by UIIC.

UIIC also proposes to deploy a Comprehensive Risk Management Software solution covering all aspects of risk management functions. The proposed software implementation should have configuration options for KPI's, real time monitoring features, API connects, workflows, reporting, dashboards, alerts & artificial intelligence implementation besides other features as per UIIC requirements.

To facilitate completion of the above activities, UIIC proposes to empanel consultants for a period of 3 years for various Risk Management requirements of the Company through this RFP. This empanelment shall be based on the criteria mentioned in this RFP.

2.2 BROAD SCOPE OF WORK

- The scope will be divided into different projects and RFP/RFQs shall be floated amongst the empanelled consultants through GEM Portal or any other method as per UIIC discretion. The Consultant is expected to adhere to the timelines to be specified in the respective RFPs/RFQs. UIIC reserves the right to take up all the projects (or) some of the projects (or) none of the projects at its discretion. The projects' brief scope mentioned in the below table is only indicative and UIIC reserves right to modify the scope as per its requirement at the time of floating the respective tenders. Separate RFPs/RFQs will be called for each project and order will be decided by UIIC.

S.NO	PROJECT OBJECTIVE	BRIEF SCOPE
1	Comprehensive Review and Current State Assessment of Enterprise Risk Management (ERM) framework, Fraud Risk Management (FRM) framework, Business Continuity framework, Whistle Blower framework and allied risk management components with detailed Gap Analysis Report & Future State Plan factoring Regulatory, ISO	1.Current State Assessment of the following: <ul style="list-style-type: none"> Enterprise Risk Management (ERM) Framework covering Policy, Procedures, Processes, Risk Management Systems, MIS and other related documents. Fraud Risk Management (FRM) Framework covering Policy, Procedures, Processes, Risk Management Systems, MIS and other related documents.

	<p>31000, COSO guidelines and other Risk specific specialized framework standards. Additionally, benchmark with other peer companies in the Global & Indian context in Insurance sector. Framework also includes Policies, Procedures, Risk Management System, MIS and other related documents.</p> <p>Any other component which the consultant is of the opinion is essential for UIIC, the same will also constitute in the scope.</p>	<ul style="list-style-type: none"> • Business Continuity Framework covering Policy, Procedures, Processes, connected Systems, MIS and other related documents. • Whistle Blower Framework covering Policy, Procedures, Processes, connected Systems, MIS and other related documents. • Risk Registers • Mitigation Plans • Tools and Score • Appetite Statement • KRI, Thresholds & Tolerance Limits • Reporting and Dash boarding • Standard Operating Procedure covering all aspect of risk universe faced by UIIC. • Suggestions on New Age & Emerging Risks frameworks, policies and procedures • Approach to Risk Management software solutions – Product demonstrations & suggestions • Third Party / Outsourcing Risks <p>2. Gaps analysis report</p> <p>3.Future state road map</p> <p>4. Training and capacity building</p>
<p>2</p>	<p>Re-design and develop Enterprise Risk Management (ERM) framework, Fraud Risk Management (FRM) framework, Business Continuity framework, Whistle Blower framework and other applicable Risk Management frameworks in consultation with all stake holders of UIIC.</p>	<p>1. The proposed new Enterprise Risk Management framework and allied areas with all components taken up for redesign/develop should be industry and function specific besides factoring global & regulatory standards for various risks faced by UIIC. A few illustrative areas are given below which should also be taken into account but not limited to the same:</p> <ul style="list-style-type: none"> • Risk Governance • Risk Identification • Risk Assessment, Analysis & Prioritization • Risk Mitigation • Risk Monitoring • Risk Reporting

		<ul style="list-style-type: none"> • Risk Information & Communication <ol style="list-style-type: none"> 2. Redesign/Develop Fraud Risk Management (FRM) framework covering Policy, Procedures, Processes, Risk Management Systems, MIS and other related documents. 3. Redesign/Develop Risk Appetite & Tolerance Limits. 4. Redesign/Develop Business Continuity framework covering Policy, Procedures, Processes, BCM Systems, MIS and other related documents. 5. Redesign/Develop Whistle Blower framework covering Policy, Procedures, Processes, connected System, MIS and other related documents. 6. Design and develop any New Framework and their components based on Gap Analysis Report 7. Training and capacity building.
<p>3</p>	<p>Preparation of Business Requirement Document (BRD) and RFP for identifying IT service provider for Supply, Design and Implementation of Risk Management Solution (including both hardware & software) covering all risk functions at UIIC.</p>	<ol style="list-style-type: none"> 1. The consultant will be responsible for preparing the detailed Business Requirement Document (BRD) for ERM, FRM, Business Continuity framework, Whistle Blower framework and other identified frameworks' software solution(s) such that it comprehensively covers the entire risk universe of UIIC. The BRD should factor the requirements of regulatory, ISO 31000 and other global standards besides any other requirement arising out of discussion with UIIC stake holders. It should be comprehensive and facilitate UIIC to achieve its goal of certification by independent third party certification agencies. 2. The consultant will be responsible for preparing the detailed RFP for procurement of Risk Management Software Solution(s) in discussion with UIIC team. 3. On case to case basis UIIC may seek subject matter experts / UAT resources / Project

		<p>Management resources to undertake various risk management activities and price discovery will be made for the same.</p> <p>4. Training and capacity building.</p>
4.	Preparation of RFP for appointment of independent agency of repute to certify UIIC Risk Management implementation is adhering to ISO 31000 standards.	<p>1. Preparation of RFP for appointment of certification agency.</p> <p>2. The consultant will also assist UIIC through the entire journey which will help it to demonstrate adherence to ISO 31000 compliance process for ERM framework.</p> <p>3. Training and capacity building.</p>
5.	Preparation of RFP for appointment of firm of repute to audit UIIC Risk Management functions.	<p>1. The consultant will be responsible for preparing RFP in consultation with UIIC team for appointment of external agency for audit of Risk Management functions of UIIC.</p> <p>2. The objective of audit is to provide reasonable assurance regarding the company's ERM program to all external entities, regulator and customers.</p> <p>3. Training and capacity building.</p>
6.	Review of various Risk Management Frameworks	<p>1. Some of the Risk Management Frameworks that may require review are:</p> <ul style="list-style-type: none"> • ERM Framework covering policy, procedures, processes, risk management system, MIS and other related documents. • FRM Framework covering policy, procedures, processes, risk management system, MIS and other related documents. • Risk registers. • Risk Appetite and Tolerance limits. • Business Continuity Framework covering Policy, Procedures, Processes, BCM Systems, MIS and other related documents. • Whistle Blower Covering Policy, Procedures, Processes, connected

		<p>Systems, MIS and other related documents.</p> <ul style="list-style-type: none">• Any Other framework (or) policy (or) register.
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Note:

- UIIC at its discretion may sub-divide or merge some of the above mentioned projects and release an RFP/RFQ.
- UIIC may also take up projects related to Risk Management other than those mentioned above based on the requirement.

U I I C

3. INSTRUCTION TO BIDDERS

3.1 General

- All costs and expenses incurred by the Bidders in any way associated with the development, preparation, and submission of responses, including but not limited to; the attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by UIIC, will be borne entirely and exclusively by the Bidder.
- No binding legal relationship will exist between any of the Bidders and UIIC until execution of an agreement/contract, except the pre-empanelment Integrity Pact to be submitted along with the Bid. The pre-contract Integrity Pact will be binding on them for any acts/omissions committed by the Bidder in violation/breach of the said pre-contract Integrity Pact in relation to the Bid submitted. Each Bidder acknowledges and accepts that UIIC may in its absolute discretion apply selection criteria specified in the document for evaluation of proposals for short listing / selecting the eligible Consultant(s).
- Every Bidder will, by submitting his Bid in response to this RFP, be deemed to have accepted the terms of this RFP and the Disclaimer.
- UIIC may, in its absolute discretion, seek additional information or material from any Bidder even after the tender/RFP closes and all such information and material provided must be taken to form part of that Bidder's response.

3.2 Earnest Money Deposit (E.M.D)

This being an RFP for empanelment of Consultants, no EMD / PBG is prescribed for this specific empanelment. However, EMD / PBG shall be specified at the time of specific project RFPs/ RFQs.

3.3 Tender Document

3.3.1 Content of the Tender document

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

3.3.2 Clarification of Tender document

- All queries/ requests for clarification from bidders must reach us by e-mail (rfperconsultant@uic.co.in) **only** as per timeline given in section 1.4. UIIC will respond to any request for clarification of the tender document in the pre-bid meeting. The format for pre-bid queries shall be as per [Annexure-13](#)
- It may be noted that no query of any Bidder shall be entertained after the Pre-Bid meeting.

- The Representatives of Bidders attending the pre-bid meeting must have proper authority letter to attend the same and must have paid the Tender Fee.
- Authorized representatives of bidders attending pre-bid meeting should send proof of tender fee and Letter of Authorization along with contact details like phone number, email-id to the email- rfpermconsultant@uic.co.in at least two days prior to pre-bid meeting.
- It may be noted that UIC may conduct pre-bid meeting virtually through video conference.
- Any modification to the Bidding Documents, which may become necessary as a result of the pre-bid meeting, shall be made by the Company exclusively through the issuance of an Addendum/Corrigendum and not through the minutes of the pre-bid meeting.

3.3.3 Amendment of Tender document

- At any time prior to the deadline for submission of Proposal, UIC may, for any reason, either at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender document by an amendment. The amendment, if any, will be published on our Company Website.
- All Bidders must ensure that all amendments/enhancements (if any) in the RFP have been considered by them before submitting the Bid. UIC will not have any responsibility in case of any omission by Bidder/s.
- In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, UIC may, at its discretion, extend the last date for the submission of bids.
- UIC shall not be liable for any communication gap. Further UIC reserves the right to scrap the tender or drop the tendering process at any stage without assigning any reason.

3.4 Bid Preparation

3.4.1. Language of Bids

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

3.4.2 Documents comprising the bid

The bids prepared by the Bidder shall be page numbered and comprise of the following:

3.4.2.1. Eligibility cum Technical Bid Documents :

1. Duly filled Bid Submission Checklist [Annexure-15](#) with the page numbers mentioned therein
2. A letter on the bidder's letter-head:
 - Describing the point wise confirmation in respect of the eligibility criteria enumerated in [Annexure-4](#)
 - Certifying that the period of validity of bids is 180 days from the last date of submission of bid.
3. The profile of the bidder (template given in [Annexure-3](#))
4. Tender Offer Letter as per [Annexure-1](#)
5. Proof of Submission of Tender Fee.
6. Power-of-attorney granting the person signing the bid the right to bind the bidder as the 'Constituted attorney of the company'.
7. Bidder shall submit PAN number, GST Registration number.
8. Statement of No-Deviation as per [Annexure-2](#)
9. List of Bidder's Major Clients [Annexure-6](#)
10. Reference Form for Risk Management Consultant [Annexure-7](#)
11. Office locations and service infrastructure facilities [Annexure-8](#)
12. Technical Experience Details [Annexure-5](#)
13. Integrity Pact as per [Annexure-10](#)
14. No Blacklisting Declaration as per [Annexure-11](#)
15. Land Border Sharing Declaration as per [Annexure-12](#)
16. In case of MSE /Startups Certificate for Tender Fee waiver [Annexure-14](#)
17. Copy of RFP published in the website (<https://uiic.co.in/en/tenders-rfp>) duly signed and stamped.

3.4.3 Bidder's Qualification

The "Bidder" as used in the tender documents shall mean the one who has signed the tender form. All certificates and documents received hereby, shall as far as possible, be furnished by the representative and the service provider.

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

3.4.4 Tender Fee (Non – Refundable)

A non-refundable tender document fee of **₹5,000/- (Rupees Five Thousand Only)** shall be remitted through electronic credit only before pre-bid meeting date and time as prescribed in [Section 1.4](#) to our bank account mentioned below:

Beneficiary Name	United India Insurance Company Ltd.
IFSC Code	INDB0000007

Account No.	200999095210000100ERCONSULTANT
Bank details	Indusind Bank
Remarks	TENDER_FEE_ERCONSULTANT

The first eighteen characters in the account number mentioned above are digits and remaining characters are alphabets.

3.4.5 Exemption of Tender Fee

- Micro & Small Enterprises (MSE) units and Start-ups* are exempted from payment of Tender fee provided the Services they are offering, are rendered by them. Exemption as stated above is not applicable for providing services, rendered by other companies.
- Bidder should submit [Annexure 14](#) along with supporting documents issued by competent Govt. bodies to become eligible for the above exemption.
- Start-ups which are not under the category of MSE shall not be eligible for exemption of tender fee.
- Bidders may please note:
 - a. NSIC certificate/ UDYAM Memorandum should cover the items tendered to get tender fee exemptions. Certificate/ Memorandum should be valid as on due date / extended due date for Bid submission.
 - b. "Start-up" company should enclose the valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India with the technical bid.
 - c. Bidder who solely on its own, fulfils each eligibility criteria condition as per the RFP terms and conditions and who are having MSE or Start-up company status, can claim exemption for tender fee.

3.4.6 Period of validity of Bids

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

3.4.7 Terms and conditions of Tendering Firms

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

3.4.8 Proposal Ownership

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

3.5 Procedure of Submission of Bids

- Tender Bidding Methodology: Single Stage online submission & online opening

Eligibility cum Technical Bid.

- The bidding process is completely online. Bidders are requested to submit all documents online as detailed in this RFP. Bidders should submit hard copy if demanded or a clarification is sought in this regard.

3.6 Bid Submission

3.6.1 Online Submission

- The bidders can access the documents in the company e-tendering portal <https://uiic.enivida.com/> Bidders can avail the service of the e-tendering service provider for registering themselves, accessing tender documents and completing the tender submission formalities. The service provider will provide all necessary assistance to bidders for online bidding.
- For further instructions regarding submission of bids online, the bidders shall visit the e-tender portal (<https://uiic.enivida.com/>).
- The relevant tender documents can be purchased/downloaded from the e-tendering site with the bidders authorized user credentials.
- The bidders should mandatorily fill in all relevant details as per the requested form in the e-tendering portal in Eligibility cum Technical Bid and all relevant scanned copies should be attached.

3.6.2 Opening of Bid by UIIC

Bids will be opened on e-tender portal (<https://uiic.enivida.com/>) as per the guidelines /Procedure at the date & time mentioned in the RFP.

Important Points to be noted:

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

3.6.3 Clarifications

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

3.6.4 Preliminary Examination

UIIC will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required tender fee has been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

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

UIIC may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

3.7 Evaluation of Bids

1. UIIC will scrutinize the Bids received to determine whether they are complete in all respect as per the requirement of RFP, whether the documents have been properly signed and whether items are offered as per RFP requirement, whether documentation as required by evaluation the offer has been submitted. UIIC may, at its discretion, waive any minor non-conformity or any minor irregularity in the bid which does not constitute a material deviation. UIIC decision with regard to 'minor non-conformity' is final and the waiver shall be binding on all the bidders and UIIC reserve the right for such waivers.
2. Bidders must submit their Eligibility cum Technical Bid as described in the RFP. The Bidders shall be empaneled based on the criteria given in the RFP.
3. Bidders must submit their eligibility criteria, technical experience details as per Annexures.
4. The evaluation shall be based on Eligibility Cum Technical Bid. The bidders shall be making a presentation to UIIC.
5. Setting of evaluation criteria for empanelment purposes shall be entirely at the discretion of UIIC. The decision of UIIC in this regard shall be final and no correspondence shall be entertained in this regard.
6. Period of empanelment will be for three years (extendable for one year on same Terms & Conditions solely at UIIC's discretion). No interim enquiries will be entertained. The

decision taken by UIIC shall be final and no representation or correspondence shall be entertained.

7. Eligibility cum Technical Bid shall be evaluated by UIIC. UIIC reserves the right to reject any and/or all proposals submitted without assigning any reason. UIIC reserves the right to seek clarification of any information contained in a proposal submitted, or to hold discussions, but is not obligated to do so.
8. A bid determined as not substantially responsive will be rejected by UIIC and may not subsequently be made responsive by the bidder by correction.
9. In the stage of evaluation each bid document would be evaluated to ensure that the bidder has the technical skill set, experience, financial capacity and other attributes essential for empanelment as Risk Management Consultant. UIIC may seek additional information, technical presentation/demonstration, and/or discussions with bidder's representatives.
10. Points will be awarded for technical evaluation criteria as per [Annexure-5](#). Minimum Qualifying Score for technical evaluation will be 75. Only those bidders who have qualified in Eligibility cum Technical evaluation shall be considered for Empanelment.

Note:

1. UIIC reserves the right to conduct a verification of the customer references submitted by the bidder. UIIC also reserves the right to conduct a verification of the competency and infrastructure of the bidder. UIIC may conduct all or any of these verifications to satisfy itself regarding the bidder's capability to provide the services compliant to the requirement specifications defined in this tender.
2. In the event of the verification revealing that a bidder has misrepresented or does not have the capability to provide the tendered services compliant to the requirement specifications defined in this tender, UIIC may at its discretion reject the bid.

3.8 Empanelment of Risk Management Consultant

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

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

3.8.2 Notification of Empanelment (Letter of Acceptance for empanelment)

- UIIC will notify the empaneled bidder(s) in writing by registered letter/e-mail or by fax, whether their bid for empanelment has been accepted. The receipt of acceptance should be sent by the bidder within 15 days in writing through registered post / e-mail /in-person.

- The notification of empaneled bidder will result in Bidder's eligibility for participating in future RFPs/RFQs through Limited Tender Enquiry for Risk Management Consultancy projects.

3.9 General Conditions

- a) Price Discussion – No Commercial quotes are to be submitted for this RFP. Commercial quotes shall be obtained during the RFP/RFQ stage of specific projects from the Empaneled consultants.
- b) Should the need arise UIIC reserves the right to vary the schedule of events mentioned in section 1.4 at its absolute and sole discretion.
- c) From the date of RFP issue through the date the empanelment is notified, communication with any UIIC personnel or members regarding this RFP other than UIIC designated contact person listed in the RFP instructions is prohibited. Failure to follow this provision may be grounds for disqualification from proposal consideration.
- d) Any costs incurred in responding to this request for proposal shall not be reimbursed.
- e) UIIC may, at its discretion, waive any minor non-conformity or any minor irregularity in an offer. This shall be binding on all Bidders and UIIC reserves the right for such waivers.
- f) UIIC reserves the right to scrap the tender at any stage without assigning any reason.
- g) UIIC reserves the right to accept or reject any or all proposals received as a result of this request, or to negotiate with all qualified proposers, or to cancel in part or in its entirety this RFP, if it is in the best interests of UIIC.
- h) Prospective Bidders who have received this document from the UIIC and UIIC's web site, or who have received this document from any other source, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the UIIC and provide their name and e-mail address so that amendments to the RFP or other communications can be sent to them.
- i) Unless otherwise deleted or modified by mutual agreement between the UIIC and the successful Bidder, all terms, conditions and provisions contained in the RFP shall be incorporated into the empanelment by default.
- j) As per norms, selected consultancy firm, cannot participate as bidder in the bids where they are intending to participate as System Integrator for Software Implementation.

4. TERMS AND CONDITIONS

4.1 Applicability

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

4.2 Use of Empanelment document and Information

The bidder shall not, without UIIC's prior written consent, disclose the provisions of the empanelment, or any specification, design, drawing, pattern, sample or information furnished by or on behalf of UIIC in connection therewith, to any person other than a person employed by the bidder during the course of the empanelment. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of this empanelment.

The bidder shall not without UIIC's prior written consent, make use of any document or information forming a part of this tender except for purpose of this empanelment.

Any document forming a part of this tender shall remain the property of UIIC.

4.3 Patent Rights

The Bidder shall indemnify UIIC against all third party claims of infringement of patent, trademark or industrial design rights arising from the use of the service or any part thereof including Intellectual Property Rights (IPR).

4.4 Assignment

The bidder shall not assign, in whole or in part, his obligations to perform under the empanelment, to any other party or persons.

4.5 Currency of Payments

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

4.6 Termination of Empanelment

The Company shall serve the notice of termination to the empaneled consultant at least 30 days prior, of its intention to terminate services. The Company will be entitled to terminate this empanelment, without any cost to the Company and recover expenditure incurred by Company, on the happening of any one or more of the following:

- The empaneled consultant commits a material breach of any of the terms and conditions of the bid.

- The empaneled consultant goes into liquidation voluntarily or otherwise. In such case, the project documentation/artefacts etc. will become proprietary of the Company.
- The empaneled consultant does not participate in consecutive 2 RFQs for which he is otherwise eligible.
- An attachment is levied or continues to be levied for a period of 7 days upon effects of the Agreement.
- Non-satisfactory performance of the empaneled consultant during implementation and operation.
- An act of omission by the Bidder, its employees, its agents, in the performance of the services provided by this empanelment.
- Failure to integrate/implement the Projects as per the requirements of the Company as stated in RFPs/RFQs.
- Material discrepancies in the Deliverables and Services noted in the implementation of the Projects through RFPs/RFQs.
- Successful bidder is found to be indulged in frauds.
- The Company suffers a reputation loss on account of any activity of empaneled consultant or penalty is levied by regulatory authority.
- In the event of sub empanelment or assignment contrary to the terms of this empanelment.

4.9 Force Majeure

- The parties shall not be liable for default or non-performance of the obligations under the empanelment, if such default or non-performance of the obligations under this empanelment is caused by Force Majeure.
- For the purpose of this clause, “Force Majeure” shall mean an event beyond the control of the parties, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation.
- In the event of any such intervening Force Majeure, each party shall notify the other party in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the other party, the party pleading Force Majeure shall continue to perform/render/discharge other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.
- In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months or if the parties foresee that the duration of delay would continue for a period of three months or more, the parties shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding the above, the decision of UIIC shall be final and binding on the Bidder.

4.10 Termination for Insolvency

UIC may terminate the empanelment by giving written notice to the bidder without compensation, if the bidder becomes bankrupt or otherwise insolvent or a proceeding to that effect has / is being initiated, provided that such termination will-not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the company.

4.11 Resolution of disputes

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

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

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

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

4.12 Governing Language

The empanelment shall be written in the language of the bid, as specified by UIC in the instructions to bidder's subject to section 3.3.1. Language version of the empanelment shall govern its interpretation. All correspondence and other documents pertaining to the empanelment, which are exchanged by the parties, shall be written in that same language.

4.13 Applicable Law

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

4.14 Notices

Any notice by one party to the other pursuant to the empanelment shall be sent in writing or by e-mail and confirmed in writing to the address specified for that purpose in the empanelment.

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

4.15 Non-Disclosure

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

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

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

If a Bidder receives a request from a regulatory authority or by judicial process to disclose Confidential Information of the UIC then the Bidder (i) will use reasonable efforts to promptly give UIC notice of such required disclosure in order to afford the UIC adequate opportunity to seek a protective order or other legal remedy to prevent the disclosure, (ii) will reasonably cooperate with the UIC's efforts to secure such a protective order or legal remedy, and (iii) if efforts seeking such order or remedy are unsuccessful, will take reasonable steps to seek confidential treatment of such materials or information to be disclosed.

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

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

Nothing herein shall be construed as granting to either party any right or license under any copyrights, inventions, or patents now or hereafter owned or controlled by the other party.

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

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

4.18 Tools and Equipment

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

Whatever tools and equipment's as deemed fit by the bidder to ensure deliverables as per the RFP, need to be deployed by the bidder

4.19 Supervision

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

4.20 Rejection of All Proposals, and re-invitation

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

4.21 Publicity

Any publicity by the bidder in which the name of UIIC is to be used, should be done only with the explicit written permission from UIIC.

4.22 Professional Liability

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

4.23 Conflict of Interest

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

4.24 Payment Terms

UIIC will make the payment subject to signing of the contract, NDA and submission of Performance Bank Guarantee (PBG) for each specific project RFP/RFQ.

4.26 Integrity Pact

To ensure transparency, equity, and competitiveness and in compliance with the CVC guidelines, this tender shall be covered under the Integrity Pact (IP) policy of UIIC. The pact essentially envisages an agreement between the prospective bidders/vendors and UIIC committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the empanelment. The format of the agreement is enclosed in [Annexure 10](#).

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

The Integrity Pact envisages a panel of Independent External Monitors (IEMs) to review independently and objectively, whether and to what extent parties have complied with their obligation under the pact. The IEM has the right to access to all the project

documents. document **Sri. A.Vijay Anand, IAS (Retd.)** and **Sri. Joginder Paul Sharma, IAS (Retd.)** shall be acting as the IEM for this empanelment/Tender. However, UIIC at its sole discretion reserves the right to change/name another IEM, which shall be notified latter.

Contact Details:

Sri. A.Vijay Anand, IAS (Retd.)	Sri. Joginder Paul Sharma, IAS (Retd.)
303,Salarpuria Paradis, Aggas Abbas Ali Road, Ulsoor, Bangalore 560 042	D-266,Sector-47, Noida, Uttar Pradesh 201 30

4.27 Indemnity

4.27.1 Subject to Clause 4.27.2 below, Consultant (the "Indemnifying Party") undertakes to indemnify UIIC (the "Indemnified Party") from and against all Losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under this Agreement. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or Indian patents of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Indemnified Party. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by (a) Indemnified Party's misuse or modification of the Service; (b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; (c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; (d) Indemnified Party's distribution, marketing or use for the benefit of third parties of the Service; or (e) information, direction, specification or materials provided by Indemnified Party or any third party contracted to it. If any Service is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either (i) procure the right for Indemnified Party to continue using it, (ii) replace it with a non-infringing equivalent, (iii) modify it to make it non-infringing. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.

4.27.2 The indemnities set out in Clause 4.27.1 shall be subject to the following conditions:

- i. the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;

- ii. the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense;
- iii. if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this Article, the Indemnifying Party may participate in such Defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;
- iv. the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
- v. all settlements of claims subject to indemnification under this Clause will: a. be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and b. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- vi. the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
- vii. the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
- viii. in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and
- ix. if a Party makes a claim under the indemnity set out under Clause 4.27.1 above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

4.28 Limitation of Liability

4.28.1 The liability of Consultant (whether in empanelment, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the fees and expenses received under this. The liability cap given under this Clause 4.28.1 shall not be applicable to the indemnification obligations set out in Clause 4.27.

4.28.2 In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business

interruption, lost business, lost profits, or lost savings) even if it has been advised of their possible existence.

4.28.3 The allocations of liability in this clause represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Empanelment by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

U S I C

5. ANNEXURES

5.1 Annexure 1 – Offer Covering Letter

OFFER COVERING LETTER

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

Ref. No: 000100/ERM/RFP/1/2023-2024

To

The Deputy General Manager,
Enterprise Risk Management Department,
Head Office ,7th Floor, NALANDA,
No.19, IV Lane, Nungambakkam High Road,
Chennai- 600034

Subject: RFP no 000100/ERM/RFP/1/2023-2024- “Empanelment of Consultants for providing Risk Management Consultancy Services & identifying technology partner for Risk Management Software Implementation”

Dear Sir/Madam,

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

We confirm that the offer is in conformity with the terms and conditions as mentioned in the above-cited tender and agree to all the terms and conditions of the tender 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.

Authorized Signatory

Name and Designation

Office Seal

Date:

Place:

5.2 Annexure 2: Undertaking for NIL Deviations

(To be submitted on bidder's Letter pad)

Date: dd/mm/yyyy

To
The Deputy General Manager
Enterprise Risk Management Department,
United India Insurance Company Limited,
Head Office ,7th Floor, NALANDA,
No.19, IV Lane, Nungambakkam High Road,
Chennai- 600034

Subject: Undertaking for Nil Deviations for Tender Ref. No. 000100/ERM/RFP/1/2023-2024
"Empanelment of Consultants for providing Risk Management Consultancy Services & identifying technology partner for Risk Management Software Implementation"

Dear Sir/Madam,

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

Date:

Signature of Authorized Signatory:

Place:

Name of the Authorized Signatory:

Designation:

Name of the Organization:

Seal

5.3 Annexure 3: Bidder Profile

- a) Registered Name & Address of The Bidder :
- b) Location of Corporate Head Quarters :
- c) Consultancy facilities location & size :
- d) Major Consultancy activities carried out in last three years & their %age in revenue :
- e) Total number of Employees :
- f) List of major clients :
- g) Name & Address of Contact Person with Tel. No / Fax /e-mail :
- h) Client Reference :
- i) Annual turnover for the three previous financial years (2019-20,2020-21, 2021-2022) :

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

Signature _____

Name _____

Designation _____

Date _____

(Company Seal)

5.4 Annexure-4: Eligibility Criteria

S.NO.	ELIGIBILITY CRITERIA	DOCUMENTS TO BE SUBMITTED	COMPLIANCE (YES/NO)
1	The bidder should be a Company (or) Partnership Firm (or) Limited Liability Partnership registered in India for more than 5 years as on the date of RFP. <u>Other modes of incorporation are not acceptable.</u>	Documents as applicable to be submitted <ul style="list-style-type: none"> • Certificate of Incorporation. • Memorandum of Association. • Articles of Association. • Partnership Deed • Certificate of commencement issued by the registrar of companies (or) appropriate authorities as applicable for respective organization type. • Corporate Identity Number Certificate. Self-declaration on bidder's letter head signed by authorized signatory mentioning the total number of years the bidder has been providing Consultancy services in India with documentary proof if any. 	
2	The bidder must be registered with Goods and Service Tax Authority. The bidder should have filed GST returns as per regulations.	<ul style="list-style-type: none"> • GST Certificate. 	
3	The bidder must comply with procurement policy guidelines mentioned in	Self-declaration by authorized signatory should be submitted by the bidder.	

	https://cvc.gov.in/guidelines/tender-guidelines								
4	The average annual bidder turnover from India operations in consultancy should not be less than 100 Crores in the preceding 3 years- 2019-2020, 2020-2021, 2021-2022	Audited Annual Report/ Certificate from Chartered Accountant for the financial years 2021-2022, 2020-2021, 2019-2020, which includes profit and loss account and balance sheet.							
5	The bidder should have a positive net worth in all the 3 preceding financial years (or) calendar year <table border="1" data-bbox="419 891 691 1193"> <tr> <td>2019-2020</td> <td>2020</td> </tr> <tr> <td>202—2021</td> <td>2021</td> </tr> <tr> <td>2021-2022</td> <td>2022</td> </tr> </table>	2019-2020	2020	202—2021	2021	2021-2022	2022	Audited Annual Report/ Certificate from Chartered Accountant for the financial years 2021-2022, 2020-2021, 2019-2020, which includes profit and loss account and balance sheet.	
2019-2020	2020								
202—2021	2021								
2021-2022	2022								
6	The bidder should have made profit in the last 3 financial years (or) calendar year. <table border="1" data-bbox="419 1339 691 1641"> <tr> <td>2019-2020</td> <td>2020</td> </tr> <tr> <td>202—2021</td> <td>2021</td> </tr> <tr> <td>2021-2022</td> <td>2022</td> </tr> </table>	2019-2020	2020	202—2021	2021	2021-2022	2022	Audited Annual Report/ Certificate from Chartered Accountant for the financial years 2021-2022, 2020-2021, 2019-2020, which includes profit and loss account and balance sheet.	
2019-2020	2020								
202—2021	2021								
2021-2022	2022								
7	The bidder should have handled at least a minimum of 3 Risk Management assignments in India of an organization having a turnover of 1000 Crores and above in the last 5 financial years in BFSI space.	<ul style="list-style-type: none"> • Letter of engagement (or) Purchase order and statement of work. • Client Name • Project Summary • Project Period • Client Contact Name • Mobile, E-mail and Landline. 	•						

8	The bidder should have facilitated implementation of Risk Management Software in at least 2 assignment in India in the last 5 financial years of an organization having a turnover of 1000 Crores and above.	<ul style="list-style-type: none"> • Letter of engagement (or) Purchase order and statement of work • Client Name • Project Summary • Project Period • Client Contact Name • Mobile, E-mail and Landline. 	
9	The bidder should provide brief details of legal disputes with clients arising in the Risk Management consultancy space in the last 5 financial years' projects in India.	Details of legal disputes on the bidder's letter head signed by authorized signatory	
10	The bid must be signed by a person with the proper authority to bind the company as a 'Constituted attorney of the company'.	Power of attorney.	
11	Bid should be valid for a period of 180 days from the date of opening.	Self-declaration duly signed by the authorized signatory	
12	The bidder should bid individually and not as a consortium. Bidder should not sub contract the consultancy work.	Self-declaration duly signed by the authorized signatory	
13	The bidder should have a project office in Chennai.	Self-declaration duly signed by the authorized signatory	
14	The bidder should not be blacklisted by any Government / Government Undertaking / Public Sector Organization / Statutory body / any organization where Government is the majority stake holder as on the date of RFP publishing date.	As per Annexure-11	
15	The bidder should not be from a country which shares Land Border (Restriction on Procurement due to National Security) with India.	As per Annexure-12	

Empanelment of Consultants for providing Risk Management Consultancy Services & identifying technology partner for Risk Management Software Implementation

5.5 Annexure-5: Technical Experience Details

Technical Evaluation Parameters and their weightage:

Sr. No.	Technical Criteria	Scoring	Supporting Documents to be Submitted	Total Marks
1	For completed/ongoing/implemented Risk Management consultancy services in BFSI sector in India in the last 5 years.	If the bidder has 5 such projects or more – 15 Marks	Documentary evidence (Either PO and SOW or Engagement Letter) for assignment to be submitted	15
		If the bidder has 4 such projects -13 Marks		
		If the bidder has 3 such projects– 11 Marks		
2	For completed/ongoing/implemented Risk Management consultancy in other than BFSI in India in the last 5 years.	If the bidder has 3 such projects or more – 10 Marks	Documentary evidence (Either PO and SOW or Engagement Letter) for assignment to be submitted	10
		If the bidder has 2 such projects -9 Marks		
		If the bidder has 1 such projects– 8 Marks		
3	The bidder should have prepared RFP for Risk Management Software	If the bidder has 3 such RFPs or more – 10 Marks	Documentary evidence (Either PO and SOW or Engagement Letter) for assignment to be submitted	10
		If the bidder has 2 such RFPs -9 Marks		
		If the bidder has 1 such RFPs– 8 Marks		
4	The Bidder should have facilitated	If the bidder has 3 such projects or more – 10 Marks	Documentary evidence (Either PO and SOW or	10

	Implementation of Risk Management software in India in the last 5 years.	If the bidder has 2 such projects -9 Marks	Engagement Letter) for assignment to be submitted	
		If the bidder has 1 such projects- 8 Marks		
5	The Bidder should have prepared RFP for Risk Audit / ISO 31000 certification	Full marks for 2 or more RFP	Documentary evidence (Either PO and SOW or Engagement Letter) for assignment to be submitted	5
		4 marks for 1 RFP		
6	Manpower strength of Risk Management practice who are having more than 3 years of experience focused on delivery of Risk consulting engagements in India	>= 20 Staff – 25 Marks	CV of employees signed by authorized signatory	25
		>=15 and < 20 – 23 Marks		
		>=10 and < 15 – 21 Marks		
7	Bidder should give a presentation on the approach and methodologies to be adopted for delivering the program milestones and other program deliverables. The technical competence and capability of the bidder should clearly be reflected in the presentation. It should also cover bidder's past experience. Technical Presentation must fulfil the binding criteria as mentioned in SoW and Eligibility Criteria. If any bidder fails to make a presentation, they will not be given any marks.	Understanding of UIIC's business and operating environment – 5 Marks		25
		Understanding of UIIC's proposed SOW – 5 Marks		
		Bidder's knowledge and experience to deliver scope of the assignment -5 Marks		
		Detailed approach -10 Marks		
Total				100



00100/ ERM/RFP/1/2023-2024

Empanelment of Consultants for providing Risk Management Consultancy Services & identifying technology partner for Risk Management Software Implementation

Signature _____

Designation _____

Name _____

Date _____

(Company Seal)

Provide attested documentary evidence in support of the above

5.6 Annexure 6: List of Bidder's Major Clients

Please attach Risk Management Consultancy completion certificates/citations/notification for each reference provided.

S. N.	Client Name	Name, Designation, e-Mail, Address, Telephone Number	Scope of Consultancy	Present Status

Signature _____

Name _____

Designation _____

Date _____

(Company Seal)

Provide attested documentary evidence in support of the above-mentioned Risk Management Consultancy Services.

5.7 Annexure 7: Reference Form for Risk Management Consultancy Services

Refer RFP Section 1.5 for eligibility criteria.

Please provide separately each references of the consultancy services that most closely reflect similar projects to the UIIC's scope of work which have been completed within the past five (5) years. References where consultancy is complete with satisfaction of the client should be highlighted for the UIIC's evaluation purposes. Please use the following format in submitting references. Please use the following format in submitting references.

GENERAL BACKGROUND	
Name of Client	
Address	
Reference Contact Person	
Reference Phone	
Reference E-mail address	
Start date of the Project	
Date of Final Report	
Summary of Project	
PROJECT SCOPE	
Signature	
Designation	
Name	

Date _____

(Company Seal)

Provide attested documentary evidence in support of the above



5.8 Annexure-8: Office locations and service infrastructure facilities

Details of the Centre(s) owned and operated by the Bidder							
Name of City where office is located	Address	Contact Person	Telephone Number(s)	Fax Number(s)	E-mail address	Working hours	Remarks

Signature _____

Designation _____

Name _____

Date _____

(Company Seal)

5.9 Annexure 9: Non-Disclosure Agreement

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

This confidentiality and non-disclosure agreement is made on the.....day of....., 20.....

BETWEEN (Bidder), (hereinafter to be referred to as “”) which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns a company incorporated under the Companies Act, 1956 and having its principal office at (address).

AND **UNITED INDIA INSURANCE COMPANY LIMITED** (hereinafter to be called “**UIIC**”) which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns having its

Head Office, at NALANDA # 19, 4th Lane, Nungambakkam High Road, Chennai – 600 034 on the following terms and conditions:

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

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

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

1. DEFINITIONS

- a. **CONFIDENTIAL INFORMATION** means all the information of the Disclosing Party which is disclosed to the Receiving party pursuant to the business arrangement whether oral or written or through visual observation or in electronic mode and shall include but is not limited to trade secrets, know-how, inventions, techniques, processes, plans, algorithms, software programs, source code, semiconductor designs, schematic designs, business methods, customer lists, contacts, financial information, sales and marketing plans techniques, schematics, designs,

contracts, financial information, sales and marketing plans, business plans, clients, client data, business affairs, operations, strategies, inventions, methodologies, technologies, employees, subcontractors, the contents of any and all agreements, subscription lists, customer lists, photo files, advertising materials, empanelment quotations, charity contracts, documents, passwords, codes, computer programs, tapes, books, records, files and tax returns, data, statistics, facts, figures, numbers, records, professionals employed, correspondence carried out with and received from professionals such as Advocates, Solicitors, Barristers, Attorneys, Chartered Accountants, Company Secretaries, Doctors, Auditors, Surveyors, Loss Assessors, Investigators, Forensic experts, scientists, Opinions, Reports, all matters coming within the purview of Privileged Communications as contemplated under Indian Evidence Act, 1872, legal notices sent and received, Claim files, Insurance policies, their rates, advantages, terms, conditions, exclusions, charges, correspondence from and with clients/ customers or their representatives,, Proposal Forms, Claim-forms, Complaints, Suits, testimonies, matters related to any enquiry, claim-notes, defenses taken before a Court of Law, Judicial, Quasi- judicial bodies, or any Authority, Commission, pricing, service proposals, methods of operations, procedures, products and/ or services and business information of the Disclosing Party. The above definition of Confidential Information applies to both parties equally; however, in addition, without limitation, where the Disclosing Party is the UIIC, no information that is exempted from disclosure under section 8 or any other provision of Right to Information Act, 2005 shall at any time be disclosed by the Receiving Party to any third party.

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

2. COVENANT NOT TO DISCLOSE

The Receiving Party will use the Disclosing Party's Confidential Information solely to fulfill its obligations as part of and in furtherance of the actual or potential business relationship with the Disclosing Party. The Receiving Party shall not use the Confidential Information in any way that is directly or indirectly detrimental to the Disclosing Party or its subsidiaries or affiliates, and shall not disclose the Confidential Information to any unauthorized third party. The Receiving Party shall not disclose any Confidential Information to any person except to its employees, authorized agents, consultant and contractors on a need to know basis, who have prior to the disclosure of or access to any such Confidential Information agreed in writing to receive it under terms at least as restrictive as those specified in this Agreement.

In this regard, the agreement entered into between the Receiving Party and any such person/s shall be forwarded to the Disclosing Party promptly thereafter. Prior to disclosing any Confidential Information to such person/s, the Receiving Party shall inform them of the confidential nature of the information and their obligation to refrain from disclosure of the Confidential Information. The Receiving party shall use at least the same degree of care in safeguarding the Confidential

Information as it uses or would use in safeguarding its own Confidential Information, and shall take all steps necessary to protect the Confidential Information from any unauthorized or inadvertent use. In no event shall the Receiving Party take all reasonable measures that are lesser than the measures it uses for its own information of similar type. The Receiving Party and its Representatives will immediately notify the Disclosing Party of any use or disclosure of the Confidential Information that is not authorized by this Agreement. In particular, the Receiving Party will immediately give notice in writing to the Disclosing Party of any unauthorized use or disclosure of the Confidential Information and agrees to assist the Disclosing Party in remedying such unauthorized use or disclosure of the Confidential Information.

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

1. the fact that any investigations, discussions or negotiations are taking place concerning the actual or potential business relationship between the parties,
2. that it has requested or received Confidential Information, or
3. any of the terms, conditions or any other fact about the actual or potential business relationship.

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

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

3. RETURN OF THE MATERIALS

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

4. OWNERSHIP OF CONFIDENTIAL INFORMATION

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

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

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

5. REMEDIES FOR BREACH OF CONFIDENTIALITY

- a. The Receiving Party agrees and acknowledges that Confidential Information is owned solely by the disclosing party (or its licensors) and that any unauthorized disclosure of any Confidential Information prohibited herein or any breach of the provisions herein may result in an irreparable harm and significant injury and damage to the Disclosing Party which may be difficult to ascertain and not be adequately compensable in terms of monetary damages. The Disclosing Party will have no adequate remedy at law thereof, and that the Disclosing Party may, in addition to all other remedies available to it at law or in equity, be entitled to obtain timely preliminary, temporary or permanent mandatory or restraining injunctions, orders or decrees as may be necessary to protect the Disclosing Party against, or on account of, any breach by the Receiving Party of the provisions contained herein, and the Receiving Party agrees to reimburse the reasonable legal fees and other costs incurred by Disclosing Party in enforcing the provisions of this Agreement apart from paying damages with interest at the market rate prevalent on the date of breach to the Disclosing Party.
- b. The Receiving Party agrees and acknowledges that any disclosure, misappropriation, conversion or dishonest use of the said Confidential Information shall, in addition to the remedies mentioned above, make the Receiving Party criminally liable for Breach of Trust under section 405 of the Indian Penal Code.

6. TERMS

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

7. GOVERNING LAW & JURISDICTION

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

8. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement and understanding between the parties as to the subject-matter of this Agreement and supersedes all prior or simultaneous representations, discussions, and

negotiations whether oral or written or electronic. This Agreement may be amended or supplemented only by a writing that is signed by duly authorized representatives of both parties.

9. WAIVER

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

10. SEVERABILITY

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



11. NOTICES

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

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

a) SIGNED SEALED & DELIVERED BY THE
INSURANCE COMPANY

b) SIGNED SEALED & DELIVERED BY THE BIDDER

Deputy General Manager

In the presence of

In the presence of

Witnesses:1 _____

Witnesses:1 _____

Witnesses:2 _____

Witnesses:2 _____

**5.10 Annexure 10: Pre-Contract Integrity Pact (Format)
(Bidders to submit 2 (two) copies of integrity pact in ₹ 100 stamp paper)**

Ref. 000100/ERM/RFP/1/2023-2024 – “ Empanelment of Consultants for providing Risk Management Consultancy Services & identifying technology partner for Risk Management Software Implementation”

Date:

1 General

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at _____ place _____ on _____ day of the month of _____, 2023 between United India Insurance Company Limited, having its Head Office at NALANDA # 19, 4th Lane, Nungambakkam High Road, Chennai – 600 034 (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 Empanelment of Consultants for providing Risk Management Consultancy Services & identifying technology partner for Risk Management Software Implementation

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 empanelment 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 empanelment 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 empanelment, 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 empanelment in exchange for an advantage in the bidding process, bid evaluation, empanelment or implementation process related to the empanelment.

2.2 The BUYER will during the pre-empanelment 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 empanelment process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the empanelment 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-empanelment or post-contact stage in order to secure the empanelment 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 empanelment.

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 Empanelment or forbearing to do or having done any act in relation to the obtaining or execution of the empanelment or any other empanelment with the Government for showing or forbearing to show favour or disfavour to any person in relation to the empanelment or any other empanelment 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/empanelment.

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 empanelment 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-empanelment negotiations or before signing the empanelment, 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 empanelment and the details of services agree upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the empanelment to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain or pass on the others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 if the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative to any of the officers of the BUYER or alternatively, if any relative of the officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. The term 'relative' for this purpose would be as defined in Section 2 (77) of the Companies Act, 2013.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4 Previous 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 empanelment, if already awarded, can be terminated for such reason.

5 Earnest Money (Security Deposit): No EMD applicable for this RFP.

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-empanelment stage) and /or Security Deposit/Performance Bond) (after the empanelment 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 empanelment 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 empanelment 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) empaneled for the purposes of this Pact.

7 Fall Clause

7.1 The BIDDER undertakes that it shall not supply identical solution(s) in comparable business circumstances at a price lower than that offered in the present bid in respect of any other Public Sector Bank / Insurance Company in India and if it is found that within one year after the signing of empanelment that identical solution(s) is supplied by the BIDDER to any other Public Sector Bank / Insurance Company in India at a lower 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 empanelment has already been concluded.

8 Independent Monitors

8.1 UIIC has empaneled 2 IEMs (Independent Monitors hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

8.2 The Integrity Pact envisages a panel of Independent External Monitors (IEMs) to review independently and objectively, whether and to what extent parties have complied with their obligation under the pact. The IEM has the right to access to all the project document.

8.3 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.

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

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

8.6 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

8.7 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 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.

8.9 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.

8.10 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 3 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later in case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.



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 _____

For & on behalf of United India Insurance Co. Ltd

For & on behalf of (BIDDER'S NAME)

DEPUTY GENERAL MANAGER

CHIEF EXECUTIVE OFFICER

In the presence of:

In the presence of:

Witnesses - 1:

Witnesses - 1:

Witnesses - 2:

Witnesses - 2:

5.11 Annexure 11 : No Blacklisting Declaration
(To be submitted on Bidder's Letterhead)

To
The Deputy General Manager
Enterprise Risk Management Department,
United India Insurance Company Limited,
Head Office ,7th Floor, NALANDA",
No.19, IV Lane, Nungambakkam High Road,
Chennai- 600034

Subject: Submission of No Black Listing Self-Declaration for Tender Ref. No. 000100/ERM/RFP/1/2023-2024 - "Request for Proposal (RFP) – Empanelment of Consultants for providing Risk Management Consultancy Services & identifying technology partner for Risk Management Software Implementation"

Dear Sir/Madam

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

Date:

Signature of Authorized Signatory:

Place:

Name of the Authorized Signatory:

Designation:

Name of the Organization:

Seal:



5.12 Annexure 12 - Restriction of Purchase from Countries Sharing Land Border with India

<To be submitted in the Bidder's letter head along with eligibility criteria >

Ref. No:

To

The Deputy General Manager

Enterprise Risk Management Department

United India Insurance Company Limited

Head Office, 19, 4th Lane, Nungambakkam High Road,

Chennai – 600034

Subject: Offer for RFP Ref. No. 000100/ERM/RFP/1/2023-2024 - “Request for Proposal (RFP) – Empanelment of Consultants for providing Risk Management Consultancy Services & identifying technology partner for Risk Management Software Implementation”

Dear Sir/Madam,

I have read Office Memorandum F.No.6/18/2019-PPD dated 23.07.2020 issued by the Ministry of Finance, Department of Expenditure, Public Procurement Division Inserting Rule 144 (xi) in GFRs 2017 which defines clauses regarding restrictions or procurement from a bidder of a country which shares a land border with India. I certify that this bidder is not from such a country or, if from such a country, has been registered with the competent authority, I certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the competent authority shall be attached.]”

Authorized Signatory

Name Designation

Office Seal

Place:

Date:

5.13 Annexure 13 – Format for Pre-Bid Queries

Sr No	Bidder Name	Page No(tenderRef)	Clause(tender Ref)	Description in the tender (tender Ref)	Query
1					
2					
3					

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



00100/ERM/RFP/1/2023-2024

Empanelment of Consultants for providing Risk Management Consultancy Services & identifying technology partner for Risk Management Software Implementation

5.14 Annexure 14 – Certificate for Tender Fee Cost Waiver for MSME/NSIC Firms
(in Letter head of Chartered Accountant)

Ref. No. 00100/ERM/2023-24/01

Date:

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s. _____, having registered office at _____ has made an investment of Rs. _____/- in _____, as per Audited Balance Sheet as on 31.03.2022. Further we certify that the Company is classified under Micro and Small Enterprise (MSE) as per MSME Act 2006 and subsequent government notifications.

We have checked the books of the accounts of the company and certify that the above information is true and correct.

Chartered Accountant Firm Name

Signature

Name

Reg.No

VID No.

Firm

Seal

5.15 Annexure 15– Bid Submission Checklist

S.No.	Document	Enclosed (Yes/No) ,Page Number
1.	Eligibility cum Technical Bid	
1.1	A letter on the bidder’s letter-head: <ul style="list-style-type: none"> a. Describing the point wise confirmation in respect of the eligibility criteria enumerated in <u>Annexure-4</u>. b. Certifying that the period of validity of bids is 180 days from the last date of submission of bid. 	
1.2	The profile of the bidder (template given in <u>Annexure-3</u>)	
1.3	Tender Offer Letter as per <u>Annexure-1</u>	
1.4	Proof of Submission of Tender Fee.	
1.5	Power-of-attorney granting the person signing the bid the right to bind the bidder as the ‘Constituted attorney of the company’.	
1.6	Bidder shall submit PAN number, GST Registration number	
1.7	Statement of No-Deviation as per <u>Annexure-2</u>	
1.8	List of Bidder’s Major Clients <u>Annexure-6</u>	
1.9	Reference Form for Risk Management Consultancy <u>Annexure-7</u>	
1.10	Office locations and service infrastructure facilities <u>Annexure-8</u>	
1.11	Technical Experience Details <u>Annexure-5</u>	
1.12	Integrity Pact as per <u>Annexure-10</u>	
1.13	No Blacklisting Declaration as per <u>Annexure-11</u>	

1.14	Land Border Sharing Declaration as per <u>Annexure-12</u>	
1.15	Copy of RFP published in the website (https://uiic.co.in/en/tenders-rfp) duly signed and stamped	
1.16	Certificate for Tender Fee Cost Waiver for MSME/NSIC Firms as per <u>Annexure -14</u> (in case of MSME/Startups)	

MSME

6 INSTRUCTIONS TO BIDDERS FOR ONLINE SUBMISSION

The bidders are required to submit soft copies of their bid electronically on the e-Nivida Portal using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the e-Nivida Portal, prepare their bids in accordance with the requirements and submit their bids online on the e-Nivida Portal. For more information, bidders may visit the UIIC e-Nivida Portal (<https://uiic.enivida.com/>).

6.1. Registration Process on Online Portal

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

6.2. Tender Documents Search

- Various built-in options are available in the e-Nivida Portal like Department name, Tender category, estimated value, Date, other keywords, etc. to search for a tender published on the Online Portal.
- Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective ‘Interested tenders’ folder.
- The bidder should make a note of the unique Tender No assigned to each tender; in case they want to obtain any clarification/help from the Helpdesk.

6.3. Bid Preparation

- Bidder should take into account any corrigendum published on the tender document before submitting their bids.

- Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that needs to be submitted.
- Any deviations from these may lead to rejection of the bid.
- Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLSX/PNG, etc. formats.

6.4. Bid Submission

- Bidder to log into the site well in advance for bid submission so that he/she uploads the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- Bidders to note that they should necessarily submit their financial bids in the prescribed format given by department and no other format is acceptable.
- The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, the opening of bids, etc.
- The bidders should follow this time during bid submission.
- All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.
- The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- The off-line tender shall not be accepted and no request in this regard will be entertained whatsoever.

6.5. Amendment of Bid Document

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

6.6. Assistance to Bidders

- Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- Any queries relating to the process of online bid submission or queries relating to e-Nivida Portal, in general, may be directed to the 24x7 e-Nivida Helpdesk. The contact number for the helpdesk are:
Gagan(8448288987/89/eprochelpdesk.01@gmail.com), Ambika(8448288988/94/eprochelpdesk.02@gmail.com), Retnajith (9355030607), Sanjeet (8882495599), Rahul Singh (8448288982), Amit (9355030624), Abhishek Kumar (9355030617), Tariq (9355030608)
- The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bid(s). The bid should be submitted through e-Nivida portal (<https://uiic.enivida.com/>) only.

(End of RFP)

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