



# United India Insurance Company Limited

Regional Office -1, New Delhi



**Request for Proposal**

**For**

**Selecting Vendor for Printing and Distribution of Policy Stationery, Policy Booklet and Renewal Notices for MI Policies on Pan India basis**

**(Tender Ref No: UIIC/RO-1 Delhi/2019/1 Dated 15.03.2019)**

United India Insurance Company Limited  
RO -1, Delhi  
8th Floor, Kanchenjunga Building,  
18, Barakhamba Road,  
New Delhi 110001

**CIN-U93090TN1938GOI000108**



## CONTENTS

1. ABOUT THE COMPANY-----	4
2. DISCLAIMER-----	4
3. INSTRUCTIONS / GUIDELINES TO BIDDERS-----	4
4. PROJECT OBJECTIVE-----	5
5. SCHEDULE OF EVENTS-----	5
6. AVAILABILITY OF TENDER DOCUMENT -----	7
7. ELIGIBILITY CRITERIA -----	8
8. SCOPE OF WORK-----	9
9. TERMS AND CONDITIONS-----	13
10. TERMS OF REFERENCE -----	18
11. INSTRUCTION TO BIDDER-----	27
12. BID DOCUMENT-----	29
ANNEXURE 1 - Application form for Eligibility Bid-----	32
ANNEXURE 2 - Technical Bid-----	33
ANNEXURE 3 - Item Specification-----	34
ANNEXURE 4 - Financial Bid-----	36
ANNEXURE 5 - Contract Form-----	37
ANNEXURE 6 - Query Format-----	39
ANNEXURE 7 - Undertaking Regarding Non-Blacklisting-----	40
ANNEXURE 8 - Pro forma for Performance Security-----	41
ANNEXURE 9 - Statement of No Deviation -----	42
ANNEXURE 10 - Office locations and service infrastructure facilities-----	43
ANNEXURE 11 - Bidder Profile-----	44
ANNEXURE 12 - Non-Disclosure Agreement-----	45
ANNEXURE 13 - E Procurement System Instructions-----	50



## Purpose of this document

The purpose of this Request for Proposal (hereafter referred to as “RFP”) is to define scope of work for the Bidder for Printing and Distribution of Policy Stationery, Policy Booklet and Renewal Notices for MI Policies on Pan India basis.

## Definitions and Acronyms

<b>Bidder</b>	Single point appointed by UIIC for Request for Proposal for printing and distribution pan India of policy stationery, policy booklet and renewal notices for MI policies.
<b>MI</b>	Maruti Insurance Broker P. Ltd.
<b>CVC</b>	Central Vigilance Commission
<b>HO</b>	Head Office
<b>RO</b>	Regional Office
<b>DO / BO</b>	Divisional Office / Branch Office
<b>BC / MO</b>	Business Centres / Micro Office
<b>INR</b>	Indian Rupees
<b>PO</b>	Purchase Order
<b>UIIC</b>	United India Insurance Company Limited
<b>RFP</b>	Request for Proposal
<b>SOW</b>	Scope of Work
<b>T&amp;C</b>	Terms & Conditions



## **1 ABOUT THE COMPANY**

United India Insurance Company Limited (UIIC) is a leading public sector General Insurance Company transacting General Insurance business in India with Head Office at Chennai, with 29 Regional Offices, 8 Large Corporate and Brokers Cells and 2000+ Operating Offices geographically spread throughout India and has over 16000 employees. United India Insurance Company Limited, hereinafter called “UIIC” or “The Company”, which term or expression unless excluded by or repugnant to the context or the meaning thereof, shall be deemed to include its successors and permitted assigns, issues this bid document, hereinafter called Request for Proposal or RFP. The Company has a web portal [www.uiic.co.in](http://www.uiic.co.in) for use of its customers and agents with a provision for online issue/ renewal of policies.

## **2 DISCLAIMER**

This RFP is being issued by UIIC for inviting bids for providing printing and distribution of policy stationery, policy booklet and renewal notices for MI policies on Pan India basis. The words 'Tender' and 'RFP' are used interchangeably to refer to this document. The purpose of this document is to provide the Bidder with information to assist in the formulation of their proposal. While the RFP has been prepared in good faith with due care and caution, UIIC or any of its employees or consultants do not accept any liability or responsibility for the accuracy, reasonableness or completeness of the information contained in this document. The information is not intended to be exhaustive. Interested parties are required to make their own inquiries. UIIC reserves the right not to proceed with the project, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the project further with any party submitting a bid. No reimbursement of any cost will be paid to persons, entities submitting a Bid.

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

The Deputy General Manager, United India Insurance Company Limited, RO-1, New Delhi invites online bids from eligible Bidders for selection of vendor for Printing and Distribution of Policy Stationery, Policy Booklet and Renewal Notices for MI Policies on Pan India basis.

**The bidder has to use the portal [www.uiic.co.in](http://www.uiic.co.in) for participating in the tender (Refer to Annexure - 13 for e-tendering instructions**



## 4 PROJECT OBJECTIVE

United India Insurance Company Limited (UIIC) intends to select a bidder for Printing and Distribution of Policy Stationery, Policy Booklet and Renewal Notices for MI Policies on Pan India basis for a period of one year (Extendable for two years 1 + 1 on mutually agreed terms and conditions).

## 5 SCHEDULE OF EVENTS

<b>General Details</b>	
Scope of Work	Selection of Vendor for Printing and Distribution of Policy Stationery, Policy Booklet and Renewal Notices for MI Policies on Pan India basis
Tender Details	Request for Proposal for Printing and Distribution of Policy Stationery, Policy Booklet and Renewal Notices for MI Policies on Pan India basis
Tender Type	Open
Tender No.	<b>(Tender Ref No: UIIC/RO-1 Delhi/2019/1 Dated 15.03.2019)</b>
Consortium	Not Allowed
Download Tender Documents	<a href="http://www.uiic.co.in/tender">www.uiic.co.in/tender</a> Document to be purchased from Regional Office 1 Delhi United India Insurance Company Limited, 8th Floor, Kanchenjunga Building, 18, Barakhamba Road, New Delhi-110001
<b>Key Dates</b>	
<b>Document Purchase Start Date and Time</b>	<b>15.03.2019 16:00</b>
<b>Document Purchase End Date and Time</b>	<b>22.03.2019 16:00</b>
<b>Last Date and Time for receipt of pre-bid queries</b>	<b>20.03.2019 Before 16:00</b>
<b>Pre Bid Meeting Date, Time and Location</b>	<b>22.03.2019 15:00 at Regional Office -1 Delhi</b>
<b>Last Date and Time for submission of Bids</b>	<b>25.03.2019 11:00</b>
<b>Date and Time of Technical bid Opening</b>	<b>25.03.2019 12:00</b>
<b>Presentation by Qualified Bidders</b>	<b>26.03.2019 15.00</b>
<b>Opening of Financial bid</b>	<b>To be communicated</b>
<b>Declaration of L1 Bidder</b>	<b>To be communicated</b>
<b>Payment Details</b>	
Tender Fees (INR)	INR 2,000 (Rupees Two Thousand only) by crossed Demand Draft/Banker's Pay Order in favour of "United India Insurance Company Limited" payable at New Delhi. The RFP Document Price is non-refundable and inclusive of taxes (Exempt for eligible entities (i.e. MSME/NSIC), as per Government of India



General Details	
	Guidelines, subject to submission of the relevant certificate. Certificate shall be valid on the date of Bid Submission)
EMD Amount (INR)	INR 2, 00,000 (Rupees Two Lakhs only) by crossed Demand Draft/Banker's Pay Order in favour of "United India Insurance Company Limited" payable at New Delhi (Exempt for eligible entities (i.e. MSME/NSIC), as per Government of India Guidelines, subject to submission of the relevant certificate. Certificate shall be valid on the date of Bid Submission)
Bid Validity	As per Tender Document
Performance Bank Guarantee (for successful Bidder)	As per Tender Document
Other Details	
Mode of Tender	Online
Bid submission to Tender	TCIL ETS portal URL: <a href="https://www.tcil-india-electronictender.com">https://www.tcil-india-electronictender.com</a>
Contact details of e-Tender service provider	ETS Support Team Phone: +91-11-26241790 (Multiple lines) Email: ets_support@tcil-india.com Available from 10 AM to 6 PM from Monday to Friday except on Government Holidays.
System requirement for online bid submission	1. Computer / Laptop (Notebook) with BroadBand internet connection 2. Operating System: Windows 7 or above 3. Supported Browsers: Internet explorer 7 or above preferably Internet explorer 11 4. Valid Digital Signature Certificate Signing (Class III). <b>Refer Annexure 13 for Detailed Process.</b>
Contact Information	Regional Manager Regional Office – 1, 8 <sup>th</sup> Floor Kanchenjunga Building, 18, Barakhamba Road, New Delhi – 110001. <b>011-23313055-59, 23322279</b> <b>E-mail id: psgujralu@uiic.co.in</b>

\*It is mandatory for the Bidder to purchase the tender document so as to participate in the pre-bid meeting.

UIIC reserves the exclusive right to make any amendments / changes to or cancel any of the above actions or any other action related to this RFP.

If any of the above dates is declared a holiday for UIIC, the next working date will be considered. UIIC reserves the right to change the dates mentioned in the RFP.



## **6 AVAILABILITY OF TENDER DOCUMENT**

Non-transferable RFP document containing conditions of pre-qualification, detailed requirement specifications as also the terms and conditions can be obtained from the address given below:

United India Insurance Company Limited

**Delhi Regional Office 1,**

**8th Floor, Kanchenjunga Building,**

**18, Barakhamba Road, New Delhi 110001.**

The RFP document will be available for sale at the above address on all working days as per the date and time specified in section 3b Schedule of Events on payment of non-refundable Tender Fee of Rs. 2,000/- (Rupees Two thousands only) (Exempt for eligible entities (i.e. MSME/NSIC), as per Government of India Guidelines, subject to submission of the relevant certificate. Certificate should be valid on the date of Bid Submission) by crossed Demand Draft/ Banker's Pay Order in favour of "United India Insurance Company Limited" payable at New Delhi. Tender fee is inclusive of all taxes.

A Copy of the Tender document is available on the web portal [www.UnitedIndiainsurance.org.in](http://www.UnitedIndiainsurance.org.in) under the link 'Tenders'. Bidders have to purchase Tender document in order to submit bids. Please note that the Company shall not accept any liability for non-receipt/non-delivery of bid document(s) in time.



## 7 ELIGIBILITY CRITERIA

S.No.	Particulars	Compliance Yes/ No
1	The bidder should be of reputed background and well established Printing Company / Mail Management Company/ Process Outsourcing Agency having business in India for at least 5 years as on 31st December 2018. Bidder has to submit Registration number of the firm along with the GST and PAN number. (Documentary proof to be submitted). Certificate of incorporation also required.	
2	The bidder should have an Annual Turnover of Rs.5 Crore for each financial year for the last 3 financial years. (Profit & Loss account, Audited Balance Sheet ,CA certified documents to be submitted)	
3	The bidder should have made positive net operating profit in the last 3 financial years.(Profit & Loss account /CA certified documents to be submitted)	
4	The bidder should not have been disqualified, blacklisted, or de-panelled for whatsoever reason from any of the Government organizations during the period from January 2016 until last date of this tender.(Undertaking to be submitted as per Annexure 7)	
5	The bidder should have a full-fledged office/service centre in Delhi with adequate stocks of the items and qualified service executive in their organization. (Documentary proof to be Submitted)	
6	The bidder should have executed minimum 1 nos. of contract (excluding UIIC) for a value not less than Rs.25 Lakh/annum during the last 3 financial years (2015-16. 2016-17, 2017-18). (Documentary proof to be submitted)	

### Note:

- i. Bidders need to ensure compliance to all the eligibility criteria points.
- ii. In-case of corporate restructuring the earlier entity's incorporation certificate, financial statements, Credentials, etc. may be considered.
- iii. In case of business transfer where bidder has acquired a Business from an entity ("Seller"), work experience credentials of the Seller in relation to the acquired Business may be considered.
- iv. Purchase orders without relevant organization confirmation through a credential letter will not be considered as credentials.
- v. Preference will be given to the bidder with experience of similar activities.





## 8 SCOPE OF WORK

### Job specification

#### a) **Policy Schedule cum Certificate**

To print, store and supply Stationary to various Maruti dealers across India with tracking and delivery proof.

#### b) **Policy Booklet**

To print, store and supply Policy Booklet – Terms and Conditions to various Maruti dealers across India with tracking and delivery proof.

#### c) **Renewal Mailers**

To print Renewal Letters and dispatch to customers pan India through Dept. Of Post.

#### d) **Maruti Portal Web Policy Kit**

To prepare Maruti portal web policy kit with envelope and dispatch to pan India customers with tracking and delivery proof.

### Job Process:

#### Policy Schedule cum Certificate

- a) Printing as per specifications (See Annexure 3)
- b) Packing of 100 sheets in poly bag.
- c) Master packing in a carton for each location as per allocation. There will be at least one (1) carton containing at least 100 sheets per location.
- d) All Cartons to be taped, strapped and labeled with complete address & content details.
- e) Dispatch to Pan India locations through reliable and renowned courier.
- f) The bidder should be able to deliver approx.1000 pan India locations through courier with complete tracking of delivery on daily basis.
- g) Bidder should have proper warehousing capacity to store sufficient stock to meet ad hock requirements on daily basis.



## **Policy Booklet**

- a) Printing as per specifications (See Annexure-3)
- b) Packing of 25 booklets in poly bag
- c) Master packing in a carton for each location as per allocation. There will be  
at least one (1) carton containing at least 100 booklets per location.
- d) All Cartons to be taped, strapped and labeled with complete address content details.
- e) Dispatch to Pan India locations through reliable and renowned courier.
- f) The bidder should be able to deliver approx. 1,000 pan India locations through courier with complete tracking of delivery on daily basis.
- g) Bidder should have proper warehousing capacity to store sufficient stock to meet ad hock requirements on daily basis.

## **Renewal Mailers**

- a) Mailer will consist of two 2 (TWO) letters and one 1 (ONE) Envelope.
- b) There will be Four Color Printing on both sides and Variable data digital printing on one side of each letter
- c) Machine made Four Color Printed Envelope suitable for automated insertion with 25 micron PVC film for 36 x 86 mm window.
- d) Accurate matching of letters with high speed automated insertion with online feature of Barcode reading, Folding & envelope sealing.
- e) Pin code / RMS / State wise sorting & dispatch through licensed franking from Dept. of post for dispatching to PAN India.
- f) Job involves IT expertise for large data management with Software development, encryption, storage and support, automated insertion M/c, Digital Printing facility, franking facility licensed from Dept. of post.



### Maruti Portal Web Policy Kit

- a) Preparation of Maruti Portal Web policy Kit which comprises of one sheet of covering letter addressed to customer, two sheets of policy schedule cum certificate and one policy booklet with Envelope.
- b) Variable data printing
- c) Automatic insertion of above mentioned items (3 sheets and one booklet) into web policy envelope.
- d) Dispatching of Web policy kit in Envelope as per specifications to pan India customers on daily basis through courier with dispatch details, tracking and delivery report or through Dept. Of Post.

The item details are as follows:

Sl.	Description	Monthly requirement (Approx.)
1	Policy Schedule cum Certificate including dispatch to pan India locations. (Minimum 100 sheets per allocation)	20,000 Sheets
2	Policy Booklets (Including dispatch to pan India locations) (Minimum 100 booklets per allocation)	6,000 Booklets
3	Renewal Mailers (Renewal Letters 2 nos. with Envelope, Automated Insertion & Franking Service)	13,000 mailers
4	Maruti portal web policy kit (one sheet of covering letter addressed to customer, two sheets of policy schedule cum certificate and one policy booklet with Envelope)- Dispatch to pan India customers through courier with dispatch details, tracking and delivery report or through Dept. Of Post.	700

**Note:** - Quantities mentioned above are approximate and the Company reserves the right to increase/decrease the quantity to be purchased.

**DELIVERY ITEMS SL NO. 1 & 2**



- a. Delivery (Pan India) to be completed within 2 (two) weeks from the date of placement of Purchase order.
- b. In the event of delayed delivery, i.e. delivery after the expiry of the delivery period as specified above the vendor shall be liable to pay a penalty at a percentage of the value of the undelivered Item subject to a maximum of 10% (Ten per cent) as detailed below:

@ 1% for the first week;

@ 2.5% for the second week;

@ 5% for the third week; and

@ 10% for the fourth week onwards

Note: For the purpose of this clause, part of the week is considered as a full week.

Company reserves the right to cancel the order if the vendor fails to deliver the Item in the said time.



## **9 TERMS & CONDITIONS**

### **9.1 General**

#### **9.1.1 Definitions**

UIIC/ PURCHASER: Shall mean United India Insurance Company Limited

#### **9.1.2 Amendment to Bid Document**

At any time prior to the deadline for submission of Bids, UIIC may for any reason either on its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document, by amendment.

All prospective Bidders that have received the Bid Document will be notified of the amendment. The same will be binding on them. In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, UIIC may, at its discretion, extend the deadline for a reasonable period to be decided by UIIC for the submission of Bids. Details will be communicated and published on our portal [www.uiic.co.in](http://www.uiic.co.in).

- UIIC also reserves the right to change any terms and conditions of the RFP and its subsequent addendums as it deems necessary at its sole discretion. UIIC will inform the Bidder about changes, if any before the deadline of bids submission.
- UIIC may revise any part of the RFP, by providing an addendum to the Bidder at stage till Financial bids are opened. UIIC reserves the right to issue revisions to this RFP at any time before the deadline for bid submissions.
- UIIC reserves the right to extend the dates for submission of responses to this document.
- Bidder shall have the opportunity to clarify doubts pertaining to the RFP in order to clarify any issues they may have, prior to finalizing their responses. All queries/questions are to be submitted to the Regional Manager, RO-1, Delhi at the address mentioned below and should be received by the point of contact not later than the date and time specified in section 3b Schedule of Events. Responses to inquiries and any other corrections and amendments will be distributed to the Bidder by fax or in electronic mail format or hardcopy letter, at the sole discretion of UIIC.

United India Insurance Company Limited,  
Regional Office – 1, 8th Floor,  
Kanchenjunga Building,  
18, Barakhamba Road,  
New Delhi – 110001.



- Preliminary Scrutiny – UIIC will scrutinize the offer to determine whether it is complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. UIIC may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on the Bidder and UIIC reserves the right for such waivers and UIICs decision in the matter will be final.
- Clarification of Offer – To assist in the scrutiny, evaluation and comparison of offer, UIIC may, at its discretion, ask the Bidder for clarification of their offer. UIIC has the right to disqualify the Bidder whose clarification is found not suitable to the proposed project.
- UIIC reserves the right to make any changes in the terms and conditions of purchase. UIIC will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations.
- Erasures or Alterations – The offer containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable. UIIC may treat the offers not adhering to these guidelines as unacceptable.
- Right to Alter Quantities – UIIC reserves the right to alter the requirements specified in the tender. UIIC also reserves the right to delete or increase one or more items from the list of items specified in the tender. UIIC will inform the Bidder about changes, if any. In the event of any alteration in the quantities the price quoted by the bidder against the item would be considered for such alteration. The bidder agrees that the prices quoted for each line item & component is valid for period of contract and can be used by UIIC for alteration in quantities. Bidder agrees that there is no limit on the quantities that can be altered under this contract. During the contract period the bidder agrees to pass on the benefit of reduction in pricing for any additional items to be procured by UIIC in the event the market prices / rate offered by the bidder are lower than what has been quoted by the bidder as the part of Financial offer. Any price benefit in the products and services should be passed on to UIIC within the contract period.



### **9.1.3 Sub-contracts**

In case sub-contracting any of the activities under the scope of this RFP is required, the bidder needs to notify and take prior permission in writing from UIIC. It is clarified that notwithstanding the use of sub-contractors by the Bidder, the Bidder shall be solely responsible for performance of all obligations under the RFP irrespective of the failure or inability of the subcontractor chosen by the Bidder to perform its obligations. The Bidder shall also have the responsibility for payment of all dues and contributions, as applicable including any statutory requirement and compliance. No additional cost will be incurred by UIIC on account of sub-contract, if any.

### **9.1.4 Conditional bids**

Conditional bids shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of bids.

### **9.1.5 Submission of Bids**

Bidders shall submit the Bids online. For details please refer RFP Section 7 – Instruction to Bidders.

#### **i. Pre-Bid Meeting**

All queries/ requests for clarification from bidders must reach us by e-mail [psgujralu@uiic.co.in](mailto:psgujralu@uiic.co.in) or in person as per timeline given in section 3b Format for the queries / clarification is provided in “Annexure 6 - Query Format”. No clarification or queries will be responded in any other format. UIIC will respond to any request for clarification / query of the tender document in the pre-bid meeting.

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

Any modification to the Bidding Documents, which may become necessary as a result of the pre-bid meeting, shall be made by the Company exclusively through the issuance of an Addendum and not through the minutes of the pre-bid meeting.

### **9.1.6 Delay in Bidder’s performance**

Performance of service shall be made by the bidder in accordance with the time schedule specified by UIIC in the contract.

Any unexcused delay by the bidder in the performance of his services/other obligations shall render the bidder liable to any or all of the following sanctions: forfeiture of his performance security, imposition of liquidated damages, and/ or termination of the contract for default.



If at any time during performance of the contract, the bidder should encounter conditions impeding timely performance of services, the bidder shall promptly notify UIIC in writing of the fact of delay, its likely duration and cause(s), before the scheduled delivery date. UIIC shall evaluate the situation after receipt of the bidder's notice and may at their discretion extend the bidder's time for delivery, in which case the extension shall be ratified by the parties by amendment of the contract. If the bidder's request for delay in the performance of services is not found acceptable to UIIC, the above mentioned clause would be invoked.

#### **9.1.7 Payment terms**

The Bidder must accept the payment terms proposed by UIIC. The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by UIIC. Any deviation from the proposed payment terms would not be accepted. UIIC shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of UIIC.

The scope of work is divided in different areas and the payment would be linked to delivery and acceptance. All / any payments will be made subject to compliance of Service Levels defined in the RFP document. The UIIC shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of UIIC. If any of the items / activities as mentioned in the price bid is not taken up by UIIC during the course of the assignment, UIIC will not pay the amount quoted by the Bidder in the price bid against such activity / item.

#### **9.1.8 Mode of Payment**

UIIC shall make all payments only through Electronic Payment mechanism (viz. ECS).

#### **9.1.9 Currency of Payments**

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

### **9.2 PRICE**

- The price shall be all inclusive of Ex-factory price per unit, Packing (as mentioned in the tender), forwarding, freight, transit insurance, Excise duty, other duties and taxes, if any including State levy, Delivery, Software Development, Encryption, automated Insertion m /c, In-House Digital Printing, Storage & Support, and Franking service charges (Excluding Postage Charges on actual). GST will be paid as per norms.





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

### **9.3 PAYMENT TERMS**

Monthly payment will be made on successful delivery of the Policy Stationary, Policy Booklets and Renewal Mailers and on submission of delivery challan and original invoices.

### **9.4 SECURITY DEPOSIT FOR PERFORMANCE GUARANTEE**

The successful bidder will have to furnish a Security Deposit for performance guarantee to the tune of 15% of the value of the Contract for proper fulfillment of the contract in the form of a Bank Guarantee obtained from a nationalized/scheduled bank. This Bank Guarantee shall be returned after the expiry of the contract period.

### **9.5 ADDITIONAL QUANTITIES**

UIIC may order for additional quantities of items mentioned in the technical bid. The order for additional quantities will be at the discretion of UIIC.

### **9.6 REJECTION OF TENDERS**

The tender is liable to be rejected inter-alia:

- i. If it is not in conformity with the instructions mentioned herein,
- ii. If it is not properly signed by the bidder,
- iii. If it is received after the expiry of the due date and time,
- iv. Requisite EMD DD not submitted offline,
- v. If it is evasive or incomplete in any manner including non-furnishing the required documents.
- vi. If more than one Bid are submitted by any bidder, all the bids submitted by that bidder will be rejected

### **9.7 AGREEMENT**

The successful bidder has to sign an agreement with UIIC. The copy of sample agreement will be shared with successful bidder.

### **9.8 OTHER TERMS AND CONDITIONS**

- a. All items should be as per our specifications. To avoid further inquiries and unnecessary delay, you are requested to verify the sample from our department.
- b. Supplier should be from Delhi region only.



- c. The quantities mentioned against each item are approximate and likely to vary as per requirement.
- d. Supplier should ensure that all items are as per our specifications and sample provided by the Office, failing which the supply order shall stand cancelled and the Company would not be responsible for any loss on this account. The specimen/samples of the previously mentioned items are available in the office.
- e. Company's decision shall be final regarding selection of items based on quality/size irrespective of rates quoted by the supplier.
- f. If the supplier fails to deliver the items on or before the date specified, the Company is at liberty to purchase the same from any other source and the original supplier shall have to make good any loss or damage that the Company may suffer on this account and /or his/her Security Deposit will be forfeited.
- g. Neither alteration in quality of the items approved & ordered nor any enhancement in the rate of the items shall be accepted until the validity of the contract. If done so, Security deposit of supplier shall stand forfeited.
- h. Any bid not complying partly or wholly with these terms and conditions will be liable for rejection.
- i. Delivery not conforming to the packing instructions is liable to be rejected and will be accepted after rectification thereof.
- j. Any dispute arising out of or related to this Tender shall be deemed to have arisen in Delhi City and be subjected to the jurisdiction of a Delhi Court only.
- k. The Company reserves the right to reject any and/or all bids without assigning any reason thereof.
- l. Suppliers agreeable to the above terms and conditions may only participate in this tender.

## **10 TERMS OF REFERENCE ('ToR')**

### **10.1 CONTRACT COMMITMENT**

UIIC intends that the contract, which is contemplated herein with the Bidder, shall be for a period of One year (Extendable for Two year(1+1) on mutually agreed terms and conditions).



## 10.2 COMPLIANCE

**Compliance with all applicable laws:** The Bidder shall undertake to observe, adhere to, abide by, comply with and notify UIIC about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect UIIC and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

**Compliance in obtaining approvals/permissions/licenses:** The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this contract or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate UIIC and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and UIIC will give notice of any such claim or demand of liability within reasonable time to the Bidder.

This indemnification is only a remedy for UIIC. The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by UIIC arising out of claims made by its customers and/or regulatory authorities.

## 10.3 ASSIGNMENT

UIIC may assign the Services provided therein by the Bidder in whole or as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. UIIC shall have the right to assign such portion of the services to any of the sub-contractors, at its sole option, upon the occurrence of the following: (i) Bidder refuses to perform; (ii) Bidder is unable to perform; (iii) termination of the contract with the Bidder for any reason whatsoever; (iv) Expiry of the contract. Such right shall be without prejudice to the rights and remedies, which UIIC may have against the Bidder. The Bidder shall ensure that the said subcontractors shall agree to provide such services to UIIC at no less favourable terms than



that provided by the Bidder and shall include appropriate wordings to this effect in the agreement entered into by the Bidder with such sub-contractors. The assignment envisaged in this scenario is only in certain extreme events such as refusal or inability of the Bidder to perform or termination/expiry of the contract.

#### **10.4 CANVASSING/CONTACTING**

Any effort by a Bidder to influence the Company in its decisions on Bid evaluation, Bid comparison or award of contract may result in the rejection of the Bidder's Bid. No Bidder shall contact the Company on any matter relating to its Bid, from the time of opening of Financial Bid to the time the Contract is awarded.

#### **10.5 INDEMNITY**

The Bidder should indemnify UIIC (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- a) Non-compliance of the Bidder with Laws / Governmental Requirements
- b) IP infringement
- c) Negligence and misconduct of the Bidder, its employees, and agents

Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages.

**The Bidder shall not indemnify UIIC for**

- (i) Any loss of profits, revenue, contracts, or anticipated savings or
- (ii) Any consequential or indirect loss or damage however caused

#### **10.6 INSPECTION OF RECORDS**

All Bidder records with respect to any matters covered by this tender shall be made available to UIIC or its designees at any time during normal business hours, as often as UIIC deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. UIIC's auditors would execute confidentiality agreement with the Bidder, provided that the auditors would be permitted to submit their findings to UIIC, which would be used by UIIC. The cost of the audit will be borne by UIIC. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.

#### **10.7 PUBLICITY**

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



### **10.8 SOLICITATION OF EMPLOYEES**

Both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and one year thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period of the contract and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party. The above restriction would not apply to either party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party (ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.

### **10.9 INFORMATION OWNERSHIP**

All information processed, stored, or transmitted by Bidder belongs to UIIC. The Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

### **10.10 SENSITIVE INFORMATION**

Any information considered sensitive must be protected by the Bidder from unauthorized disclosure, modification or access.

Types of sensitive information that will be found on UIIC systems the Bidder may support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.

### **10.11 CONFIDENTIALITY**

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

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



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

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

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

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

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

Nothing contained in this contract shall limit the Bidder from providing similar services to any third parties or reusing the skills, know-how, and experience gained by the employees in providing the services contemplated under this contract. The confidentiality obligations shall survive for a period of one year post the termination/expiration of the Agreement.

#### **10.12 TERMINATION FOR DEFAULT**

UIIC may, without prejudice to any other remedy for breach of contract, by 30 calendar days written notice of default sent to the Bidder, terminate the contract in whole or in part:

- a) If the Bidder fails to perform his duties as per this contract within the time period(s) specified in the contract, or any extension thereof granted by UIIC; or
- b) If the Bidder fails to perform any other obligation(s) under the contract

In the event of UIIC terminating the contract in whole or in part, pursuant to above mentioned clause, UIIC may procure, upon such terms and in such manner, as it deems appropriate, goods and services similar to those undelivered and the Bidder shall be liable to UIIC for any excess costs incurred for procurement of such similar goods or services (capped at 5% differential value). However, the Bidder shall continue performance of the contract to the extent not terminated.



### **10.13 FORCE MAJEURE**

The Bidder shall not be liable for forfeiture of his performance security, liquidated damages or termination for default, if and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of Force Majeure.

For purposes of this clause, “Force Majeure” means an event beyond the control of the Bidder and not involving the Bidder and not involving the Bidder’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of UIIC either in its sovereign or contractual capacity, wars or revolutions, fires, floods, explosion, accident ,epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the Bidder shall promptly notify UIIC in writing of such conditions and the cause(s) thereof. Unless otherwise directed by UIIC, the Bidder shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### **10.14 TERMINATION FOR INSOLVENCY**

UIIC may, at any time, terminate the contract by giving written notice to the Bidder, without any compensation to the Bidder, whatsoever if:

- i. 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 UIIC.
- ii. the Supplier being a company is wound up voluntarily or by the order of a court or a receiver, or manager is appointed on behalf of the debenture/shareholders or circumstances occur entitling the court or debenture/shareholders to appoint a receiver or a manager, provided that such termination will not prejudice or affect any right of action or remedy accrued or that might accrue thereafter to the UIIC.

### **10.15 TERMINATION FOR CONVENIENCE**

Either party may, by 30 calendar days written notice sent to the other party, terminate the contract, in whole or in part at any time of their convenience. The notice of termination shall specify the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

The goods and services that are complete and ready for shipment within 30 calendar days after the receipt of notice of termination by the Bidder shall be purchased by UIIC at the contracted terms and prices. For the remaining goods and services, UIIC may elect:





- i. To have any portion completed and delivered at the contracted terms and prices; and/ or
- ii. To cancel the remainder and pay to the Bidder a mutually agreed amount for partially completed goods and services and for materials and parts previously procured by the Bidder.

#### **10.16 DISPUTE RESOLUTION**

UIIC and the Bidder shall make every effort to resolve amicably, by direct informal negotiation between UIIC and the Bidder, any disagreement or dispute arising between them under or in connection with the contract. If UIIC and the Bidder are unable to resolve the dispute they shall immediately escalate the dispute to the senior authorized personnel designated by the Bidder and UIIC respectively. If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Bidder and UIIC, UIIC and the Bidder have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution through formal arbitration. All questions, claims, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties failing which the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as the presiding arbitrator. The Arbitration and Reconciliation Act, 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be New Delhi .The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at New Delhi alone shall have the jurisdiction in respect of all matters connected with the Contract. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either Party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

#### **10.17 GOVERNING LANGUAGE**

The contract shall be written in the language of the bid i.e. English. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in that same language. English Language version of the contract shall govern its implementation.





### **10.18 APPLICABLE LAW**

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

### **10.19 PRICES**

The prices quoted (as mentioned in Annexure 4 – Financial Bid submitted by the Bidder) for the printing material and services shall be firm throughout the period of contract and shall not be subject to any escalation.

### **10.20 TAXES & DUTIES**

The Bidder shall be entirely responsible for all taxes, duties, license fees, and demurrage charges etc., incurred until delivery of the contracted goods & services to UIIC. However, local levies (if any), in respect of transaction between UIIC and Bidder, will be reimbursed by UIIC, on submission of proof of actual transaction. If there is any increase/decrease in taxes/duties due to any reason whatsoever, after Notification of Award, the same shall be passed on to UIIC.

### **10.21 DEDUCTION**

Payments shall be subject to deductions (such as TDS) of any amount, for which the Bidder is liable under the agreement against this tender.

### **10.22 NO CLAIM CERTIFICATE**

The Bidder shall not be entitled to make any claim whatsoever against UIIC under or by virtue of or arising out of this contract, nor shall UIIC entertain or consider any such claim, if made by the Bidder after he shall have signed a “No Claim” certificate in favour of UIIC in such forms as shall be required by UIIC after all payments due to the Supplier are made in full.

### **10.23 CANCELLATION OF THE CONTRACT & COMPENSATION**

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

- i. The selected bidder commits a breach of any of the terms and conditions of the bid.
- ii. The selected bidder goes in to liquidation voluntarily or otherwise.
- iii. The progress made by the selected bidder is found to be unsatisfactory
- iv. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.

In case the selected bidder fails to deliver the quantity as stipulated in the delivery schedule, UIIC reserves the right to procure the same or similar materials from



alternate sources at the risk, cost and responsibility (capped at 5% differential value) of the selected bidder. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, UIIC reserves the right to get the balance contract executed by another party of its choice by giving thirty day's written notice for the same. In this event, the selected bidder is bound to make good the additional expenditure (capped at 5% differential value), which UIIC may have to incur in executing the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.

#### **10.24 RIGHTS RESERVED BY UIIC**

- i. Company reserves the right to accept or reject any or all Bids without assigning any reasons.
- ii. Company reserves the right to verify the validity of information given by the Bidders. If at any future point of time, it is found that the Bidder had made a statement, which is factually incorrect, UIIC will reserve the right to debar the Bidder from bidding prospectively for a period to be decided by UIIC and take any other action as maybe deemed necessary.
- iii. UIIC reserves the right to issue a fresh RFP for this project at any time during the validity of the contract period with the selected Bidder.

#### **10.25 LIMITATION OF LIABILITY**

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

#### **10.26 WAIVER**

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

#### **10.27 VIOLATION OF TERMS**

UIIC clarifies that UIIC shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Bidder from committing any



violation or enforce the performance of the covenants, obligations and representations contained in this tender document. These injunctive remedies are cumulative and are in addition to any other rights and remedies UIIC may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

## **2. INSTRUCTION TO BIDDERS**

### **10.28 PROCEDURE FOR SUBMISSION OF BIDS**

Bidders are required to submit Bids online through Auction portal - <https://www.tcil-india-electronictender.com> Submission of Online Bids is mandatory for this Tender.

**Tender Bidding Methodology:** Sealed Bid System.

The Bidders will be required to submit following two separate documents.

1. Technical Bid
2. Financial Bid

#### **SUBMISSION OF HARD/PHYSICAL COPIES (Offline Submissions):**

The following documents are required to be submitted in one sealed envelope superscribed as "**Document Submission for Tender for Selecting Vendor for Printing and Distribution of Policy Stationery, Policy Booklet And Renewal Notices for MI Policies on Pan India basis:**

- a) Original DD/ Pay Order towards Tender Fee of Rs. 2,000/- (Rupees Two Thousand only).
- b) Original DD/ Pay Order towards EMD amount of Rs. 2,00,000/- (Rupees Two Lakh only),
- c) Original copy of the power-of-attorney
- d) Pass Phrase for all bid parts i.e. Technical & Financial.

### **10.29 EARNEST MONEY DEPOSIT (E.M.D)**



- (a) The intending bidders should pay an EMD of Rs 2,00,000/- (Rupees Two Lakh only).
- (b) The EMD shall be payable by DD/Pay Order drawn in favor of " United India Insurance Company Limited" payable at Delhi.
- (c) The EMD will not carry any interest.
- (d) If the bidder submits any EMD exemption certificate, the certifying authority should clearly mention in its letterhead that the certificate submitted by the bidder is applicable for this tender and the line of items mentioned in this tender.

#### **10.29.1 FORFEITURE OF E.M.D:**

The EMD made by the bidder will be forfeited if-

- a) He qualifies as L1 and backs out of the L1 quotes/tender specification/tender terms & conditions.
- b) The bidder withdraws his tender after acceptance.
- c) The bidder withdraws his tender before the expiry of the validity period of the tender.
- d) The bidder violates any of the provisions of the terms and conditions of this tender specification.

#### **10.29.2 REFUND OF E.M.D:**

- a) EMD will be refunded to the successful (L1) bidder, only after signing of the contract and submission of Security Deposit, completion of formality etc. in all respects to the satisfaction of the Company.
- b) In case of unsuccessful bidders, the EMD will be refunded to them after selection of the L1 bidder.

#### **10.30 THE COMPANY RESERVES THE RIGHT TO:**

- a) Revise the quantities at the time of placing the order.
- b) Blacklist the L1 bidder if performance of the bidder is not satisfactory.
- c) Reject any or all of the tender/s if-
  - I. It is not in conformity with the instructions mentioned herein,
  - II. It is not accompanied by the requisite EMD,
  - III. It is not properly signed by the bidder,



- IV. It is received after the expiry of the due date and time,
- V. It is evasive or incomplete including non-furnishing the required documents. Like it is quoted for period less than the validity of tender.
- VI. It is received from any blacklisted vendor or whose past experience is not satisfactory.





### **10.31 VALIDITY OF BID:**

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

## **11 BID DOCUMENTS**

### **11.1 ELIGIBILITY CUM TECHNICAL BID DOCUMENTS**

1. Compliance to Eligibility Criteria as per RFP Section along with all relevant supporting documents
2. Application Form for Eligibility Bid as per **Annexure-1**
3. Technical Bid and Eligibility Criteria as per **Annexure-2**
4. EMD of Rs.2, 00,000 (Rs. Two Lakhs only) (Exempt for eligible entities (i.e. MSME/NSIC), as per Government of India Guidelines, subject to submission of the relevant certificate in the form of DD/Pay Order favoring 'United India Insurance Company Limited'.
5. Statement of No-Deviation as per **Annexure-9**
6. The corporate profile of the bidder (printed corporate brochure is preferred).
7. List of bidder's support/service locations in India as per **Annexure-10**
8. The profile of the bidder as per **Annexure-11**
9. Bidder shall submit PAN number, GSTIN.
10. Undertaking that the Bidder has quoted for all items and the bid validity will be for 180 days from the date of submission of bid.
11. The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.



12. Executive Summary of Bidder's response. The Executive Summary should be limited to a maximum of five pages and should summarize the content of the response. Detailed technical note covering the detailed scope of work.

13. Support Plan

\*Bidder to upload stamped and signed documents only

**Note:**

1. Participation in this tender will mean that the Bidder has accepted all terms and conditions and clauses of this tender and subsequent modifications to this tender, if any.
2. The documentary evidence asked in respect of the eligibility criteria would be essential. Bids not accompanied by documentary evidence may be subject to rejection. Clarification/ Additional documents, if any, sought by UIIC from the Bidder has to be submitted within the stipulated time. Otherwise, bid will be rejected and no further correspondence in the matter will be entertained by UIIC.
3. Any alterations, erasures or discrepancies in figures etc. may render the bid invalid. The bid may be rejected in case of non-adherence to any of the instructions given above.
4. UIIC reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission or partial submission of technical details.
5. UIIC may at its discretion waive any minor non-conformity in any offer and the same shall be binding on all Bidders and UIIC reserves the right for such waivers.
6. If UIIC is not satisfied with the technical specifications in any tender and observes major deviations, the technical bids of such Bidders will not be short-listed and the price bids of such Bidders will not be opened. No further discussions shall be entertained with such Bidders in respect of the subject technical bid.

## **11.2 FINANCIAL BID DOCUMENTS**



Financial Bid should contain Annexure 4 – Financial Bid. The Financial Bid should give all relevant price information and should not contradict the Eligibility Cum Technical Bid in any manner.

There should be no hidden costs for items quoted. The rates quoted should be in Indian rupees only and same should be rounded off to the nearest rupee and filled in both words and figures.

### **Evaluation Criteria**

The competitive bids shall be submitted in two stages:

- ▶ Stage 1 – Eligibility Cum Technical Bid Evaluation
- ▶ Stage 2– Financial Evaluation

#### **11.3 ELIGIBILITY CUM TECHNICAL EVALUATION**

Eligibility criterion for the Bidders to qualify this stage is clearly mentioned in Clause 7. The Bidders who meet all these criteria along with Technical would only qualify for the second stage of evaluation. The Bidder would also need to provide supporting documents for eligibility proof. All the credentials of the Bidder necessarily need to be relevant to the Indian market.

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

#### **11.4 PROCEDURE FOR PROCESSING THE TENDER DOCUMENT**

1. The Committee constituted by the Company will open the Technical Bids electronically.
2. Each and every aspect in the Technical Bid consisting of Annexure -1, Annexure-2 and Annexure – 3 would be discussed by the Committee for technical qualification. The evaluation meeting will be held at the office of the Company at the time and date, as decided by the Company.
3. The Financial bids of technically qualified bidders will be opened electronically by the Committee. In case company decides to exercise reverse auction, the lowest Financial bid (L1) will be identified as start price for Reverse Auction. The company also reserves the right to give its own start price and decrement factor for Reverse Auction (business rule document will be shared to technically qualified bidders).
4. Company reserve right for exercising Reverse auction.
5. Any Financial bid incomplete in any respect will be disqualified.







## Annexure 1: Application form for Eligibility Bid

To

The Deputy General Manager  
United India Insurance Company Limited.  
Delhi Regional Office I,  
8<sup>TH</sup> Floor, Kanchenjunga Building,  
18, Barakhamba Road,  
New Delhi-110001.

### Application form for the Eligibility of the Bidder

**Tender Ref. No.** UIIC/RO-1 Delhi/2019/1 Dated 15.03.2019

#### Company Details

1	Registered Name, Date and Address of The Bidder.	
2	Location of Corporate Headquarters.	
3	GST Identification No. and Date of Registration	
4	Address for Communication	
5	Contact Person 1 (Name, Designation, Phone, Email ID)	
6	Contact Person 2 (Name, Designation, Phone, Email ID)	

#### Turnover and Net worth

Financial Year	Turnover (Rs. in Crores)	Net worth

#### Details of EMD (Demand Draft)

Description	<b>Rs. 2, 00,000/- Demand Draft towards EMD</b> {Exempt for eligible entities (i.e. MSME/NSIC), as per Government of India Guidelines, subject to submission of the relevant certificate. Certificate shall be valid on the date of Bid Submission}
-------------	--

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

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

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

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

(Company Seal)



## Annexure 2: TECHNICAL BID

**Tender Ref No: UIIC/RO-1 Delhi/2019/1 Dated 15.03.2019)**

### **Eligibility Criteria**

S.No	Particulars	Compliance Yes/ No
1	The bidder should be of reputed background and well established Printing Company / Mail Management Company/ Process Outsourcing Agency having business in India for at least 5 years as on 1 <sup>st</sup> December 2018. Bidder has to submit Registration number of the firm along with the GST and PAN number. (Documentary proof to be submitted). Certificate of incorporation also required.	
2	The bidder should have an Annual Turnover of Rs.5 Crore for each financial year for the last 3 financial years. (Profit & Loss account, Audited Balance Sheet ,CA certified documents to be submitted)	
3	The bidder should have made positive net operating profit in the last 3 financial years.(Profit & Loss account /CA certified documents to be submitted)	
4	The bidder should not have been disqualified, blacklisted, or de-panelled for whatsoever reason from any of the Government organizations during the period from January 2016 until last date of this tender.(Undertaking to be submitted as per Annexure - 7)	
5	The bidder should have a full-fledged office/service centre in Delhi with adequate stocks of the items and qualified service executive in their organization. (Documentary proof to be Submitted)	
6	The bidder should have executed minimum 1 nos. of contract (excluding UIIC) for a value not less than Rs.25 Lakh/annum during the last 3 financial years (2015-16, 2016-17, 2017-18). (Documentary proof to be submitted)	



### Annexure 3: ITEM SPECIFICATION

Tender Ref No: UIIC/RO-1 Delhi/2019/1 Dated 15.03.2019)

S N	Compliance Item Description	(Yes/No)
1	<p>Policy Schedule cum Certificate:            Size: 8.50" x 13.75"            Paper: 120 gsm Super printing BILT I ITC,            Printing: 4 Color on both sides.            Packing: Shrink Wrap Packing of 1 00 pcs. in fresh fit to size Carton with poly wrapping of carton from inside, tape masking covering all edges of carton, Strip wrapping with 4 belts, Labeling as per allocation, delivery to approx. 1,000 pan India locations through courier with tracking of delivery,            Storage: Warehousing to meet ad hock requirements.</p>	
2	<p>Policy Booklets:            No of Pages: 48 pp plus cover            Size: 4.25" x 5.75"            Paper: Text: 100 gsm Sinar Mat. Cover: 250 gsm Sinar Mat.            Printing of Text: 1 Color,            Printing of Cover: 4 Color,            Packing: Shrink Wrap Packing of 25 pcs. in fresh fit to size Carton with poly wrapping of carton from inside, tape masking covering all edges of carton, Strip wrapping with 4 belts, Labeling as per allocation, delivery to approx. 1,000 pan India locations through courier with tracking of delivery.            Storage: Warehousing to meet ad hock requirements.</p>	



3	<p>Renewal Mailers: (Letters, Envelope, automated insertion &amp; franking service)</p> <p>LETTER 1 &amp; LETTER 2: Size: A-4, Paper: 80 GSM Super Printing BILT/ITC Printing- Offset: 4 Color on both sides Digital: variable data printing on both sheets</p> <p>ENVELOPE: Size: 4.25" x 9.25" Paper: 80 GSM Super Printing BILT Printing: 4 Color Fabrication: Window Envelope making for automated insertion. Post Printing: Automated insertion process - Bar code reading, Folding, and Insertion of 2 letters into Envelope, Envelope sealing. Franking of mailers with pin code / RMS / State wise sorting and delivery to Post Office.</p>	
4	<p>Covering letter for Maruti Web portal policy: Size: 8.50" x 13.75" Paper: 120 gsm Super printing BILT I ITC, Printing: 4 Colour on both sides.</p>	
5	<p>Maruti portal web policy Envelope for automated insertion Size: 9.12" x 5.00" Paper: 140 GSM Super Printing BILT/ITC Printing:- 4 colours Window Size: 3.50" x 1.75" Finishing: 25- micron cellophane on window, Machine made envelope for automation.</p>	

Note- Any additional or better features are acceptable.

UIIC reserves the right to accept/reject any or all of the deviations shown by the bidder



#### Annexure 4: FINANCIAL BID

Sl.	Description	Per unit Price in Rs. (Excluding GST)
1	<b>Policy Schedule cum Certificate including dispatch to pan India locations. (Minimum 100 sheets per allocation)</b>	
2	<b>Policy Booklets (Including dispatch to PAN India locations) (Minimum 100 booklets per allocation)</b>	
3	<b>Renewal Mailers (Renewal Letters 2 nos. with Envelope, Automated Insertion &amp; Franking Service)</b>	
4	<b>Maruti portal web policy kit (one sheet of covering letter addressed to customer, two sheets of policy schedule cum certificate and one policy booklet with Envelope)- Dispatch to pan India customers through courier with dispatch details, tracking and delivery report</b>	
5	<b>Maruti portal web policy kit (one sheet of covering letter addressed to customer, two sheets of policy schedule cum certificate and one policy booklet with Envelope)- Dispatch to pan India customers through Deptt. Of Post.</b>	

\*price should be exclusive of GST

- i. The bid is to be submitted strictly in this format only or else the bid may be disqualified.
- ii. The prices should be valid for 180 days from the date of submission.
- iii. Total monthly outgo will be considered based on above while deciding L1



## Annexure 5: CONTRACT FORM

THIS AGREEMENT made on this \_\_\_\_\_ day of \_\_\_\_\_ between United India Insurance Company Limited (hereinafter “the Purchaser”) of one part and “<Name of Vendor>” (hereinafter “the Vendor”) of the other part:

WHEREAS the Purchaser is desirous that certain printed material & services should be provided by the Vendor viz., \_\_\_\_\_ and has accepted a bid by the Vendor for the supply of those printed material & services in the sum of \_\_\_\_\_ (Contract Price in Words and Figures) (hereinafter “the Contract Price”).

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

The following documents shall be deemed to form and be read and construed as part of this Agreement viz.

RFP Document and corresponding Amendments (Tender Ref No: UIIC/RO-1 Delhi/2019/1 Dated 15.03.2019)

The Schedule of Requirements and the Requirement Specifications

The Service Level Agreement

The General Conditions of Contract

The Purchaser’s Notification of Award (PO Reference No. : \_\_\_\_\_)

In consideration of the payments to be made by the Purchaser to the Vendor as hereinafter mentioned, the Vendor hereby covenants with the purchaser to provide the printed material & services and to remedy defects therein the conformity in all respects with the provisions of the contract.

The purchaser hereby covenants to pay the Vendor in consideration of the provision of the printed material & services and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

**Brief particulars of the goods and services, which shall be supplied/ provided by the Vendor, are as under:**

**Total Value in words:** \_\_\_\_\_



Total Value: \_\_\_\_\_

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

**Signed, Sealed and Delivered for "United India Insurance Co. Ltd." by its constituted Attorney**

**Signed, Sealed and Delivered for M/s \_\_\_\_\_ by its constituted Attorney**

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Address \_\_\_\_\_  
Company \_\_\_\_\_  
Date \_\_\_\_\_

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Address \_\_\_\_\_  
Company \_\_\_\_\_  
Date \_\_\_\_\_

**Company Seal  
Witness I**

**Company Seal  
Witness II**

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Address \_\_\_\_\_  
Company \_\_\_\_\_  
Date \_\_\_\_\_

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Address \_\_\_\_\_  
Company \_\_\_\_\_  
Date \_\_\_\_\_





## Annexure 6: QUERY FORMAT

(Tender Ref No: UIIC/RO-1 Delhi/2019/1 Dated 15.03.2019)

Sr. No.	Page #	Point / Section #	Existing Clause	Query Sought
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				



## Annexure 7: UNDERTAKING REGARDING NON-BLACKLISTING

**Tender Ref No: UIIC/RO-1 Delhi/2019/1 Dated 15.03.2019**

We, M/s \_\_\_\_\_, participating in the bid, confirm that we have not been Disqualified/blacklisted/dis-empanelled and the product quoted is not disqualified / blacklisted / dis-empanelled by any Central/State Government Department/Public Sector Banks/Financial Institutions in India including UIIC during the last three years as on date of submission of this tender.

Dated at \_\_\_\_\_ this \_\_\_ day of \_\_\_\_\_ 20

Signature of the Authorized Signatory :

Name :

Designation :

Name & Address of the company :

Seal of the Company :



**Annexure 8: PRO FORMA FOR PERFORMANCE SECURITY**

To: (Name of Purchaser)

WHEREAS..... (Name of Supplier) (Hereinafter called "the Supplier") has undertaken, in pursuance of Contract No..... dated..... 201\_ to supply..... (Description of Products and Services) (Hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein, as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of ..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the .....day of.....

Signature and Seal of Guarantors (Supplier's Bank)

.....  
Date.....  
Address.....  
.....



## Annexure 9: STATEMENT OF NO DEVIATION

To

The Deputy General Manager  
United India Insurance Company Limited.  
Delhi Regional Office I,  
8<sup>th</sup> Floor, Kanchenjunga Building,  
18, Barakhamba Road,  
New Delhi-110001.

Reference: **(Tender Ref No: UIIC/RO-1 Delhi/2019/1 Dated 15.03.2019)**

Sir,

There are no deviations (null deviations) from the RFP Requirements and Terms & Conditions of the tender. All the RFP Requirements and terms & conditions of the tender are acceptable to us.

**Witness**

**Bidder**

Signature

Signature

Name

Name

Designation

Designation

Address

Address

Company

Company

Date

Date



## Annexure 10: OFFICE LOCATIONS AND SERVICE INFRASTRUCTURE FACILITIES

**(Tender Ref No: UIIC/RO-1 Delhi/2019/1 Dated 15.03.2019)**

Details of the Centre(s) owned and operated by the Bidder							
Name of City where	Address	Contact Person	Telephone Number(s)	Fax No's	E-mail address	Working hours	Remarks

<b>Witness</b>	<b>Bidder</b>
Signature _____	Signature _____
Name _____	Name _____
Designation _____	Designation _____
Address _____	Address _____
Company _____	Company _____
Date _____	Date _____

Company Seal



## Annexure 11: BIDDER PROFILE

**(Tender Ref No: UIIC/RO-1 Delhi/2019/1 Dated 15.03.2019)**

- a) Registered Name & Address of The Bidder :
- b) Location of Corporate Head Quarters :
- c) Date & Country of Incorporation :
- d) Service facilities location & size :
- e) Major Related Activities carried out in last two years & their %age in revenue :
- f) Total number of employee :
- g) List of major clients :
- h) Name & Address of Contact Person with Tel. No / Fax /e-mail :
- i) Client Reference :
- j) Annual turnover for the three previous financial years :
- k) Net worth (Paid up capital plus free reserves) for the previous financial year (2016-17) :
- l) Name of the Authorized Signatory :

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

POA of the Authorized Signatory

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

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

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

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

(Company Seal)



## Annexure 12: NON-DISCLOSURE AGREEMENT

(On Rs.100 Non-Judicial stamp paper)

This Non-Disclosure Agreement made and entered into at..... This .....day of.....2019

BY AND BETWEEN

..... Company Limited, a company incorporated under the Companies Act, 1956 having its registered office at ..... (Hereinafter referred to as the Vendor which expression unless repugnant to the context or meaning thereof be deemed to include its permitted successors) of the ONE PART;

AND

United India Insurance Company Ltd, having its headquarters and Corporate Office at 24, Whites Road, Chennai – 600014. (hereinafter referred to as "UIIC" which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns) of the OTHER PART.

The Vendor and United India Insurance Company Ltd are hereinafter collectively referred to as "the Parties" and individually as "the Party"

WHEREAS:

1. United India Insurance Company Ltd is engaged in the business of providing financial services to its customers and intends to engage Vendor for providing

2. In the course of such assignment, it is anticipated that United India Insurance Company Ltd or any of its officers, employees, officials, representatives or agents may disclose, or deliver, to the Vendor some Confidential Information (as hereinafter defined), to enable the Vendor to carry out the aforesaid assignment (hereinafter referred to as "the Purpose").

3. The Vendor is aware and confirms that all information, data and other documents made available in the RFP/Bid Documents/Agreement /Contract or in connection with the Services rendered by the Vendor are confidential information and are privileged and strictly confidential and or proprietary of United India Insurance Company Ltd. The Vendor undertakes to safeguard and protect such confidential information as may be received from United India Insurance Company Ltd

NOW, THEREFORE THIS AGREEMENT WITNESSED THAT in consideration of the above premises and United India Insurance Company Ltd granting the Vendor and or his agents, representatives to have specific access to United India Insurance Company Ltd property / information and other data it is hereby agreed by and between the parties hereto as follows:

1. Confidential Information:



(i) "Confidential Information" means all information disclosed/furnished by United India Insurance Company Ltd to the Vendor whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the Vendor to carry out the proposed Implementation assignment, and shall mean and include data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential"; Provided the oral information is set forth in writing and marked "Confidential" within seven (7) days of such oral disclosure.

(ii) The Vendor may use the Confidential Information solely for and in connection with the Purpose and shall not use the Confidential Information or any part thereof for any reason other than the Purpose stated above.

Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within seven (7) days of such disclosure. Confidential Information does not include information which:

(a) is or subsequently becomes legally and publicly available without breach of this Agreement by either party,

(b) was rightfully in the possession of the Vendor without any obligation of confidentiality prior to receiving it from United India Insurance Company Ltd,

(c) was rightfully obtained by the Vendor from a source other than United India Insurance Company Ltd without any obligation of confidentiality,

(d) was developed by for the Vendor independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or is/was disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Vendor shall, unless prohibited by law or regulation, promptly notify United India Insurance Company Ltd of such order and afford United India Insurance Company Ltd the opportunity to seek appropriate protective order relating to such disclosure.

(e) the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;

(f) is released from confidentiality with the prior written consent of the other party.

The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient. Confidential Information shall at all times remain the sole and exclusive property of the disclosing party. Upon termination of this Agreement, Confidential Information shall be returned to the disclosing party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the parties.

Nothing contained herein shall in any manner impair or affect rights of United India Insurance Company Ltd in respect of the Confidential Information.





In the event that any of the Parties hereto becomes legally compelled to disclose any Confidential Information, such Party shall give sufficient notice to the other party to enable the other Party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of this Agreement without the prior written consent of the other party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving party applies to its own similar confidential information but in no event less than reasonable care.

The obligations of this clause shall survive the expiration, cancellation or termination of this Agreement

2. Non-disclosure: The Vendor shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Vendor who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Vendor shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Vendor may disclose Confidential Information to others only if the Vendor has executed a Non-Disclosure Agreement with the other party to whom it is disclosed that contains terms and conditions that are no less restrictive than these presents and the Vendor agrees to notify United India Insurance Company Ltd immediately if it learns of any use or disclosure of the Confidential Information in violation of terms of this Agreement.

Notwithstanding the marking and identification requirements above, the following categories of information shall be treated as Confidential Information under this Agreement irrespective of whether it is marked or identified as confidential:

- a) Information regarding United India Insurance Company Ltd and any of its Affiliates, customers and their accounts ("Customer Information"). For purposes of this Agreement, Affiliate means a business entity now or hereafter controlled by, controlling or under common control. Control exists when an entity owns or controls more than 10% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity; or
- b) any aspect of United India Insurance Company Ltd business that is protected by patent, copyright, trademark, trade secret or other similar intellectual property right; or
- c) Business processes and procedures; or
- d) Current and future business plans; or
- e) Personnel information; or
- f) Financial information.

3. Publications: The Vendor shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the



Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of United India Insurance Company Ltd.

4. Term: This Agreement shall be effective from the date hereof and shall continue till expiration of the Purpose or termination of this Agreement by United India Insurance Company Ltd, whichever is earlier. The Vendor hereby agrees and undertakes to United India Insurance Company Ltd that immediately on termination of this Agreement it would forthwith cease using the Confidential Information and further promptly return or destroy, under information to United India Insurance Company Ltd, all information received by it from United India Insurance Company Ltd for the Purpose, whether marked Confidential or otherwise, and whether in written, graphic or other tangible form and all copies, abstracts, extracts, samples, notes or modules thereof. The Vendor further agree and undertake to United India Insurance Company Ltd to certify in writing upon request of United India Insurance Company Ltd that the obligations set forth in this Agreement have been complied with.

Any provisions of this Agreement which by their nature extend beyond its termination shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain

5. Title and Proprietary Rights: Notwithstanding the disclosure of any Confidential Information by United India Insurance Company Ltd to the Vendor, the title and all intellectual property and proprietary rights in the Confidential Information shall remain with United India Insurance Company Ltd.

6. Remedies: The Vendor acknowledges the confidential nature of Confidential Information and that damage could result to United India Insurance Company Ltd if the Vendor breaches any provision of this Agreement and agrees that, if it or any of its directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof, United India Insurance Company Ltd may suffer immediate irreparable loss for which monetary compensation may not be adequate. United India Insurance Company Ltd shall be entitled, in addition to other remedies for damages & relief as may be available to it, to an injunction or similar relief prohibiting the Vendor, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement.

Any claim for relief to United India Insurance Company Ltd shall include United India Insurance Company Ltd costs and expenses of enforcement (including the attorney's fees).

7. Entire Agreement, Amendment and Assignment: This Agreement constitutes the entire agreement between the Parties relating to the matters discussed herein and supersedes any and all prior oral discussions and / or written correspondence or agreements between the Parties. This Agreement may be amended or modified only with the mutual written consent of the Parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.



8. Governing Law: The provisions of this Agreement shall be governed by the laws of India and the competent court at Delhi shall have exclusive jurisdiction in relation thereto even though other Courts in India may also have similar jurisdictions.

9. Indemnity: The Vendor shall defend, indemnify and hold harmless United India Insurance Company Ltd, its affiliates, subsidiaries, successors, assigns, and their respective officers, directors and employees, at all times, from and against any and all claims, demands, damages, assertions of liability whether civil, criminal, tortuous or of any nature whatsoever, arising out of or pertaining to or resulting from any breach of representations and warranties made by the Vendor. and/or breach of any provisions of this Agreement, including but not limited to any claim from third party pursuant to any act or omission of the Vendor, in the course of discharge of its obligations under this Agreement.

10. General: The Vendor shall not reverse - engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder.

All Confidential Information is provided "as is". In no event shall United India Insurance Company Ltd be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by United India Insurance Company Ltd constitutes any representation, warranty, assurance, guarantee or inducement with respect to the fitness of such Confidential Information for any particular purpose.

United India Insurance Company Ltd discloses the Confidential Information without any representation or warranty, whether express, implied or otherwise, on truthfulness, accuracy, completeness, lawfulness, merchantability, and fitness for a particular purpose, title, non-infringement, or anything else.

11. Waiver: A waiver (whether express or implied) by United India Insurance Company Ltd of any of the provisions of this Agreement, or of any breach or default by the Vendor in performing any of the provisions hereof, shall not constitute a continuing waiver and such waiver shall not prevent United India Insurance Company Ltd from subsequently enforcing any of the subsequent breach or default by the Vendor under any of the provisions of this Agreement.

In witness whereof, the Parties hereto have executed these presents the day, month and year first herein above written.

For and on behalf of ----- Ltd.

( )  
(Designation)

For and on behalf of United India Insurance Company Ltd

( )  
(Designation)



## Annexure 13: E Procurement System

### Instructions

#### Procedure for submission of Bids

Bidders are required to submit Bids online through TCIL e-procurement portal - <https://www.tcil-india-electronictender.com>. Submission of Online Bids is mandatory for this Tender.

#### Broad Outline of Activities from Bidder's Perspective

1. Bidders must have a Digital Signing Certificate (DSC)
2. Register on Electronic Tendering System® (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA.
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to an MA
6. Bid-Submission on ETS
7. Attend Public Online Tender Opening Event (TOE) on ETS
8. Opening of relevant part (i.e. Technical Bid)
9. Post-TOE Clarification on ETS
  - Respond to UIIC Post-TOE queries
10. Attend Public Online Tender Opening Event (TOE) on ETS
  - Opening of relevant part (i.e. Financial Bid; only for Technical Responsive Bidders)

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

#### Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class 3, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

#### Registration

To use the ElectronicTender® portal <https://www.tcil-india-electronictender.com>, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and Annual Registration Fee, please contact TCIL/ ETS Helpdesk (as given below), to get your registration accepted/activated



### Important Note:

To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Centre' located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

TCIL/ ETS Helpdesk	
Telephone/ Mobile	Customer Support: +91-11-26241790 (Multiple Telephone lines)
E-mail ID	ets_support@tcil-india.com

### Special Note on Security and Transparency of Bids

Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in ElectronicTender's software. Specifically, for Bid Submission, some security related aspects are outlined below:

As part of the ElectronicEncrypter® functionality, the contents of both the 'Electronic Forms®' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is mandatory that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officer.



There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

### **Public Online Tender Opening Event (TOE)**

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to Buyer Organization Name office for the Public Online TOE.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)', including digital counter-signing of each opened bid by the authorized TOE-officer(s) in the simultaneous online presence of the participating bidders' representatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted by the bidder himself during the TOE itself or as per alternative methods prescribed in the Tender Documents, salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

### **SEVEN CRITICAL DO'S AND DON'TS FOR BIDDERS**

Specifically, for Supplier organizations, the following 'SEVEN KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz. 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to



complete activities related to your organization, such as creation of -- Marketing Authority (MA) [i.e. a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization.

3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. For responding to any particular tender, the tender (i.e. its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.
5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)
6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)
7. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' your 'Status pertaining Overall Bid-Submission' is 'Complete'. For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is 'Complete'.

NOTE:

While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth, sixth and seventh instructions are relevant at all times.

#### **Minimum Requirements at Bidder's End**

- Computer System having configuration with minimum Windows 7 or above, and Broadband connectivity
- Microsoft Internet Explorer 7.0 or above preferably Internet Explorer 11
- Digital Certificate(s) Class-3 Signing