

# REQUEST FOR PROPOSAL (RFP) FOR ENTERPRISE MESSAGING SOLUTION

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000100/HO IT/RFP/474/2020-2021



**United India Insurance Company Limited**

**Information Technology Department**

Registered: 24, Whites Road, Chennai 600014

Head Office: IV Lane, 19 Nungambakkam High Road, Chennai 600034

Sr. no.	Description	
1	Name of the Tender	REQUEST FOR PROPOSAL (RFP) FOR Enterprise Messaging Solution
2	Tender Reference Number	000100/HO IT/RFP/474/2020-2021
3	Tender Release Date	28/01/2021
4	Last date for queries through email (rfp.sms@uiic.co.in)	05/02/2021
5	Last date for bid submission	11/02/2021 (03:00 PM)
6	Address for submitting of Bids	The bidding process is completely online. Bidders are requested to submit all documents online as detailed in this RFP. For further instructions regarding submission of bids online, the bidders shall visit the e-tender portal ( <a href="https://uiic.enivida.com">https://uiic.enivida.com</a> ) and can also Refer RFP Section 4.
7	Tender Fee (Non-Refundable)	₹ 5,000 /-(Rupee Twenty-Five Thousand only)
8	Email ID for communication	<a href="mailto:rfp.sms@uiic.co.in">rfp.sms@uiic.co.in</a>

**Note:**

1. Bids will be opened in the presence of the Bidders' representatives who choose to attend.
2. Any queries relating to the process of online bid submission or queries relating to e-Nvida Portal, in general, may be directed to the 24x7 e-Nvida Helpdesk.
3. The contact numbers for the helpdesk are **Gagan (8448288987/89/epochelpdesk.01@gmail.com), Ambika (8448288988/94/epochelpdesk.02@gmail.com), Retnajith (9355030607), Sanjeet (8882495599), Rahul Singh (8448288982), Amit (9355030624), Abhishek Kumar (9355030617), Tariq (9355030608)**

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## **Section A: General Terms and conditions of Tender**

### **1. ABOUT THE COMPANY**

United India Insurance Company Limited (UIIC) is a leading public sector General Insurance Company transacting General Insurance business in India with Head Office at Chennai, with 30 Regional Offices, 7 Large Corporate and Brokers Cells and 2000+ Operating Offices geographically spread throughout India. United India Insurance Company Limited, hereinafter called "UIIC" or "The Company", which term or expression unless excluded by or repugnant to the context or the meaning thereof, shall be deemed to include its successors and permitted assigns, issues this bid document, hereinafter called Request for Proposal or RFP.

### **2. DISCLAIMER**

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

### **3. DEFINITION OF TERMS USED IN THIS DOCUMENT**

- **"Company/UIIC/purchaser"** means United India Insurance Company Limited.
- **"Bidder"** is a company, which participates in the tender and submits the bid as prescribed and shall be the owner/certified or authorized agent of the solution offered.
- **"Products/equipment"** means all the active and passive hardware and software, software licenses, and/or other materials, which the Successful Bidder is required to support/ maintain as per this tender.
- **"Bidder"** means a company, which, after the complete evaluation process, gets the Letter of Acceptance.
- **"Letter of Acceptance / LOA"** means the issue of a signed letter by the Purchaser stating its intention to award the work mentioning the total Contract Value.

- **“OEM”**- means Original Equipment Manufacturer and/or Original Software Developer.

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

- The UNITED INDIA INSURANCE Co. Ltd. invites bids for Enterprise Messaging Solution.
- Tender Bidding Methodology: 'Single Stage Online submission & Three stage online opening'  
[Eligibility Criteria, Technical Bid & Commercial Bid].
- The bidding process is completely online. Bidders are requested to submit all documents online as detailed in this RFP. Bidders should submit hard copy if demanded or a clarification is sought in this regard.

##### **4.1 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 all three sections i.e. Eligibility Criteria, Technical Bid & Commercial Bid and all relevant scanned copies to be attached.

##### **4.2 ONLINE DOCUMENT TO BE SUBMITTED:**

The bidders should mandatorily attach scanned copies of the following documents in the respective sections.

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

- Authorized signatory of the Bidder signing the Bid Documents should be empowered to do so as per **Annexure I**. Proof in the form of letter signed by a Director or Company Secretary to be attached.
- Bidder profile as per **Annexure II**.
- No Blacklisting Declaration as per **Annexure III**.
- Eligibility Criteria Declaration Form as per Annexure IV. All supporting documents as detailed in **Annexure IV**.
- Letter of Authorization / Manufacturer Authorization by Power of Attorney of OEM as per **Annexure V**.
- Bid Security Declaration as per **Annexure VI**.
- Non-disclosure agreement to be submitted as per **Annexure VII**.
- Performance Security as per **Annexure VIII**.
- Copy of this RFP duly signed and stamped as token of acceptance of all the

terms and conditions of this tender.

- Undertaking for Nil deviation as per **Annexure XI**.
- Pre-Contract integrity pact as per **Annexure XII**.

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

- Technical Bid is to be submitted as per **Annexure IX**.

**FINANCIAL DOCUMENTS (ONLINE SUBMISSION - SCANNED DOCUMENTS):**

- Commercial Bid to be submitted as per **Annexure X**.

**5. TENDER FEE**

A non-refundable tender document fee of ₹ 5,000/- (Rupees Five Thousand Only) shall be remitted through NEFT at least two days prior to the tender submission date to the below account:

Beneficiary Name	United India Insurance Company Limited
IFSC Code	INDB0000007
Account No	200999095210000100RFPSMS2021
Bank Details	IndusInd Bank
Remarks	TENDER_FEE_RFPSMS<Depositor Name>

**6. BID SECURITY DECLARATION**

- Bid Security Declaration has to be submitted as per **Annexure VI**.

**7. REJECTION OF TENDERS**

The tender is liable to be rejected *interalia*:

- If it is not in conformity with the instructions mentioned herein.
- If it is not accompanied by the requisite Bid Security Declaration.
- If it is not properly signed by the bidder.
- If it is received after the expiry of the due date and time.
- If it is incomplete including non-furnishing of the required documents and/or evasive.

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

- Accept / Reject any of the Tender/s.
- Revise the quantities at the time of placing the order.
- Add, Modify, Relax or waive any of the conditions stipulated in the tender specification wherever deemed necessary.
- Reject any or all the tenders without assigning any reason thereof.
- To order additional quantities if necessary during the price validity period.

## **9. VALIDITY OF TENDERS**

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

## **10. GENERAL TERMS**

- The successful bidder shall sign the agreement within 15 days from the date of Letter of Acceptance (LOA) from UIIC.
- The agreement shall be in force for a period of 3 years from the date of issue of Purchase Order and may be extended on mutually agreed terms.
- The offer containing erasures or alterations will not be considered. There shall be no handwritten material, corrections or alterations in the offer.
- Addendum/Amendments/Corrigendum, if any, will be communicated through UIIC e-Tendering portal <https://uiic.enivida.com> only. UIIC reserves the right to cancel the tender at any time without incurring any penalty or financial obligation to any bidder.
- UIIC reserves its right to carry out inspection of the proposed solution facility, if required. There shall not be any additional charges for such inspection.
- UIIC is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, GOI. The policy details are available on the website [www.dcmsme.gov.in](http://www.dcmsme.gov.in).
- These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs).
- Such MSEs would be entitled for exemption from furnishing tender fee. In case of any issue on the subject matter, the MSE's may approach the tender inviting authority to resolve their grievances.
- Agencies/ Bidders desirous of availing exemptions/ preference under above provisions should submit a copy of proof of Registration as MSEs/ and ownership of the same by SC/ST along with the tender/RFP.

The bidder to note that splitting of order would not be applicable in this tender.

## **11. SECURITY DEPOSIT**

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



**12. NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER**

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

**13. FORMAT AND SIGNING OF BID**

Proposals submitted in response to this tender must be signed by (in all the pages) the Authorized signatory of the Bidder's organization as mentioned in the Power of Attorney or Letter of Authorization.

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

**14. PROCEDURE FOR PROCESSING THE TENDER DOCUMENT**

- Tender Bidding Methodology: 'Single Stage Online submission & Three stage online opening [Eligibility Criteria, Technical Bid & Commercial Bid].
- The bids would be opened by the Committee constituted by the Company.
- Failure to submit any documents under any of the three sections could lead to rejection of bids.
- The Committee will open the commercial bids of those bidders who qualify the minimum technical requirements (Technical Bid). The date & time of opening the Commercial Bids would be intimated to the qualified bidders.

- This procedure is subject to changes, if any and the procedure adopted by the Company for opening the tender shall be final and binding on all the parties.



**SECTION B: - SCOPE OF THE TENDER AND DETAILS OF WORK INVOLVED****1. INFRASTRUCTURE REQUIREMENT**

UIC is a leading Public Sector General Insurance company in India has its current Enterprise Messaging Solution as an elementary cloud based solution which only sends transactional SMS to the customers. In addition we visualize a solution that will facilitate sending SMS to customers for various transactions like policy issuance, claim approvals and payment disbursement alerts to customers and intermediaries. In addition, we would also need to send renewal alerts and promotional SMS's that disseminate information relating to existing and newly launched products. We would also need to implement a solution that would accept inward SMS's from the customers and trigger a preconfigured action that will be configured in our Insurance Application and thus help us to revert to the customer with the information that the customer has sought for. We would also need Short URL service for shortening of long URL in the SMS. Also setting in place intuitive methods of IVRS/OBD/Missed call/IBD/WhatsApp based interaction is also on our future agenda.

The purpose of this RFP is to identify a solution that could be centrally deployed for use across the country. The objective is an Enterprise Messaging Solution which will enable faster and more efficient interaction with our existing customer base and also increase the turnaround times of our responses. The proposed solution should ideally be a cloud based solution that will require no local hardware/software installation.

**2. SCOPE OF WORK INVOLVED**

Scope of BID includes but not restricted to the following:

- i. The Bulk SMS Services should cover the facility like Push Service and Pull SMS using long code/short code/VMN.
- ii. The Push SMS will be in following categories:

SMS Category	Description	Delivery Time	Existing Volume	Estimated Volume* (March 2021)	Estimated Volume* (March 2022)
Category 1	OTP SMS	Within 5 Sec	20,000 (per day)	30,000 (per day)	40,000 (per day)
Category 2	Implicit/Batch SMS in real time	Within 30 Sec	4 Lakh (per day)	6 Lakh (per day)	10 Lakh (per day)
Category 3	Promotional	Within 30 Min	30 Lakh	40 Lakh	50 Lakh

	SMS		(per month)	(per month)	(per month)
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\* These volumes are only estimate as per present records and UIIC doesn't guarantee the same.

- iii. Final Selected L-1 bidder has to provide easy to remember codes (long code/short code/virtual mobile number codes) for the use of UIIC, which can be used for providing PULL SMS services to its customer both in India and Abroad, without any extra cost to UIIC.
- iv. The bidder should provide USSD services to UIIC compatible with all telecom operators who are extending USSD services. In case any operator has not enabled the USSD service, necessary document stating the same from concerned operator should be provided. However it will be the responsibility of the bidder to enable USSD services across all operators. USSD will be accessed using code and after calling this code, it will be interactive banking through USSD for doing different transactions
- v. The bidder should have capabilities to send SMS to all GSM and CDMA handsets and on all telecom operators available in India and abroad without any exception.
- vi. The bidder shall be responsible for delivery of real time SMS alerts on 24\*7\*365 basis as per the requirement of UIIC as mentioned under Para number ii above.
- vii. The solution offered should provide Push, Pull and USSD based SMS alert services to UIIC. For providing these services the offered solution should be seamlessly integrated with our CORE Insurance Application of UIIC. The integration cost, wherever applicable, will be borne by the bidder.

## **SECTION C - COMMERCIAL BID, PAYMENT AND OTHER TERMS**

### **1. COMMERCIAL BID EXPLANATORY NOTES**

The bidder shall provide commercial quote as per the format given in **Annexure X**.

### **2. PRICE AND TAXES**

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

**There shall be no escalation in the prices once the prices are fixed and agreed to by the Company and the bidders.** But, any benefit arising out of any subsequent reduction in the prices due to reduction in duty & taxes after the prices are fixed and before the delivery should be passed on to the Purchaser/Company.

### **3. DELIVERY AND INSTALLATION OF THE SOLUTION**

- The delivery time shall be maximum two weeks from the date of purchase order.
- In case bidder is not able to complete required integrations within stipulated period of 2 Weeks from the date of order, an additional period of 2 weeks (with penalty) will be allowed to the bidder for completing the integrations. Post expiry of initial 2 weeks for completing integrations, a penalty of Rs.10,000/- per day subject to a maximum of Rs.1,50,000/-(Rupees One Lac Fifty Thousand Only) will be charged during additional 2 weeks period allowed for completing integrations.

For the purpose of this clause, part of the week is considered as a full week. The above penalty amount can be recovered by the Bank by invoking performance bank guarantee as the case may be.

After the delivery is made, if it is discovered that the items supplied are not according to our specification, such supply would be rejected at the supplier's cost.

- In case bidder fails to complete required integrations, within a total period of four weeks (2 weeks + 2 weeks (with penalty)), then the Order will be cancelled and awarded to the L2 bidder.

### **4. PAYMENT TERMS**

Payments of taxes and all other applicable government levies will be made according to the rules and regulations as existing on the date of the payment.

In case there is price reduction in service components during the contract period then the bidder should pass on all such benefits to UIIC.

No advance payment will be made in any case.

#### **Monthly Payment Terms:**

- All Charges will be billed on a monthly basis and all rates will be valid for 36 months.
- The calculation for number of SMS sent would be based on all SMS sent transactions issued by applications installed at UIIC.
- No payment will be made for SMS alerts **failed/not delivered** due to any failure

from the bidder/telecom operator.

- Bidders to ensure inter-operability between all existing and new service providers for delivery of Push/Pull type SMSs and USSD Services.
- Bidder will provide details of SMS delivered by them with bifurcation of successful, unsuccessful messages. The error code showing the reason for non-delivery will be clearly specified in the invoice.
- All payments will be made after deducting penalties, if any.

**5. Warranty and Maintenance (AMC)**

- The Bidder shall provide Three years comprehensive on-site warranty for the equipment (hardware, software and other components supplied as part of the project) if any, commencing from the date of installation of the equipment at the respective offices of the Company as provided in the Purchase Order / Contract for Supply. With regard to the software, the update and upgrade support for newer version should be provided during the warranty period.
- The bidder shall also offer One year comprehensive AMC (onsite support & maintenance) at the various locations for hardware supplied after expiry of warranty period. AMC shall include repairs and replacements of equipment.

**6. PUBLICITY**

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

**7. FORCE MAJEURE**

Neither the Company nor the Bidder shall be liable to each other for any delay or failure to perform their part of the obligation due to occurrences beyond their control because of fire, floods, acts of God, act of public enemy, war, insurrection, riots, strikes, lockouts, any law, statute, ordinance, Government notifications or order of the court. In such an event either party shall forthwith notify the other within 2 weeks from the commencement of the said contingency, stating the date of commencement and probable duration of such contingency and shall prove that the said contingency is a Force Majeure item, which affects the performance of the obligation. If such a contingency continues beyond a period of eight weeks, parties shall discuss and agree upon any equitable solution and decide the course of action to be adopted.

**8. SERVICE LEVEL AGREEMENT:**

**Delay in delivery of Push Type SMS Alerts**

The SMS sent by UIIC will have to be delivered within the stipulated timelines. Failure to comply with the time frames for delivery of the messages pushed by UIIC shall attract penalty as follows:

Particular	Penalty
Any SMS Alert not delivered due to any technical	10 times of per SMS

fault/failure on the part of bidder/telecom operator	cost of the respective category
Category 1 SMSs delivered after 1 minutes	2 times of per SMS cost of the respective category
Category 2 SMSs delivered after 5 minutes	5 times of per SMS cost of the respective category
Category 3 SMSs delivered after 2 hrs. but before 6 hrs	5 times of per SMS cost of the respective category
Category 3 SMSs delivered after 6 hrs	10 times of per SMS cost of the respective category

If SMS alert delivery failure is 10% and above for consecutive two months, UIIC may invoke performance bank guarantee.

UIIC expects the uptime of 99.99% of the complete solution to be calculated on monthly basis. Any degradation from the agreed uptime shall invite penalties from the bills of respective months, as under:

Uptime/Availability	Penalty on Monthly basis
<99.99% up to 99%	2% of the monthly bill of respective month
<99% up to 98%	5% of the monthly bill of respective month
<98% up to 97%	8% of the monthly bill of respective month
<97%	10% of the monthly bill of respective month

If uptime of services provided by bidder to UIIC as per the RFP for SMS alert delivery is less than 97% for two consecutive months, UIIC may invoke performance bank guarantee.

In Case of invalid phone numbers given by UIIC, the penalty is not applicable. However, the list of invalid phone numbers must be shared to us every month, with the date of attempting the SMS.

## **9. MISCELLANEOUS TERMS AND CONDITIONS**

### **9.1 Termination**

**Insolvency:** The Company may terminate the contract by giving written notice to the bidder without compensation, if the bidder becomes bankrupt or otherwise insolvent, provided that such termination will-not prejudice or affect any right of action or remedy which has

accrued or will accrue thereafter to the company.

## 9.2 Other Terms and Conditions

1. UIIC reserves the right to reject any or all the proposals without giving any reason whatsoever for the rejection.
2. The technical details must be completely filled in correctly.
3. The Addenda/Amendments/Corrigenda, if any will be posted on our website only under [www.uiic.co.in](http://www.uiic.co.in). The prospective bidders should check the website frequently to get the updates on any such changes.
4. The bidder selected after completion of the selection procedure would then need to sign the agreement in conformity with the 'CONDITIONS OF TENDER' and the final price offered.
5. All goods and ancillary services supplied under the contract as replacement /spare shall have their origin in the countries from which there is no export embargo for such goods, services, know-how and technologies to India.
6. The selected bidder should agree to relinquish to the user the right to use all systems, programs know how, if any, supplied as replacement/spare under this contract and as per the contents of the price schedule submitted. There shall be no clause restricting usage of such goods supplied, rented, leased, licensed unless they are under some case of FORCE MAJEURE.
7. The bidder shall ensure that the goods, know-how or the items provided to UIIC are free from all encumbrances, charges, lien, hypothecation, pledge, trademark or patent laws and indemnify UIIC against all third party claims relating to infringement of patent, trademark or industrial design rights arising from the use of the goods or technology or know-how or any part of the same.
8. Nothing mentioned in this clause may be interpreted as a relief or waiver from any warranty or other obligations under the contract.
9. Governing Law: This offer shall be interpreted, construed, or enforced in accordance with the laws of the Republic of India.
10. Jurisdiction: In respect of all disputes arising out of, under or touching the provisions of this offer / contract, the competent Court at Chennai shall alone have the jurisdiction.
11. Escalation of Costs: The bidder shall in no circumstance be entitled to any escalation of costs or price of any material/items supplied or services tendered under the contract.
12. ROYALTIES AND PATENTS: Any royalties or patents or the charges for the use or infringement thereof that may be involved in the contract shall be included in the price. Bidders shall protect the Company against any claims thereof.
13. The product integration should be done in any of the development technology viz. Java, JSP, .net, php, HTML5 etc.



**10. DATE WISE SCHEDULE**

1	Tender Release date	28/01/2021
2	Last date for Submission of Eligibility Bid, Technical Bid and Commercial Bid	11/02/2021



**ANNEXURE I  
FORMAT FOR LETTER OF AUTHORIZATION**

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

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

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

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

Order of Preference Name Designation Specimen Signature

- 1.
- 2.

(Authorized Signatory of the Bidder)

Date:

(Company Seal)

1. Maximum of two persons can be authorized for attending the bid opening.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not submitted.

**ANNEXURE II**  
**BIDDER PROFILE**

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

1) Name and Address of the Company:

2) Registered Address of the Company:

3) GST/ST/VAT Registration Number:

3) Name of authorized Official of the bidder:

- i. Name :
- ii. Designation :
- iii. Phone :
- iv. Fax :
- v. Cell No :
- vi. E-mail :

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Date \_\_\_\_\_

**(Company Seal)**

**ANNEXURE III**  
**NO BLACKLIST DECLARATION**

*(To be submitted in the Bidder's letterhead)*

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

Subject: Submission of No Blacklisting Self-Declaration for Tender Ref. No: “REQUEST FOR PROPOSAL (RFP) FOR Enterprise Messaging Solution”

Dear Sir/Madam,

We do hereby declare and affirm that we have not been blacklisted / debarred by any Government

Departments, Agencies or Public Sector Undertakings in India as on the date of submission of the tender for

“REQUEST FOR PROPOSAL (RFP) for Enterprise Messaging Solution”

(Authorized Signatory of Bidder)

Date:

(Company Seal)

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

- Following is the eligibility criteria for evaluation of qualification of tender:
- Bidder should explicitly state whether he complies with the requirement by stating “Yes” or “No”.

<b>SNO</b>	<b>PARTICULAR</b>	<b>COMPLIANCE (YES/NO)</b>	<b>SUPPORTING DOCUMENTS REQUIRED</b>
1	The bidder should be registered as a company in India as per Company Act 1956.		The attested copies of Certificate of Incorporation and Certificate of Commencement of Business issued by the Registrar of Companies are to be submitted.
2	The bidder should have minimum net worth of ₹ 10 crores during financial year i.e. 2019-2020 and should have registered a Turnover of ₹ 20 Crore or more for each year during the Financial years 2018-2019 and 2019-2020.		The Audited Balance Sheet and Profit & Loss Statement for the period.
3	The bidding company should have experience in providing gateway services for last three years.		A copy of the proof should be submitted in this regard.
4	The Bidder should be in this line of activity and should have executed similar projects in at least Two public sector banks/financial institutions in India. The solution offered should be currently running successfully in at least five Public / Private Sector Scheduled Commercial Bank / Financial institution in India.		Latest purchase orders from such clients to be submitted in this regard.
5	Bidder should have direct tie-up / arrangements with minimum three telecom service provider / operators for within India services and minimum one for international operation.		Copies of Agreements / Certification with the telecom operators with which it has direct connectivity. Undertaking to be provided by bidder to renew agreement up to the validity of the rate contract.
6	The Bidder should have capability to send		Full Address Proof and contact

	alerts from at least two geographical locations ensuring business continuity. Bidder provides address locations from where SMS alerts can be sent.		details for two different locations to be submitted in this regard as per the availability of such locations.
7	Bidder should have capability of sending at least 50 lacs Real Time SMS alerts per day for transaction and should be able to send at least 50 lakh transactional message per day and 2 Crore promotional messages as maximum capacity.		Bidder to submit at least (previous month's) invoice paid by respective institutions. Invoices raised should clearly mention the volume of Real Time SMS Alerts for establishing capability to handle at least 50 lacs Transactional SMS alerts per day for transactions / 2 Crore promotional messages on any one day. Invoices raised by the bidder to clients other than BFSI segment would not be considered for establishing the capability.
8	The Bidder should be able to allocate a minimum throughput 10000 SMS/sec to UIIC.		Certificate to effect from the telecom operator[s] should submit with whom bidder has the tie up to deliver SMS Alerts. Undertaking to be provided for at least minimum throughput 10000 SMS/sec to UIIC for delivery of SMS.
9	Bidder should have not been black listed at any time by the Government / Government agency / Banks / Financial Institutions in India.		Undertaking to be provided.
10	The bidder should be registered telemarketer as per TRAI guidelines or have the arrangement to deliver SMS through any registered telemarketers only.		Certified copy of registration as registered telemarketer as per TRAI guidelines
11	Delivery of SMS alerts should be ensured to all National/International locations without exception.		Undertaking to be provided.
12	The bidder should have a		The contact person (2 Names,

	support/representative office in Chennai to provide onsite support immediately on call.		contact numbers and email Id's to be provided). Three level escalation matrix to be provided, for technical and non-technical issues.
13	Should have at least three customers who are sending a minimum of 1 crore SMS per month.		Invoices to be provided.
14	ISO 9001 AND ISO 27001 certification must be awarded to the bidder.		The certified copy of the certifications awarded.

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

**ANNEXURE V**  
**OEM / DEVELOPER'S AUTHORIZATION FORM**

Date:

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

Dear Sir:

We \_\_\_\_\_ who are established and reputable developers of \_\_\_\_\_ (name & descriptions of products offered) having production facilities at (address of production unit) do hereby authorize M/s \_\_\_\_\_ (Name and address of Agent) to submit a bid, and subsequently negotiate and sign the contract with you against the Tender No : \_\_\_\_\_ (reference of the RFP) for the products developed by us.

We hereby extend our full guarantee and warranty as per Warranty clause of the Conditions of Contract for the products and services offered for supply by the above firm against this RFP and duly authorize said firm to act on our behalf in fulfilling all installation, technical support and maintenance obligations required by the Contract.

In case the bidder is not able to implement the solution to the satisfaction of the Company as per the functional and technical specification of the bid then we will be responsible to implement and maintain the solution till the time specified in this bid at no extra cost to the company.

Yours faithfully,

(Name)  
(Name of Manufacturer)

**Note:** This letter of authority should be on the letterhead of the developer and should be signed by a person competent and having the power of attorney to bind the developer, it should be included by the Bidder in its bid. The above wordings of the letter should not be changed by bidder.



**ANNEXURE VI**

**BID SECURITY DECLARATION**

(To be submitted in the Bidder's letterhead)

**[To be included in Eligibility Criteria]**

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

Re: Your RFP Ref. \_\_\_\_\_ – “e-Tender for Proposal (RFP) for Enterprise Messaging Solution” I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We will be disqualified from bidding any future contract with you including RFP Ref. \_\_\_\_\_ and will also be blacklisted from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.
- c) Have put any deviation, onerous / extraneous condition, assumption or exclusion on requirements, payment terms, integrity pact, SLAs, Scope, sizing and the terms and conditions as mentioned in the said RFP including all corrigendum/amendment floated by United India Insurance Co. Ltd. pertaining to Selection of System Integrator for “Enterprise Messaging Solution”.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Company Seal

**ANNEXURE VII**

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

(To be submitted in separate ₹100 stamp paper)

This confidentiality and non-disclosure agreement is made on the.....day of....., 20.... between (Bidder), (hereinafter to be referred to as “-----”) which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns a company incorporated under the Companies Act, 1956 and having its principal office at.....(address) and UNITED INDIA INSURANCE COMPANY LIMITED (hereinafter to be called “UIIC”) which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns having its Registered Office at ..... (address) on the following terms and conditions:

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

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

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

**1. DEFINITIONS**

(a) CONFIDENTIAL INFORMATION means all the information of the Disclosing Party which is disclosed to the Receiving party pursuant to the business arrangement whether oral or written or through visual observation or in electronic mode and shall include but is not limited to trade secrets, know-how, inventions, techniques, processes, plans, algorithms, software programs, source code, semiconductor designs, schematic designs, business methods, customer lists, contacts, financial information, sales and marketing plans techniques, schematics, designs, contracts, financial information, sales and marketing plans, business plans, clients, client data, business affairs, operations, strategies, inventions, methodologies, technologies, employees, subcontractors, the contents of any and all agreements, subscription lists, customer lists, photo files, advertising materials, contract quotations, charity contracts, documents, passwords, codes, computer programs, tapes, books, records, files and tax returns, data, statistics, facts, figures, numbers, records, professionals employed, correspondence carried out with and received from professionals such as Advocates, Solicitors, Barristers, Attorneys, Chartered Accountants, Company

Secretaries, Doctors, Auditors, Surveyors, Loss Assessors, Investigators, Forensic experts, Scientists, Opinions, Reports, all matters coming within the purview of Privileged Communications as contemplated under Indian Evidence Act, 1872, legal notices sent and received, Claim files, Insurance policies, their rates, advantages, terms, conditions, exclusions, charges, correspondence from and with clients/ customers or their representatives, Proposal Forms, Claim forms, Complaints, Suits, testimonies, matters related to any enquiry, claim-notes, defenses taken before a Court of Law, Judicial Forum, Quasi-judicial bodies, or any Authority, Commission, pricing, service proposals, methods of operations, procedures, products and/ or services and business information of the Disclosing Party. The above definition of Confidential Information applies to both parties equally; however, in addition, without limitation, where the Disclosing Party is the UIC, 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 fulfil its obligations as part of and in furtherance of the actual or potential business relationship with the Disclosing Party. The Receiving Party shall not use the Confidential Information in any way that is directly or indirectly detrimental to the Disclosing Party or its subsidiaries or affiliates and shall not disclose the Confidential Information to any unauthorized third party. The Receiving Party shall not disclose any Confidential Information to any person except to its employees, authorized agents, consultants and contractors on a need to know basis, who have prior to the disclosure of or access to any such Confidential Information agreed in writing to receive it under terms at least as restrictive as those specified in this Agreement. In this regard, the agreement entered into between the Receiving Party and any such person/s shall be forwarded to the Disclosing Party promptly thereafter. Prior to disclosing any Confidential Information to such person/s, the Receiving Party shall inform them of the confidential nature of the information and their obligation to refrain from disclosure of the Confidential Information. The Receiving party shall use at least the same degree of care in safeguarding the Confidential Information as it uses or would use in safeguarding its own Confidential Information and shall take all steps necessary to protect the Confidential Information from any unauthorized or inadvertent use. In no event shall the Receiving Party take all reasonable measures that are lesser than the measures it uses for its own information of similar type. The Receiving Party and its Representatives will immediately notify the Disclosing Party of any use or disclosure of the Confidential Information that is not authorized by this Agreement. In particular, the Receiving Party will immediately give notice in writing to the Disclosing Party of any unauthorized use or disclosure of the Confidential Information and agrees to assist the Disclosing Party in remedying such unauthorized use or disclosure of the Confidential Information. The Receiving Party and its Representatives shall not disclose to any person including, without limitation any corporation, sovereign, partnership, company, Association of Persons, entity or individual

(i) The fact that any investigations, discussions or negotiations are taking place concerning the actual or potential business relationship between the parties,  
(ii) That it has requested or received Confidential Information, or  
(iii) Any of the terms, conditions or any other fact about the actual or potential business relationship. This confidentiality obligation shall not apply only to the extent that the Receiving Party can demonstrate that:

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

### **3. RETURN OF THE MATERIALS**

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

### **4. OWNERSHIP OF CONFIDENTIAL INFORMATION**

The Disclosing Party shall be deemed the owner of all Confidential Information disclosed by it or its agents to the Receiving Party hereunder, including without limitation all patents, copyright, trademark, service mark, trade secret and other proprietary rights and interests therein, and Receiving Party acknowledges and agrees that nothing contained in this Agreement shall be construed as granting any rights to the Receiving Party, by license or otherwise in or to any Confidential Information. Confidential Information is provided "as is" with all faults. By disclosing Information or executing this Agreement, the disclosing party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right.

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

## **5. REMEDIES FOR BREACH OF CONFIDENTIALITY**

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

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

## **6. TERM**

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

## **7. GOVERNING LAW & JURISDICTION**

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

## **8. ENTIRE AGREEMENT**

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

## **9. WAIVER**

No term or provision hereof will be considered waived by either party and no breach excused by the Disclosing Party, unless such waiver or consent is in writing signed by or on

behalf of duly Constituted Attorney of the Disclosing Party. No consent or waiver whether express or implied of a breach by the Disclosing Party will constitute consent to the waiver of or excuse of any other or different or subsequent breach by the Receiving Party.

**10. SEVERABILITY**

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

**11. NOTICES**

Any notice provided for or permitted under this Agreement will be treated as having been given when

- (a) delivered personally, or
- (b) sent by confirmed telecopy, or
- (c) sent by commercial overnight courier with written verification of receipt, or
- (d) mailed postage prepaid by certified or registered mail, return receipt requested, or
- (e) by electronic mail, to the party to be notified, at the address set forth below or at such other place of which the other party has been notified in accordance with the provisions of this clause.

Such notice will be treated as having been received upon actual receipt or five days after posting. Provided always that notices to the UIIC shall be served on the Information Technology Department of the Company's Head Office at Chennai and a CC thereof be earmarked to the concerned Branch, Divisional or Regional Office as the case may be by RPAD & email.

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

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-----  
(a) For & on behalf of United India Insurance Co. Ltd (a) for & on behalf of (BIDDER'S NAME)  
DEPUTY GENERAL MANAGER

In the presence of:

Witnesses - 1:

Witnesses - 2:  
-----

In the presence of:

Witnesses - 1:

Witnesses - 2:

**Note: Performance Security to be submitted in appropriate Non-judiciary stamp paper**

**ANNEXURE VIII  
PERFORMANCE SECURITY**

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

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

1. We, \_\_\_\_\_ (hereinafter referred to as 'the Bank') at the request of \_\_\_\_\_ (Supplier(s)) do hereby undertake to pay to the company an amount not exceeding Rs. \_\_\_\_\_ -caused to or suffered by the Company by reason of any breach by the said Supplier(s) of any of the terms and conditions contained in the said agreement.
2. We, \_\_\_\_\_ ( name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the company stating that the amounts claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reasons of breach by the said Supplier(s) of any of the terms and conditions contained in the said Agreement or by reasons of the supplier(s) failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.
3. We, \_\_\_\_\_ (Bank)\_\_\_\_\_ undertake to pay to the Company any money so demanded notwithstanding any dispute or dispute raised by the supplier(s) or/Supplier(s) in any suit or proceeding pending before any Court of Tribunal relating hereto our liability under this present being absolute and unequivocal.

4. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the supplier(s) or/supplier(s) shall have no claim against us for making such payment.
5. We, \_\_\_\_\_(name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the due of the Company be under of/by virtue of the said Agreement have been fully paid and its claim satisfied or discharged by the said supplier(s) and accordingly discharges this guarantee. Unless a demand of claim under this guarantee is made on us in writing on or before the \_\_\_\_\_we shall be discharged from any liability under this guarantee thereafter.
6. We, \_\_\_\_\_(name of the Bank) further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance of the said supplier(s) from time to time or to postpone for any time or from time to time any of the powers exercised by the company against the said supplier(s) and to forbear or enforce any of the terms and conditions relating to said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted by the said Company to the said supplier(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the supplier(s).
8. We \_\_\_\_\_(name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the company in writing.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2021.

For \_\_\_\_\_

(Name of the Bank)



## ANNEXURE IX

## FUNCTIONAL &amp; TECHNICAL REQUIREMENTS

1	MESSAGE TYPES HANDLED	COMPLIANCE	REMARKS
	<p>The SMS solution provided by the bidder should handle the following message types:</p> <ul style="list-style-type: none"> <li>a) Text</li> <li>b) Text to speech (Provide details of languages supported)</li> <li>c) Voice</li> <li>d) MMS</li> <li>e) Video</li> <li>f) Hex format</li> <li>g) Flash SMS</li> <li>h) International SMS</li> </ul> <p>Others (State specifically the message types.)</p>		
2	OPERATING SYSTEM		
	<p>Both API and Client applications should be portable either on windows 2008 server or above and all above OR Linux (RHEL 5.5 and above) Operating Systems.</p>		
3	API AND CONNECTIVITY		
3.1	<p>Bidder should provide API compatible with Java, .net, php. and HTML5 platforms. Provide details of other compatible platforms also. Bidders should share the API integration source code.</p>		
3.2	<p>Bidder should provide API which can connect to the following Databases namely Oracle, My SQL, MS SQL and MS Access.</p>		
3.3	<p>The BIDDER must port the API on a minimum of two application servers in an active mode deployed at the Datacenter and two in passive mode at the Disaster Recovery Site of UIIC.</p>		
3.4	<p>The license provided for API should be perpetual.</p>		
3.5	<p>Bidder should provide onsite support for integration till the Systems go into production. Cost if any should be factored in the commercial bid.</p>		
3.6	<p>The bidder needs to provide the SMPP and/or HTTPS-API with/without XML support to the Company with multiple accounts for sending messages. This should be the primary channel for communication.</p>		
4	SMS USER INTERFACE		
4.1	<p>Bidder should also provide user interface software for administering the SMS system and also for sending messages by users directly using the interface provided. The user interface should preferably be browser based and compatible browsers along with version should be listed.</p>		

4.2	Provide complete details on administration and user functionality of the SMS user module. There should be facility to create administrators user ids. More than one administrator user ids might be required.		
4.3	UIIC proposes to provide access to the SMS interface across the organization and hence bidders who provide non browser interface should provide software details along with compatible platforms. Such bidders in addition should provide unlimited perpetual license. Cost of licensing and other cost if any should be explicitly stated in the commercial bid.		
4.4	UIIC will be deploying the Server component of the software on a minimum of 2 active and 2 passive systems and licenses if any should be perpetual.		
4.5	Solution should be able to handle a multiuser architecture with Role Based Access implemented. Suitable integration to UIIC LDAP server should <i>preferably</i> be done for authentication. Capability in this case to be specified.		
4.6	There should be facility to configure credit limits to every authorized user.		
4.7	There should be a provision to configure rules easily.		
<b>5</b>	<b>LONG &amp; SHORT CODE MESSAGING</b>		
5.1	Bidder should provide Dedicated Virtual Mobile numbers (or) Long Codes. Bidder should provide the quantity indicated in the commercial bid.		
5.2	Bidder will provide three virtual mobile numbers (VMN) to UIIC without any cost.  VMN will be used for (1) Core Insurance Application (2) Online Portals (3) Testing Virtual number once activated for the purchaser, will be property of UIIC. In case of expiry of contract or termination of the contract due to any reason, the Long code numbers provided to UIIC shall be the property of UIIC and should not be assigned to any other third party. UIIC should have the right to use these numbers post expiry of the contract period also. Constrains if any to be explicitly stated		
5.3	Bidder should provide Dedicated Short Code and the quantity required by UIIC is as per the commercial bid.		
5.4	There should not be any cap on the number of Key words which UIIC can create using Short / Long code.		
5.5	There should not be any constraint in sending messages using the API/SMS Client using long and short code numbers.		
5.6	Bidder should provide details on type of messages (Text, MMS, Voice, etc.) that can be sent using Short and Long Codes.		

5.7	The virtual number provided should be network service provider agnostic implying that using the number it should be possible to send messages to any network service provider.		
5.8	The bidder's system/solution should support virtual mobile number (for incoming SMS) of at least any one of the Major Service Providers-like Airtel, Vi, TATA, Reliance JIO or BSNL/MNTL etc.		
<b>6</b>	<b>MESSAGE SENDING</b>		
6.1	Both Pull and Push SMS service should be provided.		
6.2	Solution should also provide interactive messaging.		
6.3	There should be facility to Create, Store and Retrieve predefined message template using both API and Client interface.		
6.4	Instant composing and sending of messages must be available.		
6.5	There should be facility to schedule and send messages.		
6.6	Solution architecture should be such that distributed message composing should be available with message sending either centralized or decentralized. Example: Message will be composed across the company by users and routing to the SMS gateway should be through HO or the respective sites directly.		
6.7	There should be facility to set message priority – to OTP, Transactional and Promotional before sending.		
6.8	Solution should provide Unicode, Hexadecimal and Vernacular message sending. Provide list of languages supported.		
6.9	The solution should allow sending of message to address using the inherent address book database of the SMS application (or) external database (or) files (*.txt,*.csv,*.xls,*.sxw,*.odp) (or) as a user input of the mobile numbers; in other words, bulk upload facility in the above formats should be available.		
6.10	Duplicate checks in files uploaded to avoid duplicate messages being sent when uploading files.		
6.11	In case client gets a list of numbers from its sources, according to TRAI, SMS can be sent only if they are service/ transactional in nature. Any UCC (unsolicited commercial content) cannot be sent. Thus, the bidder should have the facility of online filtering of the DND numbers.		
6.12	There must be a provision where we can set the time window for sending SMS. For example, we should be able to block the time slot 11 pm to 6 AM from sending any message that is other than transactional.		
<b>7</b>	<b>COMPOSING MESSAGES</b>		

7.1	There should be provision to send both Static and Dynamic messages. In dynamic messages, composition will be done once and message content will vary for every sender.		
7.2	Bidder's SMS Gateway should support delivery as single message for message of more than 160 characters sent to/from Virtual Mobile Number (VMN)		
7.3	Provide information on the following a) The maximum bit size for a message. b) Treatment of long messages and other message type like UNICODE SMS from billing perspective for message count.		
7.4	Must support upload of messages using various file formats like *.txt,*.csv,*.xls,*.sxw,*.odp etc. Provide details of other file formats supported.		
7.5	The solution offered for incoming and outgoing messages of more than 160 characters should be tested with our all applications like Core Insurance Application, Online Portals etc.		
<b>8</b>	<b>MESSAGE PRIORITY</b>		
8.1	There should be facility to set message priority setting both using the Client interface and API. Example: Transactional Messages and Promotional Messages must be distinguishable and be routed differently, across channels, with different TPS.		
8.2	UIIC requires the following minimum message priority setting namely with message delivery TAT indicated against them. a) OTP – less than 5 seconds b) Transactional – less than 30 seconds c) Promotional – less than 30 minutes d) Others – Please provide details.		
8.3	Outgoing messages may be classified into three categories: a) Transactional message - High Priority b) OTP(One Time Password) c) Policy Issuance Alert d) Payment Received Alert e) Payment Initiated Alert f) Promotional Messages- High Priority, as decided by the Company for immediate delivery. g) Promotional Messages- Low Priority High Priority messages to be delivered within 5 seconds (OTP) to 20 seconds (others). Low priority messages may be delivered within one hour. All outgoing messages (SMS) from application are to be delivered to the mobile subscriber within 20 seconds of receipt of the message at bidder's server.		

<b>9</b>	<b>GROUP SMS</b>		
9.1	Solution should provide facility to Create, Modify, Delete and Manage groups and its members.		
9.2	There should be provision to send message to multiple groups simultaneously.		
9.3	Message sending to groups should be possible using Group message interface and API.		
9.4	There should be provision to create group list through a file upload (or) by connecting to any ODBC compliant database.		
9.5	The bidder must be able to provide different sender ID's which will be mapped to a universal ID for United India Insurance Company. For invoice purposes, the charges must be grouped under the said Universal ID and presented as a single invoice.		
<b>10</b>	<b>MESSAGE DELIVERY</b>		
10.1	Message delivery must be network and device agnostic.		
10.2	The solution should provide verifiable message delivery status with date and time stamp. Non delivery information should be available with reasons.		
10.3	Message delivery should be in compliance with TRAI regulation /guidelines and other statute in force. Penalty for any violation shall be borne by the bidder only.		
10.4	Point in time message tracking should be available.		
10.5	The bidder should have the facility of online filtering of the DND numbers.		
10.6	The bidder should have the capability to filter out invalid numbers and in case of high failure rate, sending to that particular number must be disabled. Such disablement should be notified to the UIIC user.		
10.7	If in any case delivery period is beyond the above specified period (20 second), the bidder has to submit the valid reason for such delay.		
10.8	The Purchaser will check the time taken in delivery of messages broadly. Whenever any abnormal delivery period is observed, the Purchaser may require justification for the same. If proper justification is not provided, the Purchaser may consider these messages as undelivered and apply penalty as for undelivered messages at point 8.		
10.9	In case of a high frequency of SMS's being sent to a fixed number – this must be alerted so that we can block sending to that number. Methodology for the same to be explained.		
<b>11</b>	<b>MIS &amp; LOGGING</b>		
11.1	Solution should provide comprehensive MIS covering at the minimum the following points. a) User based MIS.		

	<ul style="list-style-type: none"> <li>b) Message type</li> <li>c) Mobile number based MIS.</li> <li>d) Status based messaging. Example: Success or failure.</li> <li>e) TAT / Exception reports supporting billing. Example: Non delivery error code based reports.</li> <li>f) It should be possible to generate all reports on a date range basis both as detailed and summary with filters. Example: All (or) selective values as required by UIIC. Provide details on MIS available. Customization if any required by UIIC should be done at no additional cost.</li> </ul>		
11.2	Besides MIS, comprehensive querying functionality must also be available. Provide information on solution capability.		
11.3	All activities should be logged irrespective of whether native interface of the solution or API is used. Administrator activities should also be logged.		
11.4	It should be possible to generate MIS on a real time basis rather than as an EOD job.		
11.5	Solution should allow viewing of MIS and Logs and exporting the same for analysis as a worksheet, text or csv file.		
11.6	Solution must allow specifying tags against an SMS and later while generating reports, it can be generated based on this tag and similar SMS can be identified. A tag might be the name of the campaign, name of the group to which the SMS is sent, etc.		
11.7	<p>The bidder should provide suitable means such as website/ portal/tool for generation of MIS reports and also for showing the current status of messages. The MIS report should have the following minimum fields:</p> <ul style="list-style-type: none"> <li>a) Mobile number/ MSISDN</li> <li>b) Message text</li> <li>c) Message Category (Push, pull / Transactional / Promotional)</li> <li>d) Message sender/recipient</li> <li>e) Bearer (GSM/CDMA)</li> <li>f) Operator</li> <li>g) Circle</li> <li>h) Date/time of SMS received at the gateway.</li> <li>i) Date/time of SMS sent to the operator.</li> <li>j) Date/time of SMS delivered to the end subscriber.</li> </ul>		
<b>12</b>	<b>INTELLIGENT MESSAGE PROCESSING</b>		
12.1	Solution proposed should be able to automatically monitor message delivery and attempt retries. Provide details on number of attempts that would be made to send a message.		
12.2	Intelligent routing through alternate network service		

	provider should be done in the event of failure or congestion or DOS attack in the primary network channel.		
12.3	The bidder should have tie up/ arrangements with multiple service providers for outbound messages. The bidder should have direct SMSC connection with all major operators i.e., Airtel, Vi, Tata, BSNL and Reliance. The bidder should deliver messages to the subscribers of all major service providers like BSNL, Reliance JIO, Vi, Airtel etc., directly to that mobile service provider and for the subscribers of other mobile service providers through any one of the above service providers. Please specify the operators.		
<b>13</b>	<b>NETWORK &amp; DATA SECURITY</b>		
13.1	Message sending should be using HTTPS with 256 bit SSL encryption only.		
13.2	Bidder shall ensure that message and address book details such as mobile numbers should not be stored at any intermediate point except as required under any provision of law or for billing purpose. Provide details.		
13.3	Bidder shall also ensure the following: a) All intermediate systems will be secure such that message is not tampered. b) The message will be free of virus or other malicious codes.		
13.4	The algorithms (if any) used for encryption must be mentioned explicitly by the bidder.		
13.5	Bidder shall ensure strict compliance of all Statute, Bye laws and rules governing SMS messaging security. Provide details.		
13.6	Bidder shall indemnify UIIC in full in the event of any such breach in security.		
<b>14</b>	<b>HARDWARE &amp; SYSTEM SOFTWARES</b>		
14.1	The premises for hosting the solution, if required by the bidder, will be provided by UIIC. In such cases, the hardware required for implementing the solution has to be explicitly stated and procured by the bidder. If the bidder proposes a cloud based model it has to be specified.		
14.2	The Solution shall be deployed at the datacenter of UIIC, located in Chennai, from where the software shall talk to the SMS Gateway of the bidder. A dedicated office with a dedicated person of the bidder must be present at Chennai.		
14.3	Cost of any other software required by the bidder to implement the SMS solution should be stated explicitly and should be procured by the bidder with perpetual license as per the UIIC deployment plan indicated above.		
14.4	The cost of additional hardware and software indicated by the bidder should be reflected in the commercial along		

	with AMC/Support cost for the contract period. Such cost will be reckoned for arriving at the Total Cost of Acquisition.		
14.5	The bidder should use their own "SMS Gateway Services" to deliver the messages to the SMSCs directly. The Resellers of SMS Gateway Services are not eligible to participate in the RFP.		
14.6	The bidder should integrate their SMS gateway with our CORE Insurance and other related systems in coordination with respective bidders.		
14.7	The purchaser will use the internet link owned by UIIC to connect our applications to/from bidder's SMS gateway. All network equipment required at bidder's end has to be arranged by the bidder along with necessary cabling and commissioning. No additional cost will be paid by the purchaser in this regard.		
14.8	The software integration should support various development platform viz. Java, JSP, .net, php, HTML5 etc.		
<b>15</b>	<b>TRAINING &amp; DOCUMENTATION</b>		
15.1	The bidder shall provide onsite training to a minimum of 4 UIIC officials at its datacenter.		
15.2	Successful Bidder should also provide one copy of the final integration document both in hard and soft copy form taking into account UIIC solution requirement along with all software and required licenses.		
15.3	The cost of the training (Faculty Travelling & Hotel expenses, Manuals, Course ware etc.) is the bidders responsibility should be factored in the commercial bid.		
15.4	Bidder has to test all the functionalities requiring interfacing to the Company's Core Insurance Application / Portal Applications, without additional cost during the UAT. Services shall be started only after completion of testing all services by the bidder and the subsequent Sign-off.		
15.5	The bidder has to activate all the services after integrating with Company's existing solution viz. (1) Core Insurance Application (2) Online Portals (GENISYS Configurator from CMC limited) as per requirement of the RFP within 2 weeks from the date of signing of the contract. If the bidder fails to comply this requirement, penalty will be imposed at the rate of Rs.10,000/- per day subject to a maximum of RS.1,50,000/- of delay or part thereof.		
<b>16</b>	<b>ONSITE &amp; OFF SITE SUPPORT</b>		
16.1	During integration, bidder shall provide a dedicated onsite resource at UIIC datacenter to complete the integration as per the solution requirement.		
16.2	Post integration Offsite / remote support should be		



	extended for the contract period. Provide details of coverage under support.		
16.3	The confirmation of whitelisting of DLT templates at vendor's end must be received within 24 hrs. of request submission.		
<b>17</b>	<b>SCALABILITY AND PROSPECTIVE REQUIREMENTS</b>		
17.1	The SMS services should be scalable to meet the requirements of the Company for the next 3 years from the date of placing the Purchase Order.		
17.2	The bidder should be able to comply with latest regulations/guidelines issued by TRAI. Also the bidder should be able to comply with all future changes effected by TRAI or any other statutory body. Any changes made in this regard, whether commercial or otherwise, needs to be communicated to UIIC at regular intervals.		
17.3	The bidder should have a capability to handle at least 50 lacs real time SMS alerts per day for policy level transactions of UIIC. Bidder to submit latest month's invoice paid by respective scheduled commercial banks, clearly stating the volume of real time SMS alerts sent.		
17.4	The bidder should provide the archives of all the messages sent to their gateway with the delivery status in a CD/ DVD on monthly basis.		
17.5	The bidder's system/solution should be able to allocate to UIIC a minimum throughput of 10000 SMS/Sec from multiple operators.		
<b>18</b>	<b>IVRS , OBD, IBD AND MISSED CALL SERVICES</b>		
18.1	The bidder must be able to create and schedule voice campaigns which should be able to be scheduled at particular time slots. Multiple language support must be present for the same.		
18.2	DND scrubbing must be mandatorily done for such campaigns as per TRAI guidelines.		
18.3	Bidder should use 140 series for promotional campaigns and 022 series for transactional calling (as per the TRAI regulation at that time)		
18.4	IVR (Interactive Voice Response) to capture user's inputs based on a number dialed by the user and multiple language options must be available.		
18.5	If a customer so decides he should be able to be redirected to the call center from the IVRS menu. The call center will be separately maintained by UIIC.		
18.6	The bidder must be able to provide missed call services for customers to avail select services and also capacity to provide Interactive voice response system services will be preferred. Capability to be specified.		
18.7	Bidder should be able to initiate Out bound dialing for campaigns and also to capture inputs for the same.		

18.8	Bidder should also be able to provide missed call services and to integrate with various API provided by UIIC as a response to the missed call.		
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## ANNEXURE X

## COMMERCIAL BID FORMAT

## COMMERCIAL BID- ITEMWISE BREAK UP

\*All prices are exclusive of taxes

Cost Head	ONE TIME SET UP CHARGES
VIRTUAL MOBILE NUMBER(SMS/VOICE)	
OUT BOUND DIALLING**	
IN BOUND DIALLING**	
PUSH SMS	
URL Shortening	
WhatsApp**	
<b>TOTAL</b>	<b>A</b>

Cost	Quantity (Annual)	Rate	Total (Quantity*rate)
VIRTUAL MOBILE NUMBER RENTAL (12 Months)	1		
PUSH SMS - CRITICAL	8,00,00,000		
PUSH SMS - NORMAL	1,00,00,000		
URL Shortening	3,00,00,000		
<b>TOTAL</b>	-	-	<b>B</b>

<b>GRAND TOTAL</b>	<b>(A+B)</b>
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\*\* WhatsApp and IVRS are optional services and will not be the part of Commercial Bid for arriving at L1 bidder. UIIC reserves the right NOT TO OPT for these line items.

**Annexure XI**

**Undertaking for NIL Deviations**

(To be submitted on Company Letterhead)

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

Subject: Undertaking for Nil Deviations for Tender Ref. No. 000100/HO IT/RFP/474/2020-2021 “Request for Proposal (RFP) – Enterprise Messaging Solution”

Dear Sir/Madam,

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

Date: Signature of Authorized Signatory:

Place:

Name of the Authorized Signatory:

Designation:

Name of the Organization:

Seal:

**ANNEXURE XII**

**PRE-CONTRACT INTEGRITY PACT**

**(Bidders to submit integrity pact in Rs. 100/- stamp paper)**

Ref:

Date:

**1. General**

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at \_\_\_\_\_ place \_\_\_\_\_ on \_\_\_\_\_ day of the month of \_\_\_\_\_, 2021 between United India Insurance Company Limited, having its Head Office at No - 19, 4th Lane, Nungambakkam High Road, Chennai – 600034 (hereinafter called the “BUYER/UIIC”, which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part and M/s. \_\_\_\_\_ represented by Shri./Smt. \_\_\_\_\_, Chief Executive Officer (hereinafter called the “BIDDER/SELLER” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

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

NOW, THEREFORE,

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

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

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

**2. Commitments of the BUYER**

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

vantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 2.2 The BUYER will during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 2.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and during such a period shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### **3 Commitments of BIDDERS**

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

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any officials of the BUYER, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Government.
- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or any way to recommend to the

BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, or has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with contract and the details of services agree upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain or pass on the others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative to any of the officers of the BUYER or alternatively, if any relative of the officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. The term 'relative' for this purpose would be as defined in Section 2 (77) of the Companies Act, 2013.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

#### **4 Previous Transgressions**

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

## **5 Sanctions for Violations**

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

- i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue
- ii) The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iv) To recover all sums already paid by the BUYER, and in case of Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a bidder from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the bidder from the buyer in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER along with interest.
- vi) To cancel all or any other Contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- vii) To debar the BIDDER from participating in future bidding processes of the buyer or its associates or subsidiaries for minimum period of five years, which may be further extended at the discretion of the BUYER.
- viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with BIDDER, the same shall not be opened.
- x) Forfeiture of Performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (x) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an



offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

**7 Fall Clause**

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

**8 Independent Monitors**

- 8.1 The BUYER is in the process of appointing Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instruction by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices or has reason to believe, a violation of the Pact, he will so inform the Authority designated by the BUYER.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documents. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designed Authority of the BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUY-

ER/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

\_\_\_\_\_  
(a) for & on behalf of United India Insurance Co. Ltd

**DEPUTY GENERAL MANAGER**

-----  
In the presence of:

Witnesses - 1:

Witnesses - 2:

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

**CHIEF EXECUTIVE OFFICER**

-----  
In the presence of:

Witnesses - 1:

Witnesses - 2:

## **INSTRUCTION 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/>).

### **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.

### **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.

### **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.

#### **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.

#### **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 the all the Bidder who has been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

#### **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 is **Gagan (8448288987/89/epochelpdesk.01@gmail.com), Ambika (8448288988/94/epochelpdesk.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://uic.enivida.com/>) only.



**CHECKLIST FOR SUBMISSION**

<b>Sr. No.</b>	<b>Documents</b>	<b>Format for Submission</b>
1	Format for Letter of Authorization	Annexure I
2	Bidder Profile	Annexure II
3	No Blacklist Declaration	Annexure III
4	Eligibility Criteria for Qualification of Bidders	Annexure IV
5	OEM / DEVELOPER'S Authorization Form	Annexure V
6	Bid Security Declaration	Annexure VI
7	NDA (NON - Disclosure Agreement Format)	Annexure VII
8	Performance Security	Annexure VIII
9	Technical Specifications	Annexure IX
10	Commercial Bid Format	Annexure X
11	Undertaking for NIL Deviations	Annexure XI
12	Pre-Contract Integrity Pact	Annexure XII