



REQUEST FOR PROPOSAL (RFP) FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING & MAINTENANCE OF UPS



Tender NO: 000100/HO IT/RFP/551/2025-2026

UNITED INDIA INSURANCE CO. LTD
INFORMATION TECHNOLOGY DEPARTMENT
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CIN: U93090TN1938GOI000108

Important Notice

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

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

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

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1.INTRODUCTION

About UIIC

United India Insurance Company Limited (UIIC) is a leading public sector General Insurance Company transacting General Insurance business in India with Head Office at Chennai, with 30 Regional Offices, 6 LCB's and 1300+ Operating Offices geographically spread throughout India. United India Insurance Company Limited, hereinafter called "UIIC" or "The Company", which term or expression unless excluded by or repugnant to the context or the meaning thereof, shall be deemed to include its successors and permitted assigns, issues this bid document, hereinafter called Request for Proposal or RFP.

Objective of this RFP:

The purpose of this Request for Proposal (hereafter referred to as "RFP") is to define scope of work for Request for Proposal for Supply, Installation, Testing, Commissioning & Maintenance of UPS. This RFP contains details regarding scope, project timelines, evaluation process, terms and conditions as well as other relevant details which bidder needs to factor while responding to this RFP. The System Integrator has to provide, manage and maintain all necessary infrastructure components & services that would be necessary as per the defined requirements of this RFP and subsequent addendums/corrigendum if any. The System Integrator has to ensure that the desired objective of UIIC's infrastructure is fulfilled

Due Diligence

The Bidders are expected to examine all instructions, terms and specifications stated in this RFP. The Bid shall be deemed to have been submitted after careful study and examination of this RFP document. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP document. Failure to furnish all information or submission of a bid not responsive to this RFP will be at the Bidders' risk and may result in rejection of the bid. The decision of UIIC on rejection of bid shall be final.

2. PURPOSE OF THIS DOCUMENT

The purpose of this Request for Proposal (hereafter referred to as “RFP”) is to define the scope of work for the Bidder for Supply, Installation, Testing, Commissioning & Maintenance of UPS. This RFP contains details regarding the scope, project timelines, evaluation process, terms and conditions as well as other relevant details which the Bidder needs to factor in while responding to this RFP

DEFINITION OF TERMS USED IN THIS DOCUMENT

Company/UIIC/purchaser	United India Insurance Company Limited
EMD	Earnest Money Deposit
BG	Bank Guarantee
Bidder/Bidder	Is a company, which participates in the tender and submits its proposal
Products/equipment	Materials, which the Successful Bidder is required to Supply, Install, test, commission and Support as per this tender
Successful Bidder	A company, which, after the complete evaluation process, gets the Letter of Intent
OEM	Original Equipment Manufacturer
SLA	Service Level Agreement
SP	Service Provider
RFP	Request for Proposal
SOW	Scope of Work
T&C	Terms and Conditions

3. BID SCHEDULE

S#.	Description	Details
1.	Name of the Tender	REQUEST FOR PROPOSAL (RFP) for SUPPLY, INSTALLATION, TESTING, COMMISSIONING & MAINTENANCE OF UPS
2.	Tender Reference Number	000100/HO IT/RFP/551/2025-2026
3.	Tender Release Date	08-12-2025
4.	Last date for queries through Email (rfp.infra@uiic.co.in)	15-12-2025
5.	Last date for bid submission	29-12-2025
6.	Address for submitting of Bids	The bidding process is completely online. Bidders are requested to submit all documents online as detailed in this RFP. For further instructions regarding submission of bids online, the bidders shall visit the GeM portal (https://gem.gov.in/).
7.	EMD Fee	₹ 20,00,000 /-(Rupees Twenty Lakh only)
8.	Email ID for communication	rfp.infra@uiic.co.in

4. INSTRUCTION/GUIDELINES TO BIDDERS

4.1 Tender Document

- **Content of The Tender Document**

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

- **Clarification of Tender Document**

All queries/requests for clarification from bidders must reach us by e-mail (rfp.infra@uiic.co.in) as per timeline given in schedule of events. UIIC will respond to any request for clarification of the tender document in the pre-bid response.

Any modification to the Tender Document shall be made by the Company exclusively through the issuance of an Addendum/Corrigendum to all the participating bidders and not through the minutes of the pre-bid meeting.

- **Clarifications On Submitted Bid**

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

- **Amendment of Tender Document**

At any time prior to the deadline for submission of the proposal, UIIC may, for any reason, either at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender document by an amendment. The amendment, if any, will be published on our website & GeM portal. In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, UIIC may, at its discretion, extend the last date for the receipt of bids

4.2 Bid Preparation

- **Language of Bids**

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

- **Format and Signing of Bid**

- Proposals submitted in response to this tender must be signed by (in all the pages) the Authorized signatory of the Bidder's organization as mentioned in the Power of Attorney or Letter of Authorization.
- The bid shall be in A4 size papers, numbered with index, highlighted with technical specification details, shall be signed by the bidder or a person duly authorized to bind the bidder to the Contract. The bid document Should be well-organized and includes page numbers as per the RFP requirements.
- Any interlineations, erasures or overwriting may be considered invalid. Any interlineations, erasures or overwriting shall be valid only if the person signing the bid counter signs them.
- Bidders responding to this tender must comply with the format requirements given in various annexure of the tender; bids submitted in any other format/type will be treated as non-compliant and may be rejected.
- Additional Information: Includes additional information which will be essential for better understanding of the proposal. This might include diagrams, excerpts from manuals, or other explanatory documentation, which would clarify and/or substantiate the bid. Any material included here should be specifically referenced elsewhere in the bid.
- Glossary: Provide a glossary of all abbreviations, acronyms, and technical terms used to describe the services or products proposed. This glossary should be provided even if these terms are described or defined at their first use in the bid response.

- **Document to Be Submitted Online**

The bidders should mandatorily upload the following documents in the respective sections.

- **Prequalification Documents (Online Submission - Scanned Documents)**

- Offer Covering Letter as per Annexure 2
- Eligibility Criteria Declaration Form as per Annexure 3. All supporting documents as detailed as per Annexure 3.
- Bidders profile as per Annexure 4
- Letter of Authorization / Manufacturer Authorization by Power of Attorney of OEM as per Annexure 19
- Details of Support centers as per Annexure 5
- Undertaking of Authenticity for UPS as per Annexure 6.
- Letter of Undertaking for abiding the Terms & Conditions as per Annexure 7
- No Blacklisting Declaration as per Annexure 8.
- Proof of Earnest Money Deposit (EMD) amount deposited in UIIC Account / Bank Guarantee for EMD as per Annexure 13
- Bid Submission Check List as per Annexure 15
- Certificate of Local Content as per Annexure 20
- Land Boarder Declaration as per Annexure 16
- Non-disclosure agreement to be submitted as per Annexure 17.

- Authorized signatory of the Bidder signing the Bid Documents should be empowered to do so. Proof in the form of letter signed by a director or Company Secretary to be attached.
- Proof of Power of Attorney of the OEM.
- Copy of this RFP duly signed and stamped / digitally signed as token of acceptance of all the terms and conditions of this tender.
- **Technical Bid Documents (online submission - scanned documents):**
 - Compliance Statement for the prescribed technical specifications as per Annexure 9. Along with all supporting documents
 - Nil Deviation Statement as per Annexure 10.
 - Unpriced Bill of Material as per Annexure 11.
- **Financial Documents (Online Submission - Scanned Documents)**
 - Commercial Bid to be submitted as per Annexure 12.
- **Earnest Money Deposit (EMD)**
 - The intending bidders shall submit Bank Guarantee (**Annexure 13**): Bank Guarantee Format for EMD)/Electronic Credit for EMD of ₹ 20,00,000/- (Rupees Twenty Lakh Only) for UPS Bid will be treated as non-responsive and will be rejected in the absence of the above mentioned document.
 - EMD will be collected as per schedule wise according to the bidder participation.
 - Bank Guarantee shall be drawn in favour of "United India Insurance Company Limited" payable at Chennai. The Bank Guarantee submitted as EMD should have a validity of 180 days
 - The EMD will not carry any interest
 - The electronic credit should be affected positively at least two days prior to the tender submission date
 - The EMD in the form of Bank Guarantee should reach United India Insurance Head Office at Chennai at least one day before tender submission date
 - In case of Electronic Credit, the EMD shall be credited to our Bank Account as given below:

Beneficiary Name	United India Insurance Company Limited
IFSC	INDB0000007
Account No	200999095210000100
Bank Details	IndusInd Bank
Remarks	RFP

- **Forfeiture of EMD**

The EMD made by the bidder will be forfeited if:

- ❖ The bidder withdraws the tender after acceptance.
- ❖ The bidder withdraws the tender before the expiry of the bid validity period of the tender.
- ❖ The bidder violates any of the provisions of the terms and conditions of this tender specification.
- ❖ The successful bidder fails to furnish the required Performance Security within 15 days from the date of receipt of LOI (Letter of Intent).

- **Refund of EMD**

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

- ❖ In case of unsuccessful bidders, the EMD will be refunded to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.

- **Proposal Ownership**

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

4.3 PROCEDURE FOR SUBMISSION OF BIDS

Tender Bidding Methodology:

- 'Single Stage Online submission & Two stage online opening' [Eligibility cum Technical Bid & Commercial Bid] for Supply, Installation, Testing, Commissioning & Maintenance of UPS.
- The bidding process is completely online. Bidders are requested to submit all seal & signed scanned documents online as detailed in this RFP. In addition to documents uploaded in the GeM Portal, bidders should submit original hard copy of EMD (Annexure 13) & NDA (Annexure 17) at UIIC Head Office. Any other documents may be submitted in original hard copy/Soft Copy, if demanded or a clarification is sought in this regard.

Instruction to Bidders for Online Submission

- The bidders can access the documents in the e-tendering portal <https://gem.gov.in/>
- The relevant tender documents can be downloaded from the GeM Portal with the bidders authorized user credentials or from <https://uiic.co.in/>
- The bidders should mandatorily fill in all relevant details as per the requested format in the e-tendering portal.
- The bidders are required to submit scanned documents of their bid electronically on the GeM Portal using valid Digital Signature Certificates.

Late Bids

Bidders are advised in their own interest to ensure that bid is submitted well before the closing date and time of the bid. Any bid received after the deadline for submission of the bid, will be rejected.

Bid Preparation

- Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- Any deviations from these may lead to rejection of the bid.
- Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLSX etc. formats.
- Bidder to log into the site well in advance for bid submission so that bidder uploads the bid within time i.e., on or before the bid submission time. Bidder will be responsible for any delay due to any other issues.
- The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- Bidders to note that they should necessarily submit their financial bids in the prescribed format given by Company and no other format is acceptable.
- Bid once submitted on GeM shall be treated as final and no further amended bid will be accepted. However, if UIIC amends the RFP before expiry date of bid submission and a bidder had already submitted his bid, the competent authority at its discretion shall permit fresh submission of bids before the expiry date of bid submission.
- The offline tender shall not be accepted and no request in this regard will be entertained whatsoever.

Opening of Bid by UIIC

- Bids will be opened on GeM portal as per the guidelines & Procedure.
- UIIC however reserves the right to extend the last date for submission of bids without assigning any reasons and such extensions shall be published in UIIC's website <https://uiic.co.in/> as well as in GeM portal.

Pre-Bid Query Response

- Pre-bid queries should be mailed to us in the email id rfp.infra@uiic.co.in in the attached format as per **Annexure 18**. Pre-bid queries will be accepted till 15.12.2025
- Queries received after the due date as mentioned in Bid Schedule will not be entertained.
- Replies to the Pre-bid queries would be published in UIIC's website as well as in GeM portal.

Procedure for Processing the Bid Document

- Tender Bidding Methodology: 'Single Stage Online submission & Two stage online opening' [Prequalification, Technical Bid & Commercial Bid].
- The bids would be opened by the Committee constituted by the Company.
- Failure to submit any documents under any of the sections could lead to rejection of bids.
- The Committee will open the Eligibility cum Technical bids of those bidders who have submitted all the necessary documents as applicable.
- The Committee will open the Commercial bids of those bidders who qualify the minimum eligibility criteria (Pre-qualification) and minimum technical requirements (Technical Bid). The date & time of opening the Commercial Bids would be intimated to the qualified bidders.
- The Committee will declare successful bidder after final evaluation of bids and the result will be published on UIIC's website as well as in GeM portal.
- This procedure is subject to changes, if needed and the procedure adopted by the Company for opening the tender shall be final and binding on all the parties.

PROCEDURE FOR PROCESSING THE TENDER DOCUMENT

Evaluation Process

- The bid evaluation will be a Two-Stage process. The stages are:

Eligibility Criteria Evaluation

- The bidder would need to submit the supporting documents as part of the eligibility proof in the technical bid along with the relevant annexures. Bidder is also required to submit all the Annexures duly signed.

Technical Bid Evaluation

- Technical bid shall be opened, and technical evaluation shall be carried out for the bidders who have qualified eligibility criteria. However, to expedite the process, UIIC may of its own carry out eligibility criteria and technical bid evaluation simultaneously. Inviting bidders for technical presentation or seeking information during technical evaluation shall not construe that bidder is qualified. However, bidder eligibility status shall be informed.

NABL accredited Test report for technical evaluation:

- The bidders must submit the test report of one (1) unit of each capacity of the quoted UPS make and model, as per the specifications mentioned in this tender document.
- The test report is intended to verify and validate the performance, functionality, efficiency, and compliance of the offered UPS system with the technical specifications stipulated in the tender.
- The bidder must submit a fresh test report of the quoted UPS model clearly mentioning that all the technical parameters specified by UIIC in this tender are met or exceeded (Test Report should be prepared as per specifications mentioned in Annexure 1 & the format provided in annexure 9).

- The test report must be issued by a NABL-accredited testing laboratory only. Reports from unaccredited agencies will not be accepted.
- If the OEM has already conducted testing of the same UPS model within the immediate last two months from the date of release of the RFP (as per the annexure for testing parameters), the existing valid test report may be considered, provided that all specifications exactly match those specified in the tender. However, UIIC reserves the right to verify and decide whether to accept the existing report or to insist on fresh testing at its sole discretion.
- All costs related to the demonstration, transportation, testing, and certification of the UPS for the test report purpose shall be borne entirely by the bidder/OEM. UIIC shall not be liable for any expense incurred by the bidder.
- In case the quoted UPS model fails to meet the tender specifications, the bidder's offer shall be summarily rejected, and no further opportunity shall be provided.
- The results of the test report shall form an integral part of the technical evaluation, and UIIC's decision on the outcome of the test report shall be final and binding.
- Any tampering, alteration, or falsification of test reports will lead to immediate disqualification of the bidder and may result in blacklisting as per UIIC norms
- The testing report shall clearly mention the UPS make, model, capacity, serial numbers, and test results corresponding to the parameters defined in the tender

Technical Compliance Testing of Quoted UPS Units (20% of quoted quantity)

- The L1 bidders must submit the test report of 20% units of each capacity of the quoted UPS make and model, as per the specifications mentioned in this tender document.
- The test report must be issued by a NABL-accredited testing laboratory only. Reports from unaccredited agencies shall not be accepted.
- Once the 20% units of each capacity test reports are accepted by UIIC, then only the bidder should start the delivery of the UPS.
- The testing can be done either at the bidder's factory premises or at NABL-accredited testing agency.
- The testing shall be witnessed by UIIC officials, and the testing schedule, agency, and location shall be mutually decided by UIIC and the L1 bidder.
- For each capacity quoted (e.g., 1 kVA, 3 kVA, 5 kVA, and 10 kVA), the L1 bidder shall arrange for testing of a minimum of 20% of the total quantity offered for that capacity. The samples selected for testing shall be from the same production batch and configuration as those to be supplied.
- The tested UPS units must fully comply with all technical specifications and performance parameters mentioned in the tender. Any deviation or failure during testing will render the offer liable for rejection.
- All expenses related to testing, inspection, logistics, demonstration, and agency charges shall be entirely borne by the bidder. UIIC shall not be responsible for any expenditure incurred for testing or compliance verification.
- The testing shall be conducted at a location and time specified by UIIC. The bidder shall coordinate with the UIIC officials for scheduling and logistics.
- Any tampering, alteration, or falsification of test reports will lead to immediate disqualification of the bidder and may result in blacklisting as per UIIC norms
- The testing report shall clearly mention the UPS make, model, capacity, serial numbers, and test results corresponding to the parameters defined in the tender. The final test report signed by the testing agency and UIIC officials shall form part of the contract acceptance record.

Commercial Bid evaluation and Award of Contract

- Commercial bids of the technically qualified bidders shall be opened and evaluated. Contract will be awarded to the technically qualified bidder who has quoted the lowest price after the reverse auction process.

- Commercial should not be indicated at any place in the Technical Bid. If the commercials are indicated in the technical bid, the entire bid will be summarily rejected.

The Company Reserves the Right To

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

Rejection of Tenders

The tender is liable to be rejected inter-alia:

- If it is not in conformity with the instructions mentioned herein,
- If it is not accompanied by the requisite proof of tender document fee paid.
- If it is not accompanied by the requisite Earnest Money Deposit (EMD).
- If it is not properly signed by the bidder.
- If it is received after the expiry of the due date and time.
- If it is evasive or incomplete including non-furnishing the required documents.
- If it is quoted for period less than the validity of tender.
- If it is received from any blacklisted bidder or whose past experience is not satisfactory.
- If all documents as detailed in the RFP are not submitted on time.

Validity of Tenders

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

General Terms

- The successful bidder shall sign the agreement within 15 days from the date of Letter of Intent (LOI) from UIIC.
- The agreement shall be in force for a period of 5 (Five) years & 3 months from the date of issue of Purchase Order and may be extended on mutually agreed terms.
- The offer containing erasures or alterations will not be considered. There shall be no handwritten material, corrections or alterations in the offer.
- Addendum/Amendments/Corrigendum, if any, will be communicated through UIIC website & in GeMportal only. UIIC reserves the right to cancel the tender at any time without incurring any penalty or financial obligation to any bidder.
- UIIC reserves its right to carry out factory inspection of the equipment's to be supplied to UIIC at bidder's factory/site/center. There shall not be any additional charges for such inspection.
- UIIC is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, GoI. The policy details are available on the website www.dcmsme.gov.in.
- These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs).
 - ❖ Such MSEs would be entitled for exemption from furnishing earnest money deposit (EMD) if any provided submission of proof documents. In case of any issue on the subject matter, the MSE's may approach the tender inviting authority to resolve their grievances.

- ❖ Agencies/ Bidders desirous of availing exemptions/ preference under above provisions should submit a copy of proof of Registration as MSEs, and ownership of the same by SC/ST if applicable along with the tender/RFP

5.General Terms & Conditions of Contract

Contract Terms for Service Provider and Exit

- Contract Period: The contract will be valid for a period of 5 years from the date of last installation. Irrespective of the period, the contract will deem to be operative until close of assigned projects as per agreed Scope of Work, and hence bidders deploying resources should ensure the resources availability until completion of the work in hand or till the extended period as per the project terms and conditions.
- Price discovered during the RFP will be valid till the completion of the project or the extended completion period as required by UIIC in respect of that project.
- UIIC reserves the right to terminate the contract at any time without assigning any reasons thereof. However, there are specific termination clauses which must be adhered by the selected bidder for continuation of contract.
- The Agreement and Service Level Agreement shall be as per the SLA clause.
- The detailed terms and conditions governing the contract shall be included in the Agreement and Service Level Agreement and may undergo changes as per the Outsourcing guidelines and/or any other Guidelines issued by IRDAI from time to time or any regulation issued by Government of India or its statutory bodies. There shall be penalties applicable on non-adherence to service deliverables as per penalty clauses.
- The selected bidder should provide satisfactory indemnities to UIIC against possible financial and / or reputational loss arising as per the indemnity clause.
- The performance of selected bidder shall be reviewed periodically, for continuation of the contract. Any decision in this regard by UIIC shall be final and binding on the selected bidder.
- The contract and SLA will be subject to internal policies or guidelines of UIIC and instructions/guidelines etc. as issued by Insurance Regulatory and Development Authority and other Government/Authorities from time to time as applicable.
- The terms of the RFP mentioned across this document shall form part of the agreement.
- The detailed terms and conditions governing the contract shall be included in the Agreement and Service Level Agreement which shall be shared with successful L1 bidder at the time of issuing Letter of Intent.
- Selected bidder shall be required to put in place necessary security and all possible safeguards to maintain necessary confidentiality of data and/or information received in any form from UIIC. The selected bidder shall be required to submit the details of all safeguards in place at its facility before commencement of the proposed activity.
- The selected bidder shall have to abide by UIIC Information Security Policy for the activities that shall be carried out for UIIC. This policy & procedures is almost aligned to requirements of ISO 27001 standards (ISMS).
- The SLA between UIIC & selected bidder will have these security controls & liabilities of the selected bidder for violation of UIIC IT & IS policy, standards & procedures.

Business Continuity

- Bidder should have business continuity plan. In case the bidder does not have ready business continuity plan, he should undertake to implement business continuity plan within 3 months from the date of contract. (Proof & Level - ISO 22301)

Transition Management

- Successful Bidder shall provide the Board with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and Scope of work definition.
- A detailed program of the transfer process that could be used in conjunction with a Replacement Bidder including details of the means to be used to ensure continuing provision of the services

throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;

- Plans for the communication with such of the Successful Bidder, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on Project's operations as a result of undertaking the transfer;
- Plans for provision of contingent support to Project and Replacement Bidder for a reasonable period (minimum one month) after transfer.
- Successful Bidder shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date. Each Exit Management Plan shall be presented by the Successful Bidder to UIIC. The terms of payment as stated in the Terms of Payment Schedule include the costs of the Successful Bidder complying with its obligations under this Schedule. During the exit management period, the Successful Bidder shall use its best efforts to deliver the services. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule. This Exit Management plan shall be furnished in writing to Successful Bidder or its nominated agencies within 7 days from the receipt of notice of termination or three months prior to the expiry this Agreement.

Closure

Upon completion of the contract period, the Bidder will perform all activities necessary to close out the Project. This includes:

- Performing formal contract closure
- Updating process documentation and transferring this to UIIC
- Transitioning any relevant process and/or solution responsibilities over to UIIC, or to another contracted bidder. This includes updating and transferring all solution documentation, performing formal contract closure, and transitioning any relevant solution responsibilities.

After Termination

On termination of the contract the Bidder must:

- stop work on the Services
- deal with UIIC Material as directed by UIIC; and
- return all UIIC's Confidential Information to UIIC

Termination

Termination for Default

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

- If the Bidder/Bidder fails to deliver any or all of the services within the time period(s) specified in the contract, or any extension thereof granted by UIIC, OR
- If the Bidder/Bidder fails to perform any other obligation(s) under the contract and fails to remedy the same within 30 days of notice.
- The progress made by the selected Bidder/Bidder is found to be unsatisfactory and fails to remedy the same within 30 days of notice.
- UIIC reserves the right to recover any dues payable by the Bidder/Bidder from any amount outstanding to the credit of the Bidder/Bidder, including the pending bills and security deposit, if any, under this contract or any other contract/order.
- In the event UIIC terminates 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, services similar to those undelivered. However, the Bidder/Bidder shall continue performance of the contract to the extent not terminated. UIIC shall pay Bidder/Bidder for services performed till effective date of termination.

Termination for Insolvency

UIIC may terminate the agreement without notice and without compensation, if the Bidder/Bidder becomes bankrupt or otherwise admitted into Corporate Insolvency Liquidation Process provided that

such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to UIIC.

Termination for Convenience

UIIC may send by 30 calendar days' written notice to the Bidder/Bidder to terminate the contract, in whole or in part at any time at its 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. In the event of the Bidder/Bidder terminating this agreement, the Bidder/Bidder may send by 90 calendar day's written notice to UIIC to 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.

Force Majeure

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

Survival

The following clauses survive the termination and expiry of the contract:

- Clause Intellectual Property Rights;
- Clause Indemnity;
- Clause Insurance;
- Clause Non-disclosure;
- Clause Protection of personal information;
- Clause IT & IS Guidelines;
- Clause Right to Audit;

Protection of personal information

- This clause applies only where the Bidder deals with personal information when, and for the purpose of, providing Services under the contract.
- The Bidder acknowledges that it will use or disclose personal information obtained during the course of providing Services under the contract, only for the purposes of the contract. Kindly refer Non-Disclosure Agreement (Annexure 21).

Insurance

Obligation to maintain insurance:

- In connection with the provision of the Services, the Bidder must have and maintain for the Contract Period, valid and enforceable insurance policies for: public liability, cyber liability; either

professional indemnity or errors and omissions; workers' compensation as required by law.

Price

- The bidders should quote only the base price. All applicable taxes will be paid as actuals. The price covers all expenses, such as labour cost, ex-factory price per unit, packing, forwarding, freight, transit insurance, Excise duty, road permit charges, other duties, if any, including state levy, delivery, installation, commissioning and testing charges.
- There shall be no escalation in the prices once the prices are fixed and agreed to by the UIIC and the Bidder/Bidder. But any benefit arising out of any subsequent reduction in the prices due to reduction in duty & taxes, should be passed on to the Purchaser /UIIC. All the items should be quoted in INR (Indian Rupees) only.

Use of Contract document and Information

- The Bidder/Bidder shall not, without UIIC's prior written consent, disclose the contract or any provision thereof, or any specification, design, drawing, pattern, sample or information furnished by or on behalf of UIIC in connection therewith, to any person other than a person employed by the Bidder/Bidder in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- The Bidder/Bidder shall not without UIIC's prior written consent, make use of any document or information forming a part of this tender except for purpose of performing the contract.
- Any document forming a part of the tender, other than the contract itself, shall remain the property of UIIC.

Indemnity

- Subject to Clause (b) below, Bidder/Bidder (the "Indemnifying Party") undertakes to indemnify UIIC (the "Indemnified Party") from and against all losses on account of bodily injury, death or damage to tangible personal property to any person, corporation or other entity (including the Indemnified Party) due to the Indemnifying Party's negligence, Fraud, Gross negligence or willful default in performance or non-performance under this Agreement. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third-party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or Indian patents of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Indemnified Party.

(A)The Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by -

- Indemnified Party's misuse or modification of the Service;
- Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party;
- Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party.
- Indemnified Party's distribution, marketing or use for the benefit of third parties of the Service; or
- information, direction, specification or materials provided by Indemnified Party, or any third party contracted to it. If any Service is or likely to be held to be infringing, Indemnifying Party shall at its expense and option (1) procure the right for Indemnified Party to continue using it, (2) replace it with a non-infringing equivalent, (3) modify it to make it non-infringing. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.

(B)The indemnities set out in Clause (a) shall be subject to the following conditions:

- The Indemnified Party as promptly as practicable, informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
- the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to

all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense;

- iii. If the Indemnifying Party does not assume full control over the Defense of a claim as provided in this Article, the Indemnifying Party may participate in such Defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;
 - iv. The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
 - v. All settlements of claims subject to indemnification under this Clause will:
 - vi. Be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and (b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
 - vii. The Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favor of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
 - viii. The Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
 - ix. In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and
 - x. If a Party makes a claim under the indemnity set out under Clause 1.11(A) above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).
- The Bidder/Bidder shall also indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights or any other Intellectual Property Rights, arising from the use of the service or any part thereof (IPR).
 - Note-The liability arise out of this clause shall exclude liability from the section "Limitation of Liability".

Limitation of Liability

- Limitation shall not apply to liability arising as a result of Bidder/Bidder's fraud, gross negligence, or willful misconduct in the performance of the services hereunder.
- The liability of Bidder/Bidder (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event exceed one time the total contract value payable under this Agreement. The liability cap given under this Clause shall not be applicable to the liability arising out of indemnification obligations set out above.
- Limitation of liability is only with respect with the Bidder/Bidder's liability towards procuring entity and limitation shall not apply with respect to Bidder/Bidder's liability towards third parties.
- In no event shall either party be liable for any consequential, incidental, indirect, special, or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) even if it has been advised of their possible existence.

Unlimited Liability

- The bidder's aggregate liability in connection with obligations, undertaken as a part of this project regardless of the form or nature of the action giving rise to such liability, shall be limited to the Total Cost of Ownership (TCO) of the project. The bidder's liability in case of third-party claims against

the UIIC resulting from breach of confidentiality, Willful Misconduct, or Gross Negligence of the bidder, its employees, and subcontractors or third-party claims resulting from infringement of patents, trademarks, copyrights, or such other Intellectual Property Rights shall be unlimited.

Professional Liability

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

Amendments to this RFP

- Amendments to the RFP may be issued by UIIC during the RFP process as required. Amendments to RFP so made shall be deemed to form an integral part of the RFP.

Contract Amendment

- No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties.

Format and Signing the Proposals Submitted

- The original and all copies of bid proposal submitted by the participant(s) shall be typed or printed in a clear typeface. An accompanying letter is required, signed by an authorized signatory of the participant(s), committing the participant(s) to the contents of the original response. All pages in the bid should be authenticated by a duly authorized signatory of the participant(s) under seal.

Participant(s) indication of Authorization to Bid

- Responses submitted by participant(s) to this RFP represent a firm offer to contract on the terms and conditions described in the participant(s) response. The proposal must be signed by an official authorized to commit the participant(s) to the terms and conditions of the proposal. The signatory should have the authority to sign the documents.

Language of the Proposals

- All bids and supporting documentation shall be submitted in English.
- The agreement shall be written in English, as specified by UIIC in the instructions to Bidder/Bidder's subject to Section <> of the RFP. all correspondence and documents relating to the contract and exchanged by the Bidder/Bidder and UIIC, shall be written in English.
- Any printed literature furnished by the Bidder/Bidder may be written in another language as long as the same is accompanied by an English translation in which case, for the purposes of interpretation of the contract, the English version shall prevail.

Completeness of the Proposals

- The participant's proposal is subject to an evaluation process. Therefore, it is important that the participant(s) carefully prepares the proposal and answers questionnaire completely. The quality of the participant(s) proposal will be viewed as an indicator of the participant(s) capability to provide the solution and participant(s) interest in the project. The participant(s) is required to respond to the RFP only in the prescribed format. Under no circumstances, should the format be changed, altered and modified. All pages including all supporting documents in the bid should be authenticated by a duly authorized signatory of the Participant(s) under seal.

Acceptance or Rejection of the Proposals

- UIIC reserves the right to accept or reject any bid at its sole discretion without assigning any reason whatsoever and the decision of UIIC will be treated as final. The RFP responses/bids/proposals not submitted in the prescribed format or incomplete in any sense are likely to be rejected.

RFP Ownership

- The RFP and all supporting documentation/templates/annexure are the sole property of UIIC and

violation of this will be a breach of trust and UIIC would be free to initiate any action deemed appropriate. The bids submitted by the Participants shall be the property of UIIC.

Preference to “Make in India”

- In the tendering process, UIIC will follow the guidelines on Public Procurement (Preference to Make in India), Order 2017 (PPP-MII Order) issued by GOI, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion Letter No. P45021/2/s2017(BE-II) dated May 29, 2019, revised on 04-06-2020, further revised on 19-07-2024.

Salient features of the order are given below:

- ‘Class-I Local supplier’ means a supplier or service provider, whose products or service offered for procurement, has local content equal to or more than 50%, as defined in the above-mentioned order.
- Class-II Local supplier’ means a supplier or service provider, whose product or service offered for procurement, has local content more than 20% but less than 50%, as defined in this order.
- ‘Non-Local supplier’ means a supplier or service provider, whose product or service offered for procurement, has local content less than or equal to 20%, as defined in this order.
- ‘Local content’ means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic Indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- ‘Margin of purchase preference’ means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.

Certificate of local Content: Bidder should provide a Certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, on their letter head with Registration Number with seal as per Annexure 20.

Conflict of Interest

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

Arbitration Clause

- UIIC and the Bidder/Bidder shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute, arising between them under or in connection with the contract.
- If, after thirty (30) days from the commencement of such informal negotiations, UIIC and the Bidder/Bidder have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism specified below.
- In the case of a dispute or difference arising between UIIC and the Bidder/Bidder relating to any matter arising out of or connected with this contract, such dispute or difference shall be referred to a sole arbitrator mutually appointed by the parties. In case sole arbitrator is not agreed by both the parties, then guidelines provided in Arbitration and Conciliation Act, 1996 will be followed.
- The Arbitration and Conciliation Act, 1996, the rules there under and any statutory modification or re-enactments thereof, shall apply to the arbitration proceedings. The seat of arbitration shall be Chennai.
- The contract shall be interpreted in accordance with the Indian Laws for the time being enforced and will be subject to the exclusive jurisdiction of Courts at Chennai (with the exclusion of all other Courts).

Sub-Contract

- The Bidder is responsible for all work performed in this RFP. If a bidder intends to subcontract a portion of the work, the bidder must disclose that intent in the RFP Response. UIIC reserves the right to review subcontractor qualifications.
- In the event of subcontracting, following are the responsibilities of the Bidder, also called as System Integrator:
 1. The bidder will have the sole responsibility of delivering the products and services as mentioned in this RFP
 2. The bidder must declare the names of subcontracting parties along with the scope of subcontracted part from the RFP scope. The bidder cannot change the list of subcontractors later without the consent of UIIC and any change would lead to disqualification of bid.
 3. The bidder is responsible for delivering the overall integrated solution as mentioned in this RFP.
 4. The bidder is responsible to manage the subcontractors and meet the timelines and SLAs as defined in the RFP.
 5. The contract will be executed by the SI and all the payments will be made to the SI only
 6. The Bidder is responsible to manage the contracts of the subcontractors and ensure compliance of the terms, conditions and clauses as mentioned in the RFP
 7. The bidder should own the implementation of scope of work defined in RFP

Cost of the Proposal

- All costs relating to preparation, submission of its proposal, attending the clarification sessions and bid opening as well as arranging for the Technical Presentation, cost of POC will be borne by the participant and UIIC will not be responsible or liable, in any way, for any such costs, regardless of the conduct or outcome of the process.

Intellectual Property Rights

Rights in Bidder's Pre-existing IPR

- There shall be no assignment or transfer of any Bidder's pre-existing IPRs (including any amendments, modifications, or enhancements thereto) pursuant to this Agreement.

UIIC ownership of Intellectual Property Rights in RFP

- Within the scope of the RFP, it is stipulated and understood that UIIC will be sole proprietorship of all intellectual property entitlements associated with any logic, design, software, and/or systems

meticulously customized for utilization within the scope of work of UIIC, including any reproductions of the design solutions.

- It is binding upon the bidder to guarantee the utmost safeguarding of UIIC's interests and to hold UIIC harmless against any legal repercussions, claims, or third-party liabilities brought forth by any external parties because of utilizing software, designs, or processes furnished by the bidder.

Solicitation of Employees

- Participant(s) will not hire employees of UIIC or solicit or accept solicitation (either directly, indirectly, or through a third party) from employees of UIIC 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.

Liquidated Damages

- If the Bidder/Bidder fails to deliver and install the Solution or to perform the services within the time period(s) specified in the contract, UIIC shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 1% of the contract price of the corresponding stage as in TCO for every week (seven days) or part thereof of delay, up to maximum deduction of 10% of the contract price of the stage. Once the maximum is reached, UIIC may have the sole option to termination of the contract.
- The liquidated damage is an estimate of the loss or damage that UIIC may have suffered due to non-performance of any of the obligations (under the terms and conditions) or delay in performance during the contract relating to activities agreed to be undertaken by the Bidder/Bidder and the Bidder/Bidder agrees to dispense with the production of actual proof for any loss suffered by UIIC.
- Liquidated damages are not applicable for reasons attributable to UIIC and Force Majeure. However, it is the responsibility/onus of the Bidder/Bidder to prove that the delay is attributed to UIIC and Force Majeure. The Bidder/Bidder shall submit the proof authenticated by the Bidder/Bidder and UIIC's official that the delay is attributed to UIIC and Force Majeure along with the bills requesting payment.

NOTE: The maximum deduction at any point during the project should not surpass 10% of the total contract value.

Assignment

- The bidder/bidder shall not assign, in whole or in part, his obligations to perform under the contract, to any other party or persons except with UIIC's prior written consent.

Payment Terms

- The term of the contract will be for 60 months. The Bidder/Bidder must accept the payment terms and conditions as mentioned in the RFP document.

Currency of Payments

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

Security Deposit/ Performance Bank Guarantee

- The successful bidder will have to furnish a security deposit Within 15 days of the receipt of Letter of Intent from UIIC to the tune of 5% of the total contract value in the form of a Bank Guarantee for a period of 5 years & 3 months obtained from a nationalized/scheduled bank for proper fulfilment of the contract.
- UIIC shall provide the pro forma for performance security to the successful bidder.
- Failure of the bidder to comply with the requirement shall constitute sufficient grounds for the annulment of the award and blacklisted for further bidding of future tender/procurement process for 3 years.
- In case Bidder after appointment as System Integrator in UIIC refuses to participate or does not

participate or does not respond to the requests / RFPs sent by UIIC to them for submission of RFQs and execution of the awarded System Integrator jobs, UIIC may forfeit performance security.

Variation of Scope

- UIIC may at any time during the period of contract, by a written communication to the Bidder/Bidder shall Propose modifications within the general scope of the contract for the services provided by the Bidder/Bidder as long as the aforesaid modifications have no impact on commercials and are mutually agreed by both parties.

Notices

- Any notice by one party to the other pursuant to the contract shall be sent in writing or e-mail and confirmed in writing to the address specified for that purpose in the contract.
- A notice shall be effective when delivered or on the notice's effective date, whichever is later.

Non-Disclosure

- Participant(s) should adhere to non-Disclosure agreement guidelines as described in Annexure 21.

Tools and Equipment

- The Bidder/Bidder shall provide all necessary tools and equipment required for project management under the scope of the project.
- Whatever tools and equipment's as deemed fit by the Bidder/Bidder to ensure deliverables as per the RFP, need to be deployed by the Bidder/Bidder.

Supervision

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

Personnel

Use of Specified Personnel

- The Bidder will provide the Services or any part of the Services to which their particular experience relates, with the active involvement of, and using the skill of the Specified Personnel; and ensure that each of the Specified Personnel is aware of and complies with the Bidder's obligations in providing the Services.

If the Specified Personnel are not available

- Where one or more of the Specified Personnel is or will become unable or unwilling to be involved in providing the Services, the Bidder will notify UIIC immediately. The Bidder will:
 - ❖ If requested by UIIC, provide a replacement person of suitable ability and qualifications, having appropriate technical qualifications and experience equivalent or more than the replaced person, at no additional charge and at the earliest opportunity; and
 - ❖ Obtain UIIC's written consent prior to appointing any such replacement person.
 - ❖ Absence of the designated individual on scheduled working days/shifts except on public holidays specified by UIIC, will incur penalty on per day basis.
 - ❖ If a deployed resource in this project resigns from the organization, the bidder must promptly inform the UIIC SPOC about the resource's notice period, ensuring the departing resource facilitates a thorough transition and knowledge transfer to their replacement, including all necessary documentation.

UIIC may request replacement of Personnel

- UIIC may at any time request the Bidder to remove from work any of the Specified Personnel. The

Bidder must promptly arrange for the removal of such Personnel and their replacement in accordance with the process outlined.

Publicity

- Any publicity including but limited to promotions, advertising etc. by the Bidder/Bidder in which the name of UIIC is to be used, should be done only with the explicit written permission from UIIC.

IT & IS Guidelines

- Bidder & OEM both should adhere to Information Technology & Information Security guidelines.

Entire Agreement

- The parties agree that the agreement along with the RFP, pre-bid queries and any other document and correspondences between the parties prior to the entering of the agreement shall form an integral part and parcel of the agreement and all clauses of this agreement including the arbitration clause contained herein shall apply to those documents.

Performance Assessment

Assessment of Services

- ❖ Each element of the Services is subject to assessment by UIIC or any other party nominated by UIIC against the relevant Performance Criteria.

Notice of non-compliant Services

- ❖ If UIIC considers that all or part of the Services does not meet the specifications, UIIC will notify the Bidder within 21 Business Days of assessing the Services against the specifications.
- ❖ UIIC will include reasons for the Services not meeting the specifications in the notice as given above.

Rectification of non-compliant Services

If UIIC notifies the Bidder that all or part of the Services does not meet the Performance Criteria, the Bidder will:

- ❖ Take all necessary steps to ensure that the Services are promptly corrected.
- ❖ Give notice to UIIC when the Services have been corrected; and
- ❖ Allow UIIC / any other party nominated by UIIC, to repeat the assessment of all or part of the Services against the specifications, within five Business Days after the date of the notice or such other time as agreed mutually.

Service Location

- Obligation to provide Services: The bidder offers to provide the Services at any location in India as may be required by UIIC.

General obligations of the parties

- The Selected bidder will, at all times:
 - ❖ Act reasonably in performing its obligations;
 - ❖ Diligently perform their respective obligations; and
 - ❖ Work together with UIIC in a collaborative manner.

Obligations of the selected bidder

- The Bidder will supply the Services:
 - ❖ With due skill and care and to the best of the Bidder 's knowledge and experience;

- ❖ In accordance with relevant Indian industry standards, good industry practice and guidelines or where none apply, relevant international industry standards, best practice and guidelines;
- ❖ Using the Specified Personnel;
- Bidder should comply with all the regulatory laws;
- The Bidder will be obliged to work closely with UIIC's staff, act within its own authority and abide by directives issued by UIIC and undertake implementation activities.
- The Bidder will abide by the job safety measures prevalent in India and will free UIIC from all demands or responsibilities arising from accidents or loss of life the cause of which is the Bidder's negligence. The Bidder will pay all indemnities arising from such incidents and will not hold UIIC responsible or obligated.
- The Bidder will be responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.
- In accordance with any reasonable directions in relation to the Services given by UIIC from time to time.
- So as to meet the Milestones and other project plan requirements, and where no Milestones or project plan requirements are specified, promptly and without delay.

Warranties

The Bidder will have to represent and warrant that:

- It has the right to enter into the Contract resulting this RFP;
- It has all rights, title, licenses, interests and property necessary to lawfully perform the Services;
- Its Personnel, including its Specified Personnel, have the necessary experience, skill, knowledge and competence to perform the Services;
- The Services will be complete, accurate and free from material faults; and
- It will not, nor will allow any third party under its direction or control to negligently introduce any Harmful Code into UIIC's systems or Deliverables.

Cyber Liability

- The Bidder shall ensure its compliance with all statutory, regulatory, contractual, and internal policy obligations applicable to this RFP. Examples include but are not limited to INFORMATION TECHNOLOGY ACT, 2000, Information Technology (Amendment) Act, 2008, Regulations under Information Technology Act, IRDAI Cyber Security guidelines. Bidder shall timely update its processes as applicable standards evolve.

Land Border Restriction

- UIIC shall follow the public procurement guidelines as stipulated in Order ref: 6/18/2019-PPD Dated 23.07.2020 from Department of Expenditure, Ministry of Finance- Restrictions under Rule 144 (xi) of General Financial Rules 2022. Bidders have to submit a self-declaration for land border clause in the form of Annexure -18 which shall form a part of eligibility criteria specified in this RFP.

MSME Waiver

- If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder may be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of

the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

- Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the financial year.
- Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also, this is not going to be used as criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Startup India

- The condition of prior turnover and prior experience may be relaxed for Startups (Rule 173 (i) of GFR 2017) (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality & technical specifications and making suitable provisions in the bidding document. The quality and technical parameters are not to be diluted. As defined by Department of Policy & Promotion (DIPP) an entity shall be considered as a 'start-up'-
 - ❖ Up to ten years from the date of its incorporation/ registration.
 - ❖ If its turnover for any of the financial years has not exceeded Rs 100 (Rupees Hundred) crore
 - ❖ It is working towards innovation, development or improvement of products or processes or services, or if it is a scalable business model with a high potential of employment generation or wealth creation
 - ❖ Provided further that in order to obtain benefits a Startup so identified under the above definition shall be required to be recognized as Startup by DPIIT9.
 - ❖ As per Department of Expenditure's OM No.F.20/2/2014-PPD dated 20.09.2016, relaxation regarding the prior turnover and prior experience is applicable only to all startups recognized by Department of Industry & Internal Trade (DPIIT) subject to meeting of quality and technical specifications. Startups may be MSMEs or otherwise.

Reverse Auction

- UIIC will follow the reverse auction process through GeM Portal for determination of L1 bidder for the tender
- UIIC will follow the guidelines as defined in General Terms and Conditions on GeM 4.0 or latest under Rule 144 (xiii) of General Financial Rules 2022.

Right to Audit

- Upon notice from UIIC, Bidder shall provide records for inspection and assist UIIC, or its designated third-party contractor, and/ or IRDA and/ or its auditors, if required and advised by UIIC to Bidder, with access to and any assistance (including financial records, reports and supporting documentation) that they may require with respect to the Service Locations and the Bidder Systems for the purpose of performing audits or inspections of the Services.

Normalization of Bids

- UIIC may, at its sole discretion, decide to seek more information from the respondent in order to normalize the proposals. However, respondents will be notified, if such normalization exercise is resorted to.
- Normalization will be done to the extent possible and feasible to ensure that bidders are meeting the requirements of the RFP to the extent possible and that the interest of UIIC is protected.
- UIIC reserves the right to normalize any or all of the technical bids. If such normalization has a

bearing on the price; UIIC may at its discretion, ask the bidders eligible for technical evaluation to submit the technical and commercial bids once again for scrutiny. The submissions can be requested by UIIC in the following two manners:

- ❖ Incremental technical bid and / or incremental price submissions in part of the requested clarifications by UIIC
 - OR
 - ❖ Revised technical and / or price submissions of the part or whole bid.
- The process of normalization may be iterative till such time UIIC is satisfied with the response of the bidders.
 - The bidder by participating in this RFP agrees to the normalization process being followed and adopted by UIIC and has no reservation on the process adopted.
 - In the event the bidder has any query on the normalization process the same may be raised by the bidder as part of the pre-bid queries.

Basis for evaluation

- The basis of overall evaluation will be on a least cost-based selection with Reverse auction

Access to UIIC's premises

- UIIC will provide the necessary access, to its premises, to the bidder as and when required and is deemed reasonable.

Conduct at UIIC's premises.

- The Selected bidder will, if using or accessing UIIC 's premises or facilities, comply with all reasonable directions and procedures relating to occupational health and safety and security in operation at those premises or facilities whether specifically drawn to the attention of the Bidder or as might reasonably be inferred from the circumstances.

Miscellaneous

Varying the contract

- The contract may be varied only in writing signed by each party.

Approvals and consents

- Except where the contract expressly states otherwise, a party may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under the contract.

Assignment and novation

- A party may only assign its rights or novate its rights and obligations under the contract with the prior written consent of the other party.

Further action

- Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to the contract and any transaction contemplated by it.

Waiver

- Waiver of any provision of or right under the contract:
 - a. must be in writing signed by the party entitled to the benefit of that provision or right; and
 - b. is effective only to the extent set out in any written waiver agreed by the other party.

Relationship

- The parties must not represent themselves, and must ensure that their officers, employees, and agents do not represent themselves, as being an officer, employee, partner or agent of the other party, or as otherwise able to bind or represent the other party.
- The contract does not create a relationship of employment, agency or partnership between the parties.

Announcements

- The Bidder must, before making a public announcement in connection with the contract or any

transaction contemplated by it, obtain UIIC's written agreement to the announcement.

- If the Bidder is required by law or a regulatory body to make a public announcement in connection with the contract or any transaction contemplated by the contract the Bidder must, to the extent practicable, first consult with and consider the reasonable requirements of UIIC.

Integrity pact

- To ensure transparency, equity, and competitiveness and in compliance with the CVC guidelines, this tender shall be covered under the Integrity Pact (IP) policy of UIIC. The pact essentially envisages an agreement between the prospective bidders/vendors and UIIC committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. The format of the agreement is enclosed in Annexure 14 – Integrity Pact.
- Signing of the IP with UIIC would be one of the preliminary qualification for further evaluation. In other words, entering into this pact would be one of the preliminary qualification for this tender and the pact shall be effective from the stage of invitation of bids till the complete execution of the contract. Any vendor/bidder not signed the document or refusing to sign shall be disqualified in the bidding process.
- The Integrity Pact envisages a panel of Independent External Monitors (IEMs) to review independently and objectively, whether and to what extent parties have complied with their obligation under the pact. The IEM has the right to access to all the project documents. document Shri Dharam Chand Jain, IPS (Retd.) and Shri Vijay Sharma, IRSE (Retd.) shall be acting as the IEM for this contract/Tender. However, UIIC at its sole discretion reserves the right to change/name another IEM, which shall be notified latter.

IEM Details:

Shri Dharam Chand Jain, IPS (Retd.)	Shri Vijay Sharma, IRSE (Retd.)
4F, Type-VII, Tower-6, East Kidwai Nagar, New Delhi – 110023.	Flat no.9112, Parx Laureate, Sector 108, Noida, Uttar Pradesh, 201304.

Vendor Risk Assessment

- The TSP shall implement processes and controls to ensure that risks associated with third-parties (e.g. bidders, contractors, business partners, etc.) providing information technology equipment, software, and/or services are minimized or avoided. Third party management processes and controls shall include, at a minimum:
 - i. Tailored acquisition strategies, contracting tools, and procurement methods for the purchase of systems, system components, or system service from suppliers;
 - ii. Due diligence security reviews of suppliers and third parties with access to the Vendor's {TSP's} systems and sensitive information;
 - iii. Third party interconnection security; and
 - iv. Independent testing and security assessments of supplier technologies and supplier organizations.
- Note- Vendor risk assessment should be carried out as per regulatory requirements.

6 ELIGIBILITY CRITERIA FOR BIDDERS

SL No	Eligibility Criteria as per Bidders	Documentary Proof
1	<p>The Bidder & OEM both should be registered as a company in India as per Companies Act, 1956 and should have been in operation for a period of at least 10 years as on date of RFP.</p> <p>MSE & Startups:</p> <p>The Bidder & OEM both should be registered as a company in India as per Companies Act, 1956 and should have been in operation for a period of at least 5 years as on date of RFP.</p>	The Certificate of Incorporation issued by the Registrar of Companies to be submitted. PAN & GST Details
2	The Bidder should be original equipment manufacturer (OEM) for UPS or premium partner/Authorized reseller of the UPS in India. The Bidder must be in position to provide Warranty support / Replacement Maintenance during the period of contract with UIIC.	Bidder, be it OEM or premium partner / Authorized reseller, to submit a Letter of Authorization / Manufacturer Authorization from UPS OEM as per Annexure 19
3	<p>The Bidder & OEM both should have an Average Annual Turnover of Rs. 30 Crores (Rupees Thirty Crore only) in the last three financial years (FY 2022- 23, 2023-24 and 2024-25) and this is not inclusive of the turnover of associate companies as per the audited accounts. Financial year shall mean an accounting period of 12 months. Figures for an accounting period exceeding 12 months will not be acceptable. Annual reports of FY 2022-23, 2023-24 and 2024-25 should be attached.</p> <p>MSE & Startups:</p> <p>The Bidder & OEM both should have an Average Annual Turnover of Rs. 20 Crores (Rupees Twenty Crore only) in the last three financial years (FY 2022- 23, 2023-24 and 2024-25) and this is not inclusive of the turnover of associate companies as per the audited accounts. Financial year shall mean an accounting period of 12 months. Figures for an accounting period exceeding 12 months will not be acceptable. Annual reports of FY 2022-23, 2023-24 and 2024-25 should be attached.</p>	Audited financial statements / Certificate from Auditor
4	The Bidder & OEM both should have registered positive net profit (after tax) in at least one years in the last three Financial Years (FY 2022-23 to FY 24-25). Financial year shall mean an accounting period of 12 months. Figures for an accounting period exceeding 12 months will not be acceptable.	Audited financial statements / Certificate from Auditor
5	The Bidder & OEM both Should have independently executed at least one single order / multiple orders arising out of one tender for Supply, Installation, Testing, Commissioning & Maintenance of UPS with or without Batteries in the BFSI (Banking and Financial Services Industry)/PSU/ Government organizations with value not	Purchase order copy along with successful completion certificate from the buyer should be submitted

	<p>less than Rupees Eight Crore (excl of taxes) during the last three financial years (FY22-23,23-24 & 24-25)</p> <p>MSE & Startups:</p> <p>The Bidder & OEM both Should have independently executed at least one single order / multiple orders arising out of one tender for Supply, Installation, Testing, Commissioning & Maintenance of UPS with or without Batteries in the BFSI (Banking and Financial Services Industry)/PSU/ Government organizations with value not less than Rupees Six Crore (excl of taxes) during the last three financial years (FY22-23,23-24 & 24-25)</p>	
6	<p>The Bidder & OEM both should have independently executed at least one order, or multiple orders arising from a single tender, during the last three financial years (FY 2022-23, 2023-24, and 2024-25) for supply, installation, testing, commissioning, and maintenance of UPS across at least 20 states in India</p> <p>MSE & Startups:</p> <p>The Bidder & OEM both should have independently executed at least one order, or multiple orders arising from a single tender, during the last three financial years (FY 2022-23, 2023-24, and 2024-25) for supply, installation, testing, commissioning, and maintenance of UPS across at least 15 states in India</p>	Purchase order copy along with successful completion certificate from the buyer should be submitted
7	<p>The OEM should have countrywide support service facilities (Owned) in atleast 25 locations in Metro/City/Town where UIIC has its Regional Offices (Regional Office details as per Annexure)</p> <p>MSE & Startups:</p> <p>The OEM should have countrywide support service facilities (Owned) in atleast 15 locations in Metro/City/Town where UIIC has its Regional Offices (Regional Office details as per Annexure)</p>	The OEM must submit Annexure 5 along with Supporting documents evidencing the operational status of the service centre(s), valid GST registration certificates for all locations. The service centre should remain currently operational. UIIC reserves the right to conduct a physical inspection with or without prior notice, at any time and to reject the bid or blacklist the bidder in case of noncompliance & misrepresentation.
8	<p>The Bidder/OEM should have countrywide support service facilities (Owned/OEM authorized Franchise) at least in 200 different locations (District) in india (It may be noted that if a Bidder is having more than one service centre in a location, the same shall be treated as one location only).</p> <p>MSE & Startups:</p>	The bidder must submit Annexure 5 along with Supporting documents evidencing the operational status of the service centre(s), valid GST registration certificates for all locations showing the bidder's address, and a current tie-up agreement

	The Bidder/OEM should have countrywide support service facilities (Owned/OEM authorized Franchise) at least in 200 different locations (District) in India (It may be noted that if a Bidder is having more than one service centre in a location, the same shall be treated as one location only).	(as on the date of RFP) with authorized franchise. The service centre should remain currently operational. UIIC reserves the right to conduct a physical inspection with or without prior notice, at any time and to reject the bid or blacklist the bidder in case of noncompliance & misrepresentation.
9	The Bidder & OEM should not have been blacklisted by any Central Government/State Government / PSU / Banking / Insurance company in the last 5 (FIVE) years as on the date of bid submission	Self-declaration as per Annexure 8
10	Certification: The Bidder & OEM should have the following Certifications or their higher version i. ISO 9001:2015 Quality Certification (Both Bidder & OEM) ii. ISO 14001: 2015 Certification (Both Bidder & OEM) iii ISO 45001:2018 Occupational Health & Safety Management System (Both Bidder & OEM) iv ISO/IEC 27001:2022 – Information Security Management (Both Bidder & OEM)	Copies of those certifications. The submitted certificates must be valid as on the date of bid submission. Expired certificates shall not be considered for evaluation.
11	The Bidder & OEM both not be from a country which shares a land border with India or, if from such a country, should be registered with the Competent Authority	Undertaking of Land Border Clause signed by bidder and OEM in the format given in Annexure-16
12	The Bidder & OEM both should submit a certificate issued by their company secretary or any other competent authority, certifying that all the UPS components & its parts used were original & New and that no refurbished/duplicate/second hand components/parts/assembly were being used or would be used.	Bidder & OEM to submit the certificate as per format provided in Annexure 6 of the RFP.
13	The Bidder & OEM both should submit a letter of undertaking stating to agree to abide by all the terms and conditions stipulated by UIIC in the RFP including all annexure, addendum and corrigendum for the supply, installation, testing, commissioning & maintenance of UPS at UIIC offices located across the Country based on the requirements, specifications, terms and conditions laid down in this Request for Proposal (RFP). Bidder to submit the letter as per format provided in Annexure 7 of the RFP.	Bidder & OEM to submit the letter as per format provided in Annexure 7 of the RFP.
14	EMD	Bidder has to submit the proof at the time of submitting the tender documents. Bank Guarantee for EMD should be as per Annexure 13

15	Non-disclosure agreement	Bidder has to submit the document as Per Annexure 17.
16	The Authorized Signatory of the Bidder signing the bid documents must be duly empowered to do so. Proof in the form of a Power of Attorney or an authorization letter signed by a Director or Company Secretary shall be submitted along with the bid. Proof of Power of Attorney of the OEM.	Documents to be submitted
17	Copy of this RFP duly signed and stamped / digitally signed as token of acceptance of all the terms and conditions of this tender.	Documents to be submitted
18	Compliance Statement for the prescribed technical specifications as per Annexure 9	Documents to be submitted
19	Nil Deviation Statement	Documents to be submitted as per Annexure 10
20	Unpriced Bill of Material	Documents to be submitted as per Annexure 11
21	Offer Covering Letter	Documents to be submitted as per Annexure 2
22	Certificate of Local Content	Documents to be submitted as per Annexure 20
23	Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 10 years residual market life i.e., the offered product shall not be declared EOL or EOS by the OEM before this period.	Self-certification to be submitted along with the bid by the bidder and OEM.
24	The bidder & OEM Should not be under liquidation, Court receivership or similar proceedings should not be bankrupt.	Self-Declaration to be submitted
25	Product brochure for the Quoted model should be available in public domain and OEM website	Documents to be submitted & also the online URL
26	All Annexures and Supporting documents as required in the RFP must be submitted	Respective Proof Should be Submitted with page numbers
<p>Note: All the bidder must qualify all the above eligibility criteria, failing which UIIC will disqualify the bidder. All the documentary evidence submitted should be signed by the person(s) authorized to sign them.</p> <p>One OEM should be represented by only one Authorized Channel partner.</p>		

7. CONTRACT / AGREEMENT

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

8. WARRANTY AND ON-SITE MAINTENANCE

- The offer must include comprehensive on-site warranty of FIVE YEARS for the UPS system & TWO YEARS for Batteries from the date of successful installation and commissioning of the last UPS equipment
- The service engineer must visit the customer site and service the UPS, if needed Replace the defective non-working UPS with new one when the issue is reported. Onsite diagnosis is expected for all complaints raised by UIIC.
- Bidder shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of all equipment, accessories etc. covered by the offer. Bidder must warrant all equipment, accessories & spare parts against any manufacturing defects during the warranty period. During the warranty period bidder shall maintain the equipment and repair/replace all the defective components at the installed site, at no additional charge to the UIIC. (ie) The Bidder shall at his own cost rectify the defects/replace the items supplied, for defects identified during the period of agreement.
- During the warranty period, the company may relocate the Hardware from the Original location mentioned in the Purchase order / Agreement for supply to any other location across India and keep the bidder informed so that the bidder can continue to render services at the new location.
- Warranty should not become void if UIIC buys any other supplemental hardware from a third party and installs it with this equipment. However, the warranty will not apply to such hardware items installed.
- Warranty details should be submitted to UIIC both Hardcopy & Softcopy with the product serial number and delivery location. The Bidder is required to supply the original UPS Components & parts during the warranty period and not refurbished or white labelled items.
- Bidder should inform UIIC of the impending performance degradation indicators, and remedial measures suggested thereof well in advance so as to enable the purchaser to take corrective steps to avert the same as far as possible.
- The Bidder must do the quarterly preventive maintenance of the supplied items as per the SLA terms. Reports for the same should be submitted. Bidder should mention the list of jobs to be executed during the Preventive Maintenance while submitting the proposal.
- Any augmented part of the solution is also covered under warranty from respective date of installations till the expiry of the Service Level Agreement
- Warranty details should be reflected on the OEM Website/ Portal against the product serial number.
- Support level/Escalation Chart has to be provided to the UIIC
- Onsite warranty support during warranty period should be done by the OEM engineer. Subcontracting is not allowed.
- The bidder will be fully responsible for any damages to the owner's property and to the work under the contract during the execution of the work.
- The Bidder shall absorb any hidden cost arising out of situations, with respect to services and maintenance of the complete hardware, software and related solutions offered/ supplied by Bidder, which arises due to an act or omission of Bidder

9. INSPECTION AND TESTS

- The Purchaser or its representative shall have the right to inspect and /or to test the Goods to check their conformity to the Contract specifications at no extra cost to the purchaser. The successful bidder shall provide the necessary facilities for such inspection.
- The inspections and test may be conducted on the premises of the Supplier, at point of delivery and /or at the final destination. If conducted on the premises of the Supplier all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may

reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

- Pre-delivery / acceptance inspection will be carried out by the Purchaser through its staff / consultant at Bidder's factory / warehouse or at any other purchaser's site / location depending on the exigencies of the Purchaser. The Bidder shall keep ready the equipment's for inspection if the inspection is carried out at purchaser's site, the Bidder should provide all assistance including manpower. There shall not be any additional charges for such inspection. However, the purchaser will have the discretion to recover the costs related to travel and stay of its staff / consultants if the hardware offered for inspection is not as per the requirements of the Purchaser.
- Up to 20% of the total ordered quantity could be considered for inspection, however it is the prerogative of the purchaser to decide the final count for inspection. No additional time will be given for inspection, it is the responsibility of the bidder to arrange additional resources to complete the inspection in shortest duration.

10. INSURANCE

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

11. NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER

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

12. ROYALTIES AND PATENTS

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

13. DELIVERY, INSTALLATION & PENALTY

- The total approximate quantity of items as mentioned in Clause 17 of the RFP shall be delivered at various offices of the Company spread across the Country. The final list of offices and quantity to be supplied would be specified in the Purchase Order / Contract for supply to be entered into between the Company and the successful Tenderer.
- The delivery & installation period should be a maximum of Six weeks from the date of purchase order.
- In the event of delayed delivery & installation i.e. delivery & installation after the expiry i.e. four Weeks, the bidder shall be liable to pay a penalty at a percentage on the order value of the delayed hardware of a particular location, subject to a maximum of 10% of the Total contract value as detailed below.
 - ❖ 1% for the first week;
 - ❖ 2.5% for the second week; and
 - ❖ 5% for the third week
 - ❖ 10% for the fourth week & above.
- For the purpose of this clause, part of the week is considered as a full week.
- The bidder is responsible to deliver & install the UPS to UIIC official from Monday to Friday 10 AM to 5 PM. UIIC will share the Office in charges list and details to the L1 bidder. The bidder has to deliver the products to the office in charges and get his/her acknowledgement in the delivery challan along with the seal of UIIC.
- The bidder has to submit those signed delivery challans (Both Hardcopy & softcopy) to UIIC

- After the delivery is made, if it is discovered that the items supplied are not according to our specification, such supply would be rejected at the supplier's cost.
- The Purchaser reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Purchaser to the Supplier.
- During the warranty period, the bidder must respond to any issues or complaints within 24 hours (Monday to Friday). If replacement of parts is required, it must be completed within three working days. If the bidder fails to respond within the stipulated time or fails to replace defective UPS Components or Parts as per the above terms, penalty will be imposed based on the SLA.
- All the expenses involved in delivery, unloading etc. shall be borne by the bidder. All aspects of safe delivery shall be the exclusive responsibility of the bidder.
- Materials should be properly packed against any damage and insured up to the destination.
- If any equipment or part thereof is lost or rendered defective during the transit, the supplier shall immediately arrange for the replacement of damaged equipment or part thereof as the case may be at no extra cost.
- If the supply is delayed inordinately, UIIC can cancel the said purchase deal without any obligation on its part and the same shall be binding on the Bidder.

14. SCOPE OF WORK

- The Bidder must supply online UPS systems as per the technical specifications provided in this tender.
- All UPS systems must be brand new, ISO/CE/IEC certified, and compliant with Indian electrical standards & safety protocol.
- Moving, unloading & Positioning of UPS system along with necessary electrical, batteries and interconnections etc. Cabling between batteries to UPS system and between UPS system to the input power source and output power point. Necessary pre-commissioning, testing and load testings upon installation should be conducted by the successful bidder.
- The Bidder must supply all associated accessories, including batteries, battery racks, terminals, cables, connectors, and required mounting hardware for installation.
- UPS and batteries must be installed as per manufacturer guidelines and electrical safety standards.
- Proper ventilation, grounding, and cable management must be ensured.
- Proper earthing, labeling, and warning signage must be ensured at all installation sites.
- The Bidder must perform panel mounting, rack installation, and cable termination.
- UPS units and batteries must have a comprehensive warranty for the period specified in the tender. i.e. 5 Years for UPS from the last UPS Installed & 2 years for Batteries from the last UPS installed.
- During the warranty period the bidder is responsible for all repairs, software updates, and replacement of defective parts at no extra cost.
- The Bidder must do the quarterly preventive maintenance of the supplied items during the warranty period to ensure the system is in good working order. This includes cleaning, inspecting connections, checking battery health, and testing all operational modes. Reports for the same should be submitted. Bidder should mention the list of jobs to be executed during the Preventive Maintenance while submitting the proposal.
- Bidder should ensure that the quoted UPS systems are compatible with both SMF & Lithium-ion rechargeable batteries. (NABL Test report should confirm the compatibility)
- Before supplying the UPS, the bidder should take prior approval for make / type of batteries from the UIIC. Spill proof, Sealed Lead Acid Maintenance Free Batteries shall not be more than three months old during supply of UPS.
- Maximum response time for service calls must be 24 hours on-site.
- The bidder must provide timely support, often 24/7, for any breakdowns. This includes having a technically sound engineer arrive on-site within a stipulated timeframe to troubleshoot and repair issues.
- The service engineer must visit the customer site and service/replace UPS & its part when the issue is reported. Onsite diagnosis is expected for all complaints raised by UIIC.
- Support level/Escalation Chart has to be provided to UIIC.

- Bidder must provide dedicated toll-Free Telephone No. for Service Support.
- The bidder should provide a single point contact person with cell/landline Numbers, email, full address etc. so that UIIC can address all queries regarding this RFP to the designated person.
- Before installation, the bidder is advised to visit UIIC sites to understand requirements and confirm the layout. Bidder may acquire necessary site knowledge and study the existing setup of components before responding to RFP.
- The work must be performed by qualified professionals and adhere to all relevant codes, regulations, and quality standards. Any damage caused during installation must be repaired by the bidder on their own expenses.
- Bidder should ensure safety of workers by providing helmet, safety belt, Electric gloves, goggles, proper earthing accessories etc. In case of poor safety practice come to notice, UIIC will have full authority to impose penalty on the bidder. In such cases the amount will be deducted from the future bill payments.
- Delivery of UPS should be carried out at UIIC's Head Office and various offices located across India. Bidders may refer to the UIIC Website for tentative delivery locations. The final list of delivery locations will be provided along with the Purchase Order.
- UIIC may relocate the UPS to any other location where a UIIC office exists at any time. The Bidder shall be bound to provide warranty and support services during the warranty period at all UIIC offices across India
- Any accessories or Peripherals required in order to meet requirements submitted by the UIIC in the RFP for the smooth functioning of the supplied hardware is to be quoted by the bidder. Even if any item, not mentioned in the Bid document, is inevitable for the installation of supplied hardware as per the requirements, the bidder is bound to supply the said item without any additional charges.
- Spares and support should be readily available during the warranty Period.
- All equipments, their installation, testing and commissioning shall conform to latest IS specifications and Indian standard code of practice for electrical wiring installation. It should also conform to electricity rules, directives of electrical inspectorate etc.
- A rating plate of weather proof material bearing the data specified in the appropriate place on UPS units and related equipments should be fixed.
- Bidder should maintain warehouses in respective regions to cater the spare part needs
- Bidder should provide spare UPS system in case of such requirement in a time period of maximum two days. Spare UPS should be of good working condition
- UPS should have life expectancy of at least 10 years
- UIIC reserves the right to involve third parties, application bidder etc., in the installation process, if it deems so and the bidder shall render all assistance for the same.
- If the bidder fails to deliver and/or install the equipment within the stipulated time Schedule or the extended date communicated by the UIIC, it will be a breach of Contract. The UIIC reserves the right to cancel the entire contract in all such cases of breach of contract by giving 15 days' notice. (le)The UIIC reserves its right to cancel the order in the event of delay in delivery/installation/commissioning of equipment.

15. SERVICE LEVEL AGREEMENT

- The bidder shall deliver 550 Nos. of UPS Units along with batteries as per the specifications defined in this RFP and shall provide a comprehensive warranty of Five (5) years for UPS & two years for Batteries from the date of installation of the last UPS.
- During the warranty period, the bidder must respond to any defective or faulty UPS or hardware issues or any other complaints within 24 hours (Monday to Friday). If a replacement of parts is required, it must be completed within Three (3) working days from the date of complaint. The replacement parts must be new and conform to the original specifications.
- Any Hardware that is reported to be down on a given date and if replacement of part is not received within 3 working days should be replaced by temporary substitute or Stand by UPS of the same model. The temporary substitute must be replaced with the original hardware within 1 month from the date of complaint. Failure to do so will result in a penalty of Rs ₹500 per hardware per day. The

total penalty will be subjected to a maximum of 10% of the Total contract value. The penalty may be recovered from any payable amount to the bidder or from the BG.

- Penalty applicable if a temporary substitute or Standby UPS is not provided within 3 working days.
- Penalty applicable if the call is not closed (temporary substitute is replaced with original hardware) within 1 month from the date of complaint.
- Repeated non-compliance shall be treated as a material breach of contract, and the Purchaser reserves the right to take appropriate action, including forfeiture of Performance Security and/or termination of contract.
- This SLA shall remain valid and enforceable for the entire warranty period of Five (5) years for UPS & Two (2) Years for Batteries.
- Working hours shall be considered as 10:00 hrs to 17:00 hrs on any working day.

16. PAYMENT TERMS

- No advance payment shall be made in any case.
- All payments will be made to the Bidder in Indian Rupees only.
- The payments will be made only after the completion of delivery & Installation of all the UPS Systems.
- The Bidder recognizes that all payments to the Bidder under this RFP and subsequent agreement are linked to and dependent on successful completion of delivery & Installation of the UPS as set out in the project plan and therefore any delay in achievement of such milestones / deliverables/ activities shall automatically result in delay of such corresponding payment.
- Any objection / dispute to the amounts invoiced in the bill shall be raised by UIIC within reasonable time from the date of receipt of the invoice.
- All out of pocket expenses, travelling, boarding and lodging expenses for the entire term of this RFP and subsequent agreement is included in the amounts and the Bidder shall not be entitled to charge any additional costs on account of any items or services or by way of any out-of-pocket expenses, including travel, boarding and lodging etc.
- The company also reserves the right to prescribe additional documents for release of payments and the bidder shall comply with the same.
- The bidder shall cover the entire scope of services mentioned and deliver all the 'deliverables' as mentioned under the scope of work.
- Efforts would be made to effect the payment within 45 days of submission of undisputed Invoices, Delivery challans along with all the required supporting documents.
- All bills in ORIGINAL along with delivery challan should be submitted at Head Office-IT Department for releasing payment.
- Bidder must submit the UIIC Regional office wise consolidated delivery challan details duly signed by the respective UIIC Officials.

S.No.	Activity/ Milestone	Payment to be released	Documents to be submitted by the bidder
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1.	Delivery	70%	Original invoice, delivery challan/ delivery proof duly signed by UIIC official. Both Hardcopy & Softcopy should be submitted.
2.	Installation	28%	Original invoice, Installation Report proof duly signed by UIIC official. Both Hardcopy & Softcopy should be submitted.
3.	After completion of UPS warranty Period	Balance 2% amount would be retained by UIIC and will be made at end of warranty period	Bidder has to provide details of the number of complaints received during the period and the number of replacements or stand by carried out. The Bidder shall submit a self-declaration, along with the complaint register maintained by UIIC and the corresponding service reports for all complaints attended. UIIC shall make the payment after deducting any penalties applicable as per the SLA

17. APPROXIMATE QUANTITY

ITEM	APPROXIMATE QUANTITY
1 KVA WITH BATTERIES	160
3 KVA WITH BATTERIES	270
5 KVA WITH BATTERIES	110
10 KVA WITH BATTERIES	10

- The quantity detailed above is an indicative quantity, Company reserves the right to increase/decrease the quantity mentioned above by 25% without any change in unit price during the tender validity period. Company reserves the right to place purchase order in various lots and repeat orders may also be placed, during the tender validity period (180 Days from the last date of tender submission. Offers with lesser validity period would be rejected)
- Company reserves the right to revise the quantities and delivery schedule, if necessary, during the tender validity period.

ANNEXURE 1 – MINIMUM TECHNICAL REQUIREMENTS FOR UPS

Capacity	1 KVA	3 KVA	5 KVA	10 KVA
Technology	PWM IGBT with Inbuilt Isolation Transformer	PWM IGBT with Inbuilt Isolation Transformer	PWM IGBT with Inbuilt Isolation Transformer	PWM IGBT with Inbuilt Isolation Transformer
	True Online Double conversion UPS	True Online Double conversion UPS	True Online Double conversion UPS	True Online Double conversion UPS
Switching Frequency	20 Khz or More	20 Khz or More	20 Khz or More	20 Khz or More
AC INPUT				
Nominal Voltage	220V AC / 230V AC	220V AC / 230V AC	220V AC / 230V AC	400V AC/415V AC
Operating Voltage Range	160V AC to 280V AC (100%load) , Single Phase 3 wire	160V AC to 280V AC (100%load) , Single Phase 3 wire	160V AC to 280V AC (100%load) , Single Phase 3 wire	300V AC to 470V AC (on 100% load) , Three Phase 4 wire
Operating Frequency Range	50 Hz \pm 0.5 Hz	50 Hz \pm 0.5 Hz	50 Hz \pm 0.5 Hz	50 Hz \pm 0.5 Hz
Power Factor	>0.99	>0.99	>0.99	>0.99
Nominal Voltage	220V AC / 230V AC	220V AC / 230V AC	220V AC / 230V AC	400V AC/415V AC
AC Output				
Voltage	230 V AC \pm 1%	230 V AC \pm 1%	230 V AC \pm 1%	230 V AC \pm 1%
Regulation	\pm 1%. Nominal for all of the following conditions	\pm 1%. Nominal for all of the following conditions	\pm 1%. Nominal for all of the following conditions	\pm 1%. Nominal for all of the following conditions
	a) No load to full load	a) No load to full load	a) No load to full load	a) No load to full load
	b) 0.8 lag or higher	b) 0.8 lag or higher	b) 0.8 lag or higher	b) 0.8 lag or higher
	c) Minimum to Maximum DC input voltage	c) Minimum to Maximum DC input voltage	c) Minimum to Maximum DC input voltage	c) Minimum to Maximum DC input voltage
Wave form	True Sine Wave	True Sine Wave	True Sine Wave	True Sine Wave
Output pf	0.8 output pf	0.8 output pf	0.8 output pf	0.8 output pf
Operating Frequency	50 Hz \pm 0.5 Hz mains synchronized	50 Hz \pm 0.5 Hz mains synchronized	50 Hz \pm 0.5 Hz mains synchronized	50 Hz \pm 0.5 Hz mains synchronized
Output Inverter	IGBT	IGBT	IGBT	IGBT
Rectifier	IGBT	IGBT	IGBT	IGBT
Current	As per the UPS System's rating at 0.8 p.f. load	As per the UPS System's rating at 0.8 p.f. load	As per the UPS System's rating at 0.8 p.f. load	As per the UPS System's rating at 0.8 p.f. load
Load Power Factor	0.8 lag	0.8 lag	0.8 lag	0.8 lag
Efficiency at full load	>90% at full load	>90% at full load	>90% at full load	>90% at full load

Total Harmonic distortion	Less than 3% (For Non-Linear Loads)	Less than 3% (For Non-Linear Loads)	Less than 3% (For Non-Linear Loads)	Less than 3% (For Non-Linear Loads)
Audible Noise	Less than 45 Db at 1 meter from the UPS	Less than 50 Db at 1 meter from the UPS	Less than 50 Db at 1 meter from the UPS	Less than 60 Db at 1 meter from the UPS
Transient Response	Less than 20 m sec	Less than 20 m sec	Less than 20 m sec	Less than 20 m sec
Transient Recovery	up to $\pm 1\%$ of nominal voltage within 20 ms	up to $\pm 1\%$ of nominal voltage within 20 ms	up to $\pm 1\%$ of nominal voltage within 20 ms	up to $\pm 1\%$ of nominal voltage within 20 ms
Overload	150% for 30 Seconds	150% for 30 Seconds	150% for 30 Seconds	150% for 30 Seconds
	125% of rated load for 5 minutes	125% of rated load for 5 minutes	125% of rated load for 5 minutes	125% of rated load for 5 minutes
	110% of rated load 10 minutes (Rating to be maintained during battery operation also)	110% of rated load 30 minutes (Rating to be maintained during battery operation also)	110% of rated load 30 minutes (Rating to be maintained during battery operation also)	110% of rated load 30 minutes (Rating to be maintained during battery operation also)
	During overload conditions or transfer events, no inverter waveform distortion shall be transferred to the load through the static bypass. The bypass output shall maintain clean, sinusoidal voltage at all times	During overload conditions or transfer events, no inverter waveform distortion shall be transferred to the load through the static bypass. The bypass output shall maintain clean, sinusoidal voltage at all times	During overload conditions or transfer events, no inverter waveform distortion shall be transferred to the load through the static bypass. The bypass output shall maintain clean, sinusoidal voltage at all times	During overload conditions or transfer events, no inverter waveform distortion shall be transferred to the load through the static bypass. The bypass output shall maintain clean, sinusoidal voltage at all times
Efficiency with Active Power Factor Correction	Inverter-90% and more	Inverter-90% and more	Inverter-90% and more	Inverter-90% and more
	Charger-90% and more	Charger-90% and more	Charger-90% and more	Charger-90% and more
	Overall-90% and more	Overall-90% and more	Overall-90% and more	Overall-90% and more
Ripple on DC	Less than 1%	Less than 1%	Less than 1%	Less than 1%
Crest Factor	Minimum 3:1	Minimum 3:1	Minimum 3:1	Minimum 3:1
cold start	Must support full-load cold start	Must support full-load cold start	Must support full-load cold start	Must support full-load cold start
BY Pass				
1.Inverter to Bypass	Less than 2ms	Less than 2ms	Less than 2ms	Less than 2ms
2.AC Mode to Battery Mode	0 ms	0 ms	0 ms	0 ms

3. Static Switch	Static bypass (Auto) is mandatory, an automatic return to normal operation after the mains come back to acceptable levels	Static bypass (Auto) is mandatory, an automatic return to normal operation after the mains come back to acceptable levels	Static bypass (Auto) is mandatory, an automatic return to normal operation after the mains come back to acceptable levels	Static bypass (Auto) is mandatory, an automatic return to normal operation after the mains come back to acceptable levels
Manual Switch	Manual bypass Switch: Manual before break switch required	Manual bypass Switch: Manual before break switch required	Manual bypass Switch: Manual before break switch required	Manual bypass Switch: Manual before break switch required
Modes of Operation	Normal Mode	Normal Mode	Normal Mode	Normal Mode
	Battery Mode	Battery Mode	Battery Mode	Battery Mode
	Bypass Mode	Bypass Mode	Bypass Mode	Bypass Mode
Protection & Control	1) Shortcircuit & Overload Protection, 2) D.C Over/Under voltage trip, 3) D.C Fuse Protection, 4) Input under/over Voltage trip, 5) High Speed DC Over Current, 6) Lightning Protection, 7) SPD Type 2 surge Protection 8) Earth Leakage Protection, 9) Output under/over voltage trip, 10) Output over load, 11) Output Short Circuit, 12) Battery Short circuit Protection, 13) Over temperature / Thermal protection 14) Battery Overcharge and Over-Discharge Protection			
Alarms	Load on battery, DC Low, Fan Fail/ Over temp, Short Circuit, Low battery, Over Load, Charger Failure, UPS trip & Mains Failure etc			
List of Switches / Controls	Inverter push button with reset, Mains MCB, Battery MCM, Static Switch Push Button reset			
Digital Metering (LCD / LED Display)	One Digital meter showing the following through a selection mode controller push button, Input Voltage, Input Frequency, Output Voltage, Output Frequency, DC Voltage, Percentage battery voltage, Battery Status in real time, Operation mode such as "online" on batt" or "bypass"			
Indications	Mains ON, Mains Over voltage, Mains under Voltage, Battery Low, Charging & Discharging, Inverter ON, Inverter Fault, Load on Battery, Load on By pass, Inverter Over Load, Trip			
Environment	Ambient Temperature 0 to 45 degree centigrade for the UPS			
	Operating 10 degree C to 50 degree C			
	Storage -20 degree C to 70 degree C			
	Relative Humidity upto 95% (Non Condensing)			
Cooling	Forced Air Cooling	Forced Air Cooling- Larger Fans	Forced Air Cooling- Multiple Fans	Forced Air Cooling- Staged Fans
Enclosure	Free Standing Floor Mounted Design (UPS enclosure shall be IP31 or higher, dust protected)			
	Removable side & Back Panels			
Battery	Type: VRLA SMF, maintenance-free			
	Charger shall include automatic temperature compensation for extended battery life			
	A suitable battery Cabinet matching the UPS Enclosure			
DC Voltage	36VDC	96VDC	192VDC	240 VDC or 360VDC
Number of Cells	3 x 12V batteries in Series	8 x 12V batteries in Series	16 x 12V batteries in Series	20 x 12V or 30 X 12V

AH capacity	100Ah each	100Ah each	100Ah each	150Ah each or 100 Ah each
Total VAH	3600 VAH (Minimum)	9600 VAH (Minimum)	19200 Vah (Minimum)	36000 Vah (Minimum)
Backup time	120 minutes (minimum) at 0.8 PF full load	120 minutes (minimum) at 0.8 PF full load	120 minutes (minimum) at 0.8 PF full load	120 minutes (minimum) at 0.8 PF full load
Minimum Charging Current	10% of Battery AH	10% of Battery AH	10% Battery AH	10% Battery AH
Battery Housing	Powder-coated MS rack or lockable MS battery cabinet with proper ventilation to house the batteries of each UPS. Wooden racks are not permitted			
Battery Recharge Time from fully discharged condition to 100% charged condition.	Should not exceed 8 hours.			
Battery Make	Exide/Amaron			
Accessories	Cabling of Sufficient Length & Connectors for interconnections			
Computer Interface	RJ-45 10/100/1000 Base T, USB and RS 232 Port (mandatory) with Auto Save software for windows 8.1 and above platform. SNMP V3Card (Mandatory) for communications. There should be a facility to monitor and broadcast to all workstations whenever necessary conditions Support for TLS/HTTPS-based secured SNMP monitoring; compatibility with enterprise NMS tools.			
Monitoring	Web-based centralized UPS monitoring dashboard			
Certifications				
CE/UL Certifications	Required for UPS & Batteries			
RoHS Marking	Required for UPS & Batteries			
Performance Test Report	Required for UPS with Batteries			
BIS Certificate	Required for UPS & Batteries			
Safety, EMC/EMI 62040-1,2,3	Required for UPS			
Warranty				
UPS	5 Years from the date of installation			
Battery	2 years from the date of installation			

Declaration by the Bidder:

We hereby declare that the UPS offered meet all the above technical requirements and will be supplied in compliance with OEM specifications and warranty conditions.

Bidder Name: _____

Authorized Signatory: _____

Seal & Date

ANNEXURE 2 – OFFER COVERING LETTER
(To be submitted in the Bidder's letter head)

Ref. No: 000100/HO IT/RFP/551/2025-2026

To

The Deputy General Manager
Information Technology Department
United India Insurance Co. Ltd.
Head Office,
24, Whites Road,
Chennai-600014

Subject: Offer for RFP Ref. No. 000100/HO IT/RFP/551/2025-2026 “RFP for Supply, Installation, Testing, Commissioning & Maintenance of UPS”

Dear Sir/Madam,

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

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

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

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

Description	Amount in INR	NEFT/BG Details	Date of issue	Name of Bank & Branch
EMD/ Bank Guarantee Amount				

Authorized Signatory

Name and Designation

Office Seal

Place:

Date:

ANNEXURE 3 - ELIGIBILITY CRITERIA DECLARATION FORM

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

SL No	Eligibility Criteria as per Bidders	Documentary Proof	Remarks (to be filled by bidder, if any)	Documentary proof submitted (Yes/No) (page no.)
1	<p>The Bidder & OEM both should be registered as a company in India as per Companies Act, 1956 and should have been in operation for a period of at least 10 years as on date of RFP.</p> <p>MSE & Startups:</p> <p>The Bidder & OEM both should be registered as a company in India as per Companies Act, 1956 and should have been in operation for a period of at least 5 years as on date of RFP.</p>	The Certificate of Incorporation issued by the Registrar of Companies to be submitted. PAN & GST Details		
2	The Bidder should be original equipment manufacturer (OEM) for UPS or premium partner/Authorized reseller of the UPS in India. The Bidder must be in position to provide Warranty support / Replacement Maintenance during the period of contract with UIIC.	Bidder, be it OEM or premium partner / Authorized reseller, to submit a Letter of Authorization / Manufacturer Authorization from UPS OEM as per Annexure 19		
3	<p>The Bidder & OEM both should have an Average Annual Turnover of Rs. 30 Crores (Rupees Thirty Crore only) in the last three financial years (FY 2022- 23, 2023-24 and 2024-25) and this is not inclusive of the turnover of associate companies as per the audited accounts. Financial year shall mean an accounting period of 12 months. Figures for an accounting period exceeding 12 months will not be acceptable. Annual reports of FY 2022-23, 2023-24 and 2024-25 should be attached.</p> <p>MSE & Startups:</p> <p>The Bidder & OEM both should have an Average Annual Turnover of Rs. 20 Crores (Rupees Twenty Crore only) in the last three financial years (FY 2022-23, 2023-24 and 2024-25) and this is not inclusive of the turnover of associate</p>	Audited financial statements / Certificate from Auditor		

	companies as per the audited accounts. Financial year shall mean an accounting period of 12 months. Figures for an accounting period exceeding 12 months will not be acceptable. Annual reports of FY 2022-23, 2023-24 and 2024-25 should be attached.			
4	The Bidder & OEM both should have registered positive net profit (after tax) in at least one years in the last three Financial Years (FY 2022-23 to FY 24-25). Financial year shall mean an accounting period of 12 months. Figures for an accounting period exceeding 12 months will not be acceptable.	Audited financial statements / Certificate from Auditor		
5	<p>The Bidder & OEM both Should independently have independently executed at least one single order / multiple orders arising out of one tender for Supply, Installation, Testing, Commissioning & Maintenance of UPS with or without Batteries in the BFSI (Banking and Financial Services Industry)/PSU/ Government organizations with value not less than Rupees Eight Crore (excl of taxes) during the last three financial years (FY22-23,23-24 & 24-25)</p> <p>MSE & Startups:</p> <p>The Bidder & OEM both Should independently have executed at least one single order / multiple orders arising out of one tender for Supply, Installation, Testing, Commissioning & Maintenance of UPS with or without Batteries in the BFSI (Banking and Financial Services Industry)/PSU/ Government organizations with value not less than Rupees Six Crore (excl of taxes) during the last three financial years (FY22-23,23-24 & 24-25)</p>	Purchase order copy along with successful completion certificate from the buyer should be submitted		
6	The Bidder & OEM both should independently have executed at least one order, or multiple orders arising from a single tender, during the last three financial years (FY 2022-23, 2023-24, and 2024-25) for supply, installation, testing, commissioning,	Purchase order copy along with successful completion certificate from the buyer should be submitted		

	<p>and maintenance of UPS across at least 20 states in India</p> <p>MSE & Startups:</p> <p>The Bidder & OEM both should independently have executed at least one order, or multiple orders arising from a single tender, during the last three financial years (FY 2022-23, 2023-24, and 2024-25) for supply, installation, testing, commissioning, and maintenance of UPS across at least 15 states in India</p>			
7	<p>The OEM should have countrywide support service facilities (Owned) in atleast 25 locations in Metro/City/Town where UIIC has its Regional Offices (Regional Office details as per Annexure)</p> <p>MSE & Startups:</p> <p>The OEM should have countrywide support service facilities (Owned) in atleast 15 locations in Metro/City/Town where UIIC has its Regional Offices (Regional Office details as per Annexure)</p>	<p>The OEM must submit Annexure 5 along with Supporting documents evidencing the operational status of the service centre(s), valid GST registration certificates for all locations. The service centre should remain currently operational. UIIC reserves the right to conduct a physical inspection with or without prior notice, at any time and to reject the bid or blacklist the bidder in case of noncompliance & misrepresentation.</p>		
8	<p>The Bidder/OEM should have countrywide support service facilities (Owned/OEM authorized Franchise) at least in 200 different locations (District) in india (It may be noted that if a Bidder is having more than one service centre in a location, the same shall be treated as one location only).</p> <p>MSE & Startups:</p> <p>The Bidder/OEM should have countrywide support service facilities</p>	<p>The bidder must submit Annexure 5 along with Supporting documents evidencing the operational status of the service centre(s), valid GST registration certificates for all locations showing the bidder's address, and a</p>		

	(Owned/OEM authorized Franchise) at least in 200 different locations (District) in india (It may be noted that if a Bidder is having more than one service centre in a location, the same shall be treated as one location only).	current tie-up agreement (as on the date of RFP) with authorized franchise. The service centre should remain currently operational. UIIC reserves the right to conduct a physical inspection with or without prior notice, at any time and to reject the bid or blacklist the bidder in case of noncompliance & misrepresentation.		
9	The Bidder & OEM should not have been blacklisted by any Central Government/State Government / PSU / Banking / Insurance company in the last 5 (FIVE) years as on the date of bid submission	Self-declaration as per Annexure 8		
10	Certification: The Bidder & OEM should have the following Certifications or their higher version i. ISO 9001:2015 Quality Certification (Both Bidder & OEM) ii. ISO 14001: 2015 Certification (Both Bidder & OEM) iii ISO 45001:2018 Occupational Health & Safety Management System (Both Bidder & OEM) iv ISO/IEC 27001:2022 – Information Security Management (Both Bidder & OEM)	Copies of those certifications. The submitted certificates must be valid as on the date of bid submission. Expired certificates shall not be considered for evaluation.		
11	The Bidder & OEM both not be from a country which shares a land border with India or, if from such a country, should be registered with the Competent Authority	Undertaking of Land Border Clause signed by bidder and OEM in the format given in Annexure-16		
12	The Bidder & OEM both should submit a certificate issued by their company secretary or any other competent authority, certifying that all the UPS components & its parts used were original & New and that no refurbished/duplicate/second hand	Bidder & OEM to submit the certificate as per format provided in Annexure 6 of the RFP.		

	components/parts/assembly were being used or would be used.			
13	The Bidder & OEM both should submit a letter of undertaking stating to agree to abide by all the terms and conditions stipulated by UIIC in the RFP including all annexure, addendum and corrigendum for the supply, installation, testing, commissioning & maintenance of UPS at UIIC offices located across the Country based on the requirements, specifications, terms and conditions laid down in this Request for Proposal (RFP). Bidder to submit the letter as per format provided in Annexure 7 of the RFP.	Bidder & OEM to submit the letter as per format provided in Annexure 7 of the RFP.		
14	EMD	Bidder has to submit the proof at the time of submitting the tender documents. Bank Guarantee for EMD should be as per Annexure 13		
15	Non-disclosure agreement	Bidder has to submit the document as Per Annexure 17.		
16	The Authorized Signatory of the Bidder signing the bid documents must be duly empowered to do so. Proof in the form of a Power of Attorney or an authorization letter signed by a Director or Company Secretary shall be submitted along with the bid. Proof of Power of Attorney of the OEM.	Documents to be submitted		
17	Copy of this RFP duly signed and stamped / digitally signed as token of acceptance of all the terms and conditions of this tender.	Documents to be submitted		
18	Compliance Statement for the prescribed technical specifications as per Annexure 9	Documents to be submitted		
19	Nil Deviation Statement	Documents to be submitted as per Annexure 10		
20	Unpriced Bill of Material	Documents to be submitted as per Annexure 11		
21	Offer Covering Letter	Documents to be submitted as per Annexure 2		

22	Certificate of Local Content	Documents to be submitted as per Annexure 20		
23	Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 10 years residual market life i.e., the offered product shall not be declared EOL or EOS by the OEM before this period.	Self-certification to be submitted along with the bid by the bidder and OEM.		
24	The bidder & OEM Should not be under liquidation, Court receivership or similar proceedings should not be bankrupt.	Self-Declaration to be submitted		
25	Product brochure for the Quoted model should be available in public domain and OEM website	Documents to be submitted & also the online URL		
26	All Annexures and Supporting documents as required in the RFP must be submitted	Respective Proof Should be Submitted with page numbers		
<p>Note: All the bidder must qualify all the above eligibility criteria, failing which UIIC will disqualify the bidder. All the documentary evidence submitted should be signed by the person(s) authorized to sign them.</p> <p>One OEM should be represented by only one Authorized Channel partner.</p>				

Authorized Signatory

Name Designation

Office Seal

Place:

Date:

ANNEXURE 4 BIDDER PROFILE

Bidders are requested to fill in the following details and submit relevant documents as part of the tender response.

1. General Information

Field	Bidder Response
Name of the Firm / Company	
Registered Office Address	
Corporate Office Address (if different)	
Website	
Contact Person Name	
Designation	
Phone Number	
Email Address	

2. Legal & Statutory Compliance

Field	Bidder Response
Legal Status (Proprietorship / Partnership / Private Ltd / Public Ltd / Others)	
Year of Establishment	
Company PAN Number	
GST Registration Number	
MSME Registration (if applicable)	
ISO Certifications (e.g., ISO 9001, ISO 14001)	
Certificate of Incorporation / Registration (Attach Copy)	
PAN, GST Certificates (Attach Copies)	

3. Financial Credentials

Field	Bidder Response
Annual Turnover FY 2024-25	
Annual Turnover FY 2023-24	
Annual Turnover FY 2022-23	
Average Turnover in the last three FY	
Net Worth Declaration	
Audited Balance Sheets / CA Certificates (Attach Copies)	

4. Experience and Client References

Field	Bidder Response
Experience in Supplying UPS(Years)	
Major Clients (Govt/PSUs/Corporates)	
Similar Projects Executed (last 3 years)	
Work Orders / Completion Certificates (Attach Copies)	

5. Product Details & OEM Authorization

Field	Bidder Response
Make & Model of UPS Offered	
OEM Authorization Certificate (Attach Copy)	
Compliance Sheet against Tender Specs (Attach)	

6. Warranty & Support Commitments

Field	Bidder Response
Warranty Period Offered	
Service Centre Address & Contact Details	
Support Response Time	

7. Declarations

Field	Bidder Response
Products are new, genuine (not refurbished / grey market)	
Not blacklisted by any Government / PSU (Self Declaration Attached)	

Note: All entries must be duly filled and supported with relevant documents. Incomplete or incorrect information may lead to disqualification.

ANNEXURE 5 – DETAILS OF SUPPORT CENTERS

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

Sl No	Regional Office	Contact details with names , address , contact Number, e-mail ID etc.	Specify whether direct service centers or exclusive franchisee service centers or	Number of Service Engineers attached	GST Certification Number
1	RO CHENNAI				
2	RO 1 MUMBAI				
3	RO KOLKATA				
4	RO 1 NEW DELHI				
5	RO HYDERABAD				
6	RO AHMEDABAD				
7	RO BANGALORE				
8	RO LUCKNOW				
9	RO MADURAI				
10	RO KOCHI				
11	RO CHANDIGARH				
12	RO 2 MUMBAI				
13	RO GUWAHATI				
14	RO JAIPUR				
15	RO VISAKHAPATNAM				
16	RO PUNE				
17	RO COIMBATORE				
18	RO VADODARA				
19	RO BHOPAL				
20	RO LUDHIANA				
21	RO PATNA				
22	RO 2 NEW DELHI				
23	RO NAGPUR				
24	RO HUBLI				
25	DEHRADUN RO				
26	RO BHUBANESWAR				
27	RO RAIPUR				
28	RO PONDICHERRY				
29	RO JODHPUR RO				
30	RO KOZHIKODE				
31	List other service centers here				
32					

Authorized Signatory

Name Designation

Office Seal

Place:

Date:

ANNEXURE 6 - UNDERTAKING OF AUTHENTICITY FOR UPS
(To be submitted in the Bidder's letter head)

Ref. No: 000100/HO IT/RFP/551/2025-2026

To

The Deputy General Manager
Information Technology Department
United India Insurance Co. Ltd.
Head Office,
24, Whites Road,
Chennai-600014

Subject: Offer for RFP Ref. No. 000100/HO IT/RFP/551/2025-2026 "RFP for Supply, Installation, Testing, Commissioning & Maintenance of UPS"

Dear Sir/Madam,

With reference to the UPS being supplied /quoted to you in response to the above RFP, we hereby undertake that all the components / parts /used in the hardware should be original new components/parts from OEMs of the product and that no refurbished / duplicate / second hand components / parts are being used or shall be used.

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

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

Authorized Signatory

Name Designation

Office Seal

Place:

Date:

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

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

Ref. No: 000100/HO IT/RFP/551/2025-2026

To

The Deputy General Manager
Information Technology Department
United India Insurance Co. Ltd.
Head Office,
24, Whites Road,
Chennai-600014

Offer for RFP Ref. No. 000100/HO IT/RFP/551/2025-2026 "RFP for Supply, Installation, Testing, Commissioning & Maintenance of UPS"

Dear Sir,

1. We hereby confirm that we agree to all the terms and conditions of the RFP 000100/HO IT/RFP/551/2025-2026, its Annexures, amendments made to the RFP without any pre-conditions. Any presumptions, assumptions, deviations given or attached as part of technical document be treated as null and void.

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

Dated at _____ this _____ day of _____ 2025.

Authorized Signatory

Name Designation

Office Seal

Place:

Date:

ANNEXURE 8 - NO BLACKLIST DECLARATION

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

Ref. No: 000100/HO IT/RFP/551/2025-2026

To

The Deputy General Manager
Information Technology Department
United India Insurance Co. Ltd.
Head Office,
24, Whites Road,
Chennai-600014

Offer for RFP Ref. No 000100/HO IT/RFP/551/2025-2026 "RFP for Supply, Installation, Testing, Commissioning & Maintenance of UPS"

Dear Sir/Madam,

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

Authorized Signatory

Name Designation

Office Seal

Place:

Date:

ANNEXURE 9 – TECHNICAL COMPLIANCE STATEMENT FOR UPS

Sl. No.	Required Technical Specification	Compliance (Complied / Not Complied)	Offered Specification / Remarks

Note: Bidders shall refer to Annexure-1 (Minimum Technical Specifications) and provide a test report (The test report must be issued by a NABL-accredited testing laboratory only) separately for each UPS capacity. For every parameter, the test report must indicate “Complied / Not Complied” and specify the exact offered specification, ensuring that it meets or exceeds the requirements stated in the RFP

Authorized Signatory

Name Designation

Office Seal

Place:

Date

ANNEXURE 10 - STATEMENT OF NO DEVIATIONS

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

Ref. No: 000100/HO IT/RFP/551/2025-2026

To

The Deputy General Manager
Information Technology Department
United India Insurance Co. Ltd.
Head Office,
24, Whites Road,
Chennai-600014

Offer for RFP Ref. No. 100/HO IT/RFP/551/2025-2026 "RFP for Supply, Installation, Testing, Commissioning & Maintenance of UPS"

Dear Sir,

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

Yours faithfully,

Authorized Signatory

Name Designation

Office Seal

Place:

Date:

ANNEXURE 11 - UNPRICED BILL OF MATERIAL (BOM)

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

NEW EQUIPMENT- UNPRICED BOM				
SL NO.	QTY	UPS MAKE & MODEL & CAPACITY	BATTERY MAKE, MODEL & CAPACITY	PART NO (IF ANY)
1				
2				
3				
4				

*This should include all materials being part of the bidding

Authorized Signatory

Name Designation

Office Seal

Place:

Date:

ANNEXURE 12 – COMMERCIAL BID
(To be submitted in the Bidder's letter head)

#	UPS Make & Model	UPS Capacity	UPS Unit Price (A)	Battery Unit Price (B)	Number of batteries per UPS (C).	Total Battery Price per unit (D=B * C)	Unit Price of UPS along with Batteries (E= A+D)	UPS overall Qty (F)	Total Price (G=E * F)
		1 KVA						160	
		3 KVA						270	
		5 KVA						110	
		10 KVA						10	
TOTAL PRICE (Excl of Taxes) for 550 nos (H=G1+G2+G3+G4)									
Taxes (I)									
Total Price (Incl of Taxes) for 550 nos (J)									

Note:

*The quantity detailed above is an indicative quantity, Company reserves the right to increase/decrease the quantity mentioned above by 25% without any change in unit price during the tender validity period. Company reserves the right to place purchase order in various lots and repeat orders may also be placed, during the tender validity period (180 Days from the last date of tender submission. Offers with lesser validity period would be rejected)

*Company reserves the right to revise the quantities and delivery schedule, if necessary, during the tender validity period.

Authorized Signatory

Name Designation

Office Seal

Place:

Date:

ANNEXURE 13 - BANK GUARANTEE FORMAT FOR EMD

To
United India Insurance Co. Ltd.
Head Office,
24, Whites Road,
Chennai-600014

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

THE CONDITIONS of this obligation are:

- If the Bidder/System Integrator withdraws his offer after issuance of letter of Intent by UIIC;
- If the Bidder/System Integrator withdraws his offer before the expiry of the validity period of the tender
- If the Bidder/System Integrator violates any of the provisions of the terms and conditions of this tender specification.
- If a Bidder/System Integrator who has signed the agreement and furnished Security Deposit backs out of his tender bid.
- If a Bidder/System Integrator, having received the letter of intent issued by UIIC, fails to furnish the bank guarantee and sign the agreement within the 15 days from the letter of intent.

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

This guarantee will remain in force up to and including **180 days** from last date of bid submission, and any demand in respect thereof should reach the Company not later than the above date. Notwithstanding anything contained herein:

1. Our liability under this bid security shall not exceed Rs. -
2. This Bank guarantee will be valid upto (Date);
3. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before (Date).

In witness whereof the Bank, through the authorized officer has set its hand and stamp on this..... day ofat

(Signature of the Bank)

NOTE:

1. Bidder should ensure that the seal and CODE No. of the authorized signatory is put by the bankers, before submission of the bank guarantee.
2. Bank guarantee issued by banks located in India shall be on a Non-Judicial Stamp Paper of appropriate value.

3. Bid security should be in INR only.
4. Presence of restrictive clauses in the Bid Security Form such as suit filed clause/ requiring the Purchaser to initiate action to enforce the claim etc., will render the Bid non- responsive.

Unsuccessful bidders' bid security will be discharged or returned after intimation is sent to them about rejection of their tenders.

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

ANNEXURE 14 – AGREEMENT TO BE SUBMITTED BY L1 BIDDER

<To be submitted by L1 bidder along with performance guarantee>

(This is a draft agreement. The final version will be provided to the successful bidder at the time of issuing the Letter of Intent)

Rs.100 stamp paper

This Agreement entered into at Chennai on this _____ day of 2025 BETWEEN < Bidder Name > _____ company registered under the Companies Act, 1956 and having its registered office at _____ (Bidder Address)

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

WHEREAS the Purchaser had called for tenders from various companies for the supply of UPS & Batteries

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

WHEREAS the Purchaser is desirous of placing orders for purchase of UPS & Batteries and

WHEREAS the bidder had agreed to affect supplies of UPS & Batteries to the Purchaser as per the terms and conditions mentioned herein below:

NOW THEREFORE THIS DEED WITNESSETH:

1. PERIOD OF AGREEMENT:

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

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

2. PRICE:

2.1 That the prices of UPS & Batteries as specified in Annexure __ to this Agreement shall not be subject to any escalation. The purchaser shall be entitled to all the benefits arising out of any reduction in prices due to any reason whatsoever before the delivery is effected and the bidder hereby agrees to pass on such benefits to the purchaser.

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

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

2.4 In the event of any increase in duties and taxes, there shall be no escalation in prices and in case the

said increase in duties and taxes are substantial and thus beyond the level of absorption of the bidder then the same shall be mutually discussed and shared at a proportion to be agreed to between the parties.

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

3. PERFORMANCE SECURITY:

3.1 The Bidder shall furnish a performance security to the tune of 5% of the total order value of this Agreement for proper fulfilment of the contract in the form of Bank Guarantee for a period of three years and three months obtained from a nationalized/scheduled bank.

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

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

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

- The total approximate quantity of items as mentioned in Clause 16 of the RFP shall be delivered at various offices of the Company spread across the Country. The final list of offices and quantity to be supplied would be specified in the Purchase Order / Contract for supply to be entered into between the Company and the successful Tenderer.
- The delivery & installation period should be a maximum of Six weeks from the date of purchase order.
- In the event of delayed delivery & installation i.e. delivery & installation after the expiry i.e. four Weeks, the bidder shall be liable to pay a penalty at a percentage on the order value of the delayed hardware of a particular location, subject to a maximum of 10% of the Total contract value as detailed below.
 - ❖ 1% for the first week;
 - ❖ 2.5% for the second week; and
 - ❖ 5% for the third week
 - ❖ 10% for the fourth week & above.
- For the purpose of this clause, part of the week is considered as a full week.
- The bidder is responsible to deliver & install the UPS to UIIC official from Monday to Friday 10 AM to 5 PM. UIIC will share the Office in charges list and details to the L1 bidder. The bidder has to deliver the products to the office in charges and get his/her acknowledgement in the delivery challan along with the seal of UIIC.
- The bidder has to submit those signed delivery challans (Both Hardcopy & softcopy) to UIIC
- After the delivery is made, if it is discovered that the items supplied are not according to our specification, such supply would be rejected at the supplier's cost.
- The Purchaser reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Purchaser to the Supplier.
- During the warranty period, the bidder must respond to any issues or complaints within 24 hours (Monday to Friday). If replacement of parts is required, it must be completed within three working days. If the bidder fails to respond within the stipulated time or fails to replace defective UPS Components or Parts as per the above terms, penalty will be imposed based on the SLA.
- All the expenses involved in delivery, unloading etc. shall be borne by the bidder All aspects of safe delivery shall be the exclusive responsibility of the bidder.
- Materials should be properly packed against any damage and insured up to the destination

- If any equipment or part thereof is lost or rendered defective during the transit, the supplier shall immediately arrange for the replacement of damaged equipment or part thereof as the case may be at no extra cost.

5. WARRANTY AND ON-SITE MAINTENANCE:

- The offer must include comprehensive on-site warranty of FIVE YEARS for the UPS system & TWO YEARS for Batteries from the date of successful installation and commissioning of the last UPS equipment
- The service engineer must visit the customer site and service the UPS, if needed Replace the defective non-working UPS with new one when the issue is reported. Onsite diagnosis is expected for all complaints raised by UIIC.
- Bidder shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of all equipment, accessories etc. covered by the offer. Bidder must warrant all equipment, accessories & spare parts against any manufacturing defects during the warranty period. During the warranty period bidder shall maintain the equipment and repair/replace all the defective components at the installed site, at no additional charge to the UIIC. (ie) The Bidder shall at his own cost rectify the defects/replace the items supplied, for defects identified during the period of agreement.
- During the warranty period, the company may relocate the Hardware from the Original location mentioned in the Purchase order / Agreement for supply to any other location across India and keep the bidder informed so that the bidder can continue to render services at the new location.
- Warranty should not become void if UIIC buys any other supplemental hardware from a third party and installs it with this equipment. However, the warranty will not apply to such hardware items installed.
- Warranty details should be submitted to UIIC both Hardcopy & Softcopy with the product serial number and delivery location. The Bidder is required to supply the original UPS Components & parts during the warranty period and not refurbished or white labelled items.
- Bidder should inform UIIC of the impending performance degradation indicators, and remedial measures suggested thereof well in advance so as to enable the purchaser to take corrective steps to avert the same as far as possible.
- The Bidder must do the quarterly preventive maintenance of the supplied items as per the SLA terms. Reports for the same should be submitted. Bidder should mention the list of jobs to be executed during the Preventive Maintenance while submitting the proposal.
- Any augmented part of the solution is also covered under warranty from respective date of installations till the expiry of the Service Level Agreement
- Warranty details should be reflected on the OEM Website/ Portal against the product serial number.
- Support level/Escalation Chart has to be provided to the UIIC
- Onsite warranty support during warranty period should be preferably done by the OEM engineer preferably. Subcontracting is not allowed.
- The bidder will be fully responsible for any damages to the owner's property and to the work under the contract during the execution of the work.
- The Bidder shall absorb any hidden cost arising out of situations, with respect to services and maintenance of the complete hardware, software and related solutions offered/ supplied by Bidder, which arises due to an act or omission of Bidder

6. PAYMENT TERMS:

- No advance payment shall be made in any case.
- All payments will be made to the Bidder in Indian Rupees only.
- The payments will be made only after the completion of delivery & Installation of all the UPS Systems.
- The Bidder recognizes that all payments to the Bidder under this RFP and subsequent agreement

are linked to and dependent on successful completion of delivery & Installation of the UPS as set out in the project plan and therefore any delay in achievement of such milestones / deliverables/ activities shall automatically result in delay of such corresponding payment.

- Any objection / dispute to the amounts invoiced in the bill shall be raised by UIIC within reasonable time from the date of receipt of the invoice.
- All out of pocket expenses, travelling, boarding and lodging expenses for the entire term of this RFP and subsequent agreement is included in the amounts and the Bidder shall not be entitled to charge any additional costs on account of any items or services or by way of any out-of-pocket expenses, including travel, boarding and lodging etc.
- The company also reserves the right to prescribe additional documents for release of payments and the bidder shall comply with the same.
- The bidder shall cover the entire scope of services mentioned and deliver all the 'deliverables' as mentioned under the scope of work.
- Efforts would be made to effect the payment within 45 days of submission of undisputed Invoices, Delivery challans along with all the required supporting documents.
- All bills in ORIGINAL along with delivery challan should be submitted at Head Office-IT Department for releasing payment.
- Bidder must submit the UIIC Regional office wise consolidated delivery challan details duly signed by the respective UIIC Officials.

S.No.	Activity/ Milestone	Payment to be released	Documents to be submitted by the bidder
1.	Delivery	70%	Original invoice, delivery challan/ delivery proof duly signed by UIIC official. Both Hardcopy & Softcopy should be submitted.
2.	Installation	20%	Original invoice, Installation Report proof duly signed by UIIC official. Both Hardcopy & Softcopy should be submitted.
3.	After completion of UPS warranty Period	Balance 2% amount would be retained by UIIC and will be made at end of warranty period	Bidder has to provide details of the number of complaints received during the period and the number of replacements or stand by carried out. The Bidder shall submit a self-declaration, along with the complaint register maintained by UIIC and the corresponding service reports for all complaints attended. UIIC shall make the payment after deducting any penalties applicable as per the SLA

7. LIMITATION OF LIABILITY:

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

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

8.1 The Purchaser or its representative shall have the right to inspect and /or to test the Goods to check their conformity to the Contract specifications at no extra cost to the purchaser. The successful BIDDER shall provide the necessary facilities for such inspection.

8.2 The inspections and test may be conducted on the premises of the Supplier, at point of delivery and /or at the final destination. If conducted on the premises of the Supplier all reasonable

facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

- 8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- 8.4 Pre-delivery / acceptance inspection will be carried out by the Purchaser through its staff / consultant at BIDDER's factory / warehouse or at any other purchaser's site / location depending on the exigencies of the Purchaser. The BIDDER shall keep ready the equipment's for inspection if the inspection is carried out at purchaser's site, the BIDDER should provide all assistance including manpower. There shall not be any additional charges for such inspection. However, the purchaser will have the discretion to recover the costs related to travel and stay of its staff / consultants if the hardware offered for inspection is not as per the requirements of the Purchaser.
- 8.5 Up to 20% of the total ordered quantity could be considered for inspection, however it is the prerogative of the purchaser to decide the final count for inspection. No additional time will be given for inspection, it is the responsibility of the bidder to arrange additional resources to complete the inspection in shortest duration.

9. ROYALTIES AND PATENTS:

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

10. DSIPUTE RESOLUTION:

- 10.1 The bids and any contract resulting there from shall be governed by and construed according to the Indian Laws.
- 10.2 All settlement of disputes or differences whatsoever, arising between the parties out of or in connection to the construction, meaning and operation or effect of this Offer or in the discharge of any obligation arising under this Offer (whether during the course of execution of the order or after completion and whether before or after termination, abandonment or breach of the Agreement) shall be resolved amicably between UIIC and the bidder's representative.
- 10.3 In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then the same shall be resolved as follows:
- 10.4 "Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties."
- 10.5 The venue of the arbitration shall be Chennai.
- 10.6 The language of arbitration shall be English.
- 10.7 The award shall be final and binding on both the parties.
- 10.8 Work under the contract shall be continued by the bidder during the arbitration proceedings unless otherwise directed in writing by UIIC unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the contract, no payment due, or payable by UIIC, to the bidder shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.

11. FORCE MAJEURE:

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

12. TIME IS THE ESSENCE OF THIS AGREEMENT:

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

13. REFUND OF EARNEST MONEY DEPOSIT (EMD):

EMD will be refunded to the successful bidder upon signing the contract and furnishing the performance bank guarantee. The EMD will not carry any interest.

14. FORFEITURE OF EMD:

14.1 The bidder withdraws the tender after acceptance.

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

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

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

15. APPROXIMATE QUANTITIES:

ITEM	APPROXIMATE QUANTITY
1 KVA WITH BATTERIES	160
3 KVA WITH BATTERIES	270
5 KVA WITH BATTERIES	110
10 KVA WITH BATTERIES	10

- The quantity detailed above is an indicative quantity, Company reserves the right to increase/decrease the quantity mentioned above by 25% without any change in unit price during the tender validity period. Company reserves the right to place purchase order in various lots and repeat orders may also be placed, during the tender validity period (180 Days from the last date of tender submission. Offers with lesser validity period would be rejected)
- Company reserves the right to revise the quantities and delivery schedule, if necessary, during the tender validity period.

16. SCOPE OF WORK

- The Bidder must supply online UPS systems as per the technical specifications provided in this tender.
- All UPS systems must be brand new, ISO/CE/IEC certified, and compliant with Indian electrical standards & safety protocol.

- Moving, unloading & Positioning of UPS system along with necessary electrical, batteries and interconnections etc. Cabling between batteries to UPS system and between UPS system to the input power source and output power point. Necessary pre-commissioning, testing and load testings upon installation should be conducted by the successful bidder
- The Bidder must supply all associated accessories, including batteries, battery racks, terminals, cables, connectors, and required mounting hardware for installation.
- UPS and batteries must be installed as per manufacturer guidelines and electrical safety standards.
- Proper ventilation, grounding, and cable management must be ensured.
- Proper earthing, labeling, and warning signage must be ensured at all installation sites.
- The Bidder must perform panel mounting, rack installation, and cable termination.
- UPS units and batteries must have a comprehensive warranty for the period specified in the tender. i.e 5 Years for UPS from the last UPS Installed & 2 years for Batteries from the last UPS installed.
- During the warranty period the bidder is responsible for all repairs, software updates, and replacement of defective parts at no extra cost.
- The Bidder must do the quarterly preventive maintenance of the supplied items during the warranty period to ensure the system is in good working order. This includes cleaning, inspecting connections, checking battery health, and testing all operational modes. Reports for the same should be submitted. Bidder should mention the list of jobs to be executed during the Preventive Maintenance while submitting the proposal.
- Bidder should ensure that the quoted UPS systems are compatible with both SMF & Lithium-ion rechargeable batteries.
- Before supplying the UPS, the bidder should take prior approval for make / type of batteries from the UIIC. The Batteries batch shall not be more than three months old during supply of UPS.
- Maximum response time for service calls must be 24 hours on-site.
- The bidder must provide timely support, often 24/7, for any breakdowns. This includes having a technically sound engineer arrive on-site within a stipulated timeframe to troubleshoot and repair issues.
- The service engineer must visit the customer site and service/replace UPS & its part when the issue is reported. Onsite diagnosis is expected for all complaints raised by UIIC.
- Support level/Escalation Chart has to be provided to UIIC.
- Bidder must provide dedicated toll-Free Telephone No. for Service Support.
- The bidder should provide a single point contact person with cell/landline Numbers, email, full address etc. so that UIIC can address all queries regarding this RFP to the designated person.
- Before installation, the bidder is advised to visit UIIC sites to understand requirements and confirm the layout. Bidder may acquire necessary site knowledge and study the existing setup of components before responding to RFP.
- The work must be performed by qualified professionals and adhere to all relevant codes, regulations, and quality standards. Any damage caused during installation must be repaired by the bidder on their own expenses.
- Bidder should ensure safety of workers by providing helmet, safety belt, Electric gloves, goggles, proper earthing accessories etc. In case of poor safety practice come to notice, UIIC will have full authority to impose penalty on the bidder. In such cases the amount will be deducted from the future bill payments.
- Delivery of UPS should be carried out at UIIC's Head Office and various offices located across India. Bidders may refer to the UIIC Website for tentative delivery locations. The final list of delivery locations will be provided along with the Purchase Order.
- UIIC may relocate the UPS to any other location where a UIIC office exists at any time. The Bidder shall be bound to provide warranty and support services during the warranty period at all UIIC offices across India
- Any accessories or Peripherals required in order to meet requirements submitted by the UIIC in the RFP for the smooth functioning of the supplied hardware is to be quoted by the bidder. Even if any item, not mentioned in the Bid document, is inevitable for the installation of supplied hardware as per the requirements, the bidder is bound to supply the said item without any additional charges.

- Spares and support should be readily available during the warranty Period.
- All equipments, their installation, testing and commissioning shall conform to latest IS specifications and Indian standard code of practice for electrical wiring installation. It should also conform to electricity rules, directives of electrical inspectorate etc.
- A rating plate of weather proof material bearing the data specified in the appropriate place on UPS units and related equipments should be fixed.
- Bidder should maintain warehouses in respective regions to cater the spare part needs
- Bidder should provide spare UPS system in case of such requirement in a time period of maximum two days. Spare UPS should be of good working condition
- UPS should have life expectancy of at least 10 years
- UIIC reserves the right to involve third parties, application bidder etc., in the installation process, if it deems so and the bidder shall render all assistance for the same.
- If the bidder fails to deliver and/or install the equipment within the stipulated time Schedule or the extended date communicated by the UIIC, it will be a breach of Contract. The UIIC reserves the right to cancel the entire contract in all such cases of breach of contract by giving 15 days' notice. (le)The UIIC reserves its right to cancel the order in the event of delay in delivery/installation/commissioning of equipment.

17 . JURISDICTION FOR LEGAL PROCEEDINGS:

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

18. RELOCATION OF SYSTEMS:

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

19. WAIVER

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

20. TERMINATION

UIIC shall be entitled to terminate the agreement/purchase order with the Bidder at any time giving 60 days prior written notice to the Bidder if the Bidder breaches its obligations under the tender document or the subsequent agreement/purchase order and if the breach is not cured within 30 days from the date of notice.

21. TERMINATION FOR CONVENIENCE:

UIIC may terminate the Contract, in whole or in part, at any time for its convenience by written notice of not less than 60 (sixty) days. The notice of termination shall specify that termination is for the UIIC's convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon which such termination becomes effective. In case of termination for convenience, UIIC shall pay for the services rendered by bidder till date of termination.

22 . CONSEQUENCES OF TERMINATION

Any termination of the Agreement howsoever caused shall not affect any accrued rights or liabilities of

either the Company or the bidder arising out of the Agreement.

23. INSOLVENCY

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

24. INSURANCE

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

25. CONFIDENTIALITY

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

26. INDEMNIFICATION

26.1 The BIDDER shall, at its own expense, defend and indemnify UIIC against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (BIDDER's) employees or agents, or by any other third party resulting from or by any gross negligence and/or wilful default by or on behalf of the BIDDER and against any and all claims by employees, workmen, contractors, sub- contractors, suppliers, agent(s), employed, engaged, or otherwise working for the BIDDER, in respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.

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

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

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

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

26.5 UIIC notifies the BIDDER in writing in a reasonable time frame on being aware of such claim

26.6 the BIDDER has sole control of defence and all related settlement negotiations

26.7 UIIC provides the BIDDER with the assistance, information and authority reasonably necessary to perform the above, and

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

27. SERVICE LEVEL AGREEMENT

- The bidder shall deliver 550 Nos. of UPS Units along with batteries as per the specifications defined in this RFP and shall provide a comprehensive warranty of Five (5) years for UPS & two years for Batteries from the date of installation of the last UPS.
- During the warranty period, the bidder must respond to any defective or faulty UPS or hardware issues or any other complaints within 24 hours (Monday to Friday). If a replacement of parts is required, it must be completed within Three (3) working days from the date of complaint. The replacement parts must be new and conform to the original specifications.
- Any Hardware that is reported to be down on a given date and if replacement of part is not received within 3 working days should be replaced by temporary substitute or Stand by UPS of the same model. The temporary substitute must be replaced with the original hardware within 1 month from the date of complaint. Failure to do so will result in a penalty of Rs ₹500 per hardware per day. The total penalty will be subjected to a maximum of 10% of the Total contract value. The penalty may be recovered from any payable amount to the bidder or from the BG.
- Penalty applicable if a temporary substitute or Standby UPS is not provided within 3 working days.
- Penalty applicable if the call is not closed (temporary substitute is replaced with original hardware) within 1 month from the date of complaint.
- Repeated non-compliance shall be treated as a material breach of contract, and the Purchaser reserves the right to take appropriate action, including forfeiture of Performance Security and/or termination of contract.
- This SLA shall remain valid and enforceable for the entire warranty period of Five (5) years for UPS & Two (2) Years for Batteries.
- Working hours shall be considered as 10:00 hrs to 17:00 hrs on any working day.

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

For and on behalf of
(L1 Bidder)

(Sign, Name & Designation)

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

(Sign, Name & Designation)

Witnesses:
(Sign, Name & Designation)

Witnesses:
(Sign, Name & Designation)

ANNEXURE 15 - BID SUBMISSION CHECK LIST – FOR BIDDERS

S#	Document	Attached (Yes/No)
PREQUALIFICATION DOCUMENTS (ONLINE SUBMISSION- SCANNED DOCUMENTS):		
1	Duly Signed RFP.	
2	Proof of Earnest Money Deposit (EMD) amount deposited in UIIC Account / Bank Guarantee for EMD as per Annexure 13.	
3	Offer Covering Letter as per annexure 2.	
4	Eligibility Criteria Declaration Form as per Annexure 3. And supporting documents as detailed in Annexure 3.	
5	Letter of Authorisation / Manufacturer Authorisation by Power of Attorney of OEM as per Annexure 19.	
6	Proof of Power of Attorney of the OEM.	
7	The Authorized Signatory of the Bidder signing the bid documents must be duly empowered to do so. Proof in the form of a Power of Attorney or an authorization letter signed by a Director or Company Secretary shall be submitted along with the bid.	
8	Details of Support centres as per Annexure 5.	
9	Undertaking of Authenticity for UPS as per Annexure 6.	
10	Letter Of Undertaking for Abiding the Terms and Condition as per Annexure 7.	
11	No Blacklisting Declaration as per Annexure 8.	
12	Bank Guarantee Format as EMD as per Annexure 13 or EMD NEFT Proof	
13	Certificate of Local Content as per Annexure 20	
14	Land Border Declaration as per Annexure 16	
15	Non-disclosure agreement as per Annexure 17	
16	Bidders Profile as per Annexure 4	
17	Other Supporting Documents	
TECHNICAL BID DOCUMENTS (ONLINE SUBMISSION- SCANNED DOCUMENTS):		
1	Compliance Statement for the prescribed technical specifications as per annexure 9	
2	Nil Deviation Statement as per Annexure 10.	
3	Unpriced BOM as per Annexure 11.	
4	Any Other Supporting Documents	
FINANCIAL DOCUMENTS (ONLINE SUBMISSION- SCANNED DOCUMENTS):		
1	Commercial Bid as per Annexure 12	

ANNEXURE-16 LAND BORDER DECLARATION

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

Ref. No:

To

The Deputy General Manager
Information Technology Department
United India Insurance Company Limited
Head Office,
Chennai-14

Subject: Offer for RFP Ref. No. 000100/HO IT/RFP/551/2025-26 "RFP for Supply, Installation, Testing, Commissioning & Maintenance of UPS"

Dear Sir/Madam,

I have read Office Memorandum F.No.6/18/2019-PPD dated 23.07.2020 issued by the Ministry of Finance, Department of Expenditure, Public Procurement Division Inserting Rule 144 (xi) in GFRs 2022 which defines clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India. I certify that this bidder/OEM is not from such a country or, if from such a country, has been registered with the competent authority, I certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the competent authority shall be attached.]"

Authorized Signatory

Name Designation

Office Seal

Place:

Date:

ANNEXURE 17 - NDA (NON - DISCLOSURE AGREEMENT FORMAT)

(To be submitted in separate ₹100 stamp paper)

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

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

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

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

1. DEFINITIONS

(a) CONFIDENTIAL INFORMATION means all the information of the Disclosing Party which is disclosed to the Receiving party pursuant to the business arrangement whether oral or written or through visual observation or in electronic mode and shall include but is not limited to trade secrets, know-how, inventions, techniques, processes, plans, algorithms, software programs, source code, semiconductor designs, schematic designs, business methods, customer lists, contacts, financial information, sales and marketing plans techniques, schematics, designs, contracts, financial information, sales and marketing plans, business plans, clients, client data, business affairs, operations, strategies, inventions, methodologies, technologies, employees, subcontractors, the contents of any and all agreements, subscription lists, customer lists, photo files, advertising materials, contract quotations, charity contracts, documents, passwords, codes, computer programs, tapes, books, records, files and tax returns, data, statistics, facts, figures, numbers, records, professionals employed, correspondence carried out with and received from professionals such as Advocates, Solicitors, Barristers, Attorneys, Chartered Accountants, Company Secretaries, Doctors, Auditors, Surveyors, Loss Assessors, Investigators, Forensic experts, Scientists, Opinions, Reports, all matters coming within the purview of Privileged Communications as contemplated under Indian Evidence Act, 1872, legal notices sent and received, Claim files, Insurance policies, their rates, advantages, terms, conditions, exclusions, charges, correspondence from and with clients/ customers or their representatives, Proposal Forms, Claim-forms, Complaints, Suits, testimonies, matters related to any enquiry, claim-notes, defenses taken before a Court of Law, Judicial Forum, Quasi-judicial bodies, or any Authority, Commission, pricing, service proposals, methods of operations,

procedures, products and/ or services and business information of the Disclosing Party. The above definition of Confidential Information applies to both parties equally; however, in addition, without limitation, where the Disclosing Party is the UIIC, no information that is exempted from disclosure under section 8 or any other provision of Right to Information Act, 2005 shall at any time be disclosed by the Receiving Party to any third party.

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

2. COVENANT NOT TO DISCLOSE

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

In this regard, the agreement entered into between the Receiving Party and any such person/s shall be forwarded to the Disclosing Party promptly thereafter. Prior to disclosing any Confidential Information to such person/s, the Receiving Party shall inform them of the confidential nature of the information and their obligation to refrain from disclosure of the Confidential Information. The Receiving party shall use at least the same degree of care in safeguarding the Confidential Information as it uses or would use in safeguarding its own Confidential Information and shall take all steps necessary to protect the Confidential Information from any unauthorized or inadvertent use. In no event shall the Receiving Party take all reasonable measures that are lesser than the measures it uses for its own information of similar type. The Receiving Party and its Representatives will immediately notify the Disclosing Party of any use or disclosure of the Confidential Information that is not authorized by this Agreement. In particular, the Receiving Party will immediately give notice in writing to the Disclosing Party of any unauthorized use or disclosure of the Confidential Information and

agrees to assist the Disclosing Party in remedying such unauthorized use or disclosure of the Confidential Information.

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

- (i) the fact that any investigations, discussions or negotiations are taking place concerning the actual or potential business relationship between the parties,
- (ii) that it has requested or received Confidential Information, or
- (iii) any of the terms, conditions or any other fact about the actual or potential business relationship.

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

- (a) the Confidential Information of the Disclosing Party is, or properly became, at the time of disclosure, part of the public domain, by publication or otherwise, except by breach of the provisions of this Agreement; or

(b) was rightfully acquired by the Receiving Party or its Representatives prior to disclosure by the Disclosing Party;

(c) was independently developed by Receiving Party or its Representatives without reference to the Confidential Information; or

(d) the Confidential Information of the Disclosing Party is required to be disclosed by a government agency, is the subject of a subpoena or other legal or demand for disclosure; provided, however, that the receiving party has given the disclosing party prompt written notice of such demand for disclosure and the receiving party reasonably cooperates with the disclosing party's efforts to secure an appropriate protective order prior to such disclosure.

(e) is disclosed with the prior consent of or was duly authorized in writing by the disclosing party.

3. RETURN OF THE MATERIALS

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

4. OWNERSHIP OF CONFIDENTIAL INFORMATION

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

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

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

5. REMEDIES FOR BREACH OF CONFIDENTIALITY

(a) The Receiving Party agrees and acknowledges that Confidential Information is owned solely by the disclosing party (or its licensors) and that any unauthorized disclosure of any Confidential Information prohibited herein or any breach of the provisions herein may result in an irreparable harm and significant injury and damage to the Disclosing Party which may be difficult to ascertain and not be adequately compensable in terms of monetary damages. The Disclosing Party will have no adequate remedy at law thereof, and that the Disclosing Party may, in addition to all other remedies available to it at law or in equity, be entitled to obtain timely preliminary, temporary or permanent mandatory or restraining injunctions, orders or decrees as may be necessary to protect the Disclosing Party against, or on account of, any breach by the Receiving Party of the provisions contained herein, and the Receiving Party agrees to reimburse the

reasonable legal fees and other costs incurred by Disclosing Party in enforcing the provisions of this Agreement apart from paying damages with interest at the market rate prevalent on the date of breach to the Disclosing Party.

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

6. TERM

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

7. GOVERNING LAW & JURISDICTION

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

8. ENTIRE AGREEMENT

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

9. WAIVER

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

10. SEVERABILITY

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

11. NOTICES

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

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

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

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

In the presence of:

Witnesses - 1:

Witnesses - 2:

In the presence of:

Witnesses - 1:

Witnesses - 2:

Annexure 18 - Query Format

Query no#	RFP Page no #	Clause no#	Existing Clause in Tender	Modification/Suggestion Requested	Remarks
1					
2					
3					
4					
5					

ANNEXURE 19 - LETTER OF AUTHORISATION / MANUFACTURER AUTHORISATION FORM

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

Ref. No: 000100/HO IT/RFP/551/2025-2026

To

The Deputy General Manager
Information Technology Department
United India Insurance Co. Ltd.
Head Office,
24, Whites Road,
Chennai-600014

Subject: Offer for RFP Ref. No. 000100/HO IT/RFP/551/2025-2026 "RFP for Supply, Installation, Testing, Commissioning & Maintenance of UPS"

Dear Sir/Madam,

We OEM of the UPS hereby authorize M/s. _____ (name of the company with address) to quote prices for the following components of the hardware etc invited vide its RFP 000100/HO IT/RFP/551/2025-2026.

WE (Name of the OEM) confirm that:

a) Technical Compliance: The UPS systems and batteries being offered by the Bidder are **genuine OEM products** and fully comply with the technical specifications, certifications, and standards stipulated in the RFP.

b) Service Assurance: In the event of bidder, not providing services or services provided by the bidder is not adequate, and then the same shall be provided to UIIC at the same terms and conditions of the RFP directly or through other partners / authorized resellers equivalent to the bidder.

c) Warranty: The UPS are covered by a **5-year warranty** from the date of installation covering manufacturing defects, parts, labour, and service. No refurbished or repaired items will be supplied.

d) Service Assurance: In the event the Bidder fails to provide adequate service or support, we (the OEM) shall directly provide service to UIIC, either on our own or through another authorized partner/reseller, at the same terms and conditions of the RFP.

e) Spares Availability: We confirm that spare parts, batteries, modules, control boards, and components for the offered UPS models will be available for a minimum of 10 years from the date of supply.

f) Software / Firmware Support: We shall provide software/firmware updates, security patches, and technical documentation for the UPS models during the warranty period.

g) Back-to-Back Support: We commit to providing full back-to-back support to the Bidder to meet all SLA, uptime, warranty, and service obligations of this tender.

We hereby confirm our full support to [Bidder Name] in fulfilling the obligations of this tender.

Authorized Signatory

Name and Designation

Office Seal

Place:

Date:

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

ANNEXURE-20

<To be submitted along with Technical Bid Documents>

CERTIFICATE OF LOCAL CONTENT

<Certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, on their letter head with Registration Number with seal.>

Ref. No:

To

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

Subject: Offer for RFP Ref. No. 000100/HO IT/RFP/551/2025-26 “RFP for Supply, Installation, Testing, Commissioning & Maintenance of UPS”

This is to certify that proposed _____ <product details> is having the local content of _____% as defined in the above mentioned RFP.

The details of location(s) at which the local value addition is made are as under

Product details		Classification (Class-I local supplier / Class-II Local Supplier/ Non-local supplier	Name of Place where local value addition is made
Make	Model no		

This Certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 including revision thereto.

Signature of Statutory Auditor/Cost Auditor**Name/Company:**

Registration Number:

Seal**UDIN:****COUNTER-SIGNED:****BIDDER****OEM****Name & Signature of authorized signatory**

(In the capacity of)

Duly authorized to sign bid
for and on behalf of Bidder

Name & Signature of authorized signatory

(In the capacity of)

Duly authorized to sign
for and on behalf of OEM