

Star Union Dai-ichi Life Insurance Company Limited

Request for Proposal (RFP)

For

Projectors

Issue Date: - 19th Feb'2020

Last Date of Submission of Proposal: - 29th Feb'2020

Tender Sr. No.:- SUDLIFE/CPD/TD/19-20/024

DISCLAIMERS

The information contained in this Request for Proposal (RFP) document or information provided subsequently to applicants whether verbally or in documentary form by or on behalf of SUD Life is provided to the applicants on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided. This RFP is neither an agreement nor an offer and is only on invitation by SUD life to the interested parties for submission of proposal. The purpose of this RFP is to provide the applicants with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each applicant may require. Each applicant should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. SUD Life makes no representation or warranty & shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. SUD Life may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

1. INTRODUCTION

1.1 About

Star Union Dai-ichi Life Insurance Company Ltd. (SUD Life) is a joint venture between Bank of India & Union Bank of India, India's leading public sector banks and The Dai-ichi Life Insurance Company, Japan one of the top ten world leaders in insurance which has been incorporated with the primary objective of carrying out life insurance business in India.

Star Union Dai-ichi Life Insurance Co. Ltd. (SUD Life), with the strength of the domestic partners in the Indian Financial Sector coupled with the Dai-ichi Life's strong domain expertise is a strong player in the Indian Life Insurance market.

1.2 Purpose

The purpose of this RFP is to inform potential Bidders of a business opportunity and to solicit proposals for **empanelling authorised partners for Rate Contract to supply projector device**, in future. Based upon the review and evaluation of proposals offered in response to this RFP, SUD LIFE may at its sole discretion negotiate and enter into contracts with one or more successful Bidders. Notwithstanding any other provision herein, Bidder participation in this process is voluntary and at Bidder's sole discretion. Price will be a consideration but will not be the sole factor in SUD LIFE's decision to award a contractual relationship. The products, volumes and historical numbers that are provided from SUD LIFE during this process are to be used and interpreted solely as a guide and are intended to provide guidance to SUD LIFE's future or projected requirements but are not a guarantee, contract or commitment to any current or future volume or orders. No volume commitment should be inferred from this process or from any of the documentation provided by SUD LIFE. SUD LIFE reserves the right to accept or reject any or all bids from a specific or multiple Bidders for any reason at any time. SUD LIFE also reserves the right at its sole discretion to select or reject any or all Bidder(s) in this process and will not be responsible for any direct or indirect costs incurred by the Bidders in this process.

2. Bid Submission

The potential partner should be authorized to do business in this front & should not outsource this contract. OEM should participate through their authorised partners only.

The Bid (attached formats) duly sealed and super scribed as below: **"Empanelment of authorized partners for Rate Contract to supply Projectors"** & should be addressed to:

Executive Vice President (Finance)
Star Union Dai-ichi Life Insurance Company Limited
Central Procurement,
16th Floor, Raghuleela Arcade,
IT Park, Sector 30A,
Opp. Vashi Railway Station, Vashi,
Navi Mumbai – 400 703.

Please note that the Technical and Commercial bid must be put in **separate sealed envelopes** duly marked as **Technical Bid** and **Commercial Bid** respectively. Such bids should only be deposited in the respective drop boxes made available at the above mentioned address. Handing over of sealed envelopes to any individual is strictly restricted & such bids will be treated as null & void. The Company is not responsible for non-receipt of Bids by the specified date and time due to any reason including holidays. All questions / clarifications, if any, regarding this tender should be communicated **only** via email at procurement@sudlife.in.

Last date for receipt of any query is 24th Feb'2020. Bids received after the stipulated date/ time or incomplete in any respect are liable to be rejected.

3. Acknowledgement

Please acknowledge receipt of this document by responding via email to procurement@sudlife.in. Please include the contact information for the person who will be directly responsible for completing the RFP.

4. RFP Schedule

We are listing below the various deadlines to be met to ensuring participation

1	Last date for Submission of Process compliance & Techno commercial Compliance statements (Complete signed RFP along with Technical Document)	29th Feb'2020
2	Last date for Submission of Quotes (Form 1 & 2)	29th Feb'2020

5. Brief Requirement Overview

5.a. Buyer Profile	Star Union Dai-ichi Life Insurance Company Ltd. (SUD LIFE) is a joint venture between Bank of India & Union Bank of India, India's leading public sector banks and The Dai-ichi Life Insurance Company, Japan one of the top ten world leaders in insurance which has been incorporated with the primary objective of carrying out life insurance business in India.
5.b. Services up for Quote	Empanelment of authorised partners for Rate Contract to supply Projector
5.c. Spend/ Volume	Refer Annexure A
5.d. Scope of Services	The service provider must clearly understand and conform to the following deliverables for the service of: Head Office/ Back Office, 24 Regional Offices and 82 Branch Offices. Any other offices which may be commissioned by SUD in future.

	Detailed scope mentioned in 'Annexure A'
5.e. SUD Operating Days & Hours	<p>HO/BO : 8:00 AM to 8:00 PM Monday to Saturday ROs (24) :- 9.30 AM to 6:00 PM Monday to Saturday AOs (82) : 9:30 AM to 6:00 PM Monday to Saturday Note: Utmost flexibility & support will be expected during ad-hoc working hours/days, basis business requirement. Should be mandatorily supported.</p>
5.f. Selection Process of vendors	<ul style="list-style-type: none"> • You need to sign and send your Process Compliance and Techno-Commercial statement in response to this RFP (Annexure E & F) • You need to submit the quote as per the format mentioned in Annexure D • Star Union Dai-ichi will evaluate the final quotes of all the vendors & will decide on awarding business based on the Comprehensive value proposition of each service provider.
5.g. Award Decision	<ul style="list-style-type: none"> • Supplier must submit the quote by the due date in order to be considered for the contract. • Star Union Dai-ichi will decide which vendor will be examined for awards. It is important to note that the lowest price supplier does not automatically win the business. • Star Union Dai-ichi reserves the right to split the business amongst vendors depending on the prices achieved through this process. <p>The supplier selected for award of the contract, on refusal to accept the contract would be debarred from further dealings with Star Union Dai-ichi. In the event of you being selected by Star Union Dai-ichi and your subsequent default on your quote, you will be required to pay Star Union Dai-ichi an amount equal to the final quote and the next lowest quote on total quantum of purchase (indemnity clause).</p>
5.h. Service & Penalty	<ul style="list-style-type: none"> ➤ Delayed delivery of device beyond 6 weeks – 10% of Purchase Order Value ➤ Delayed configuration of device beyond 3 days from delivery day – 10% of Purchase Order Value ➤ Incident Resolution beyond 2 SUD working days – 10% of Purchase Order Value <p>Machine broke down & replacement device not provided within 3 SUD working days from incident date – 10% of Purchase Order Value and Blacklisting of Partner.</p>
5.i. Payment Term	30 working days from the submission of Asset Installation Report

6. Terms of the RFP

6.1 Hold Harmless

In submitting a proposal, Bidder understands that SUD LIFE will determine at its sole discretion which proposal, if any, is accepted. Bidder waives any right to claim damages of any nature whatsoever based on the selection process, final selection, and any communications associated with the selection. SUD LIFE reserves the right to award the Contract to the Bidder(s) whose proposal is deemed to be the most advantageous in meeting the specifications of the RFP.

6.2 Confidentiality Provision

The terms of this RFP, the information provided by SUD LIFE herein and all other information provided by Bidder in connection with the services to be provided by the Bidder pursuant to this RFP, are to be treated by Bidder as strictly confidential and proprietary. Such materials are to be used solely for the purpose of responding to this request. Access shall not be granted to third parties except upon prior consent of SUD LIFE and upon the written agreement of the intended recipient to treat the same as confidential. SUD LIFE may request at any time that any of SUD LIFE's material be returned or destroyed. Should Bidder choose not to respond to this RFP, please return all materials and any duplicates thereof.

6.3 Sub-Contracting

The services offered to be undertaken in response to this RFP shall be undertaken to be provided by the Bidder directly employing their employees, and there shall not be any sub- contracting done by the Bidder.

6.4 Acceptance of Proposals

SUD LIFE reserves the right to modify the terms of the RFP at any time at its sole discretion. Subsequent to the submission of proposals, interviews and negotiations may be conducted with one or more Bidders, but there will be no obligation to receive further information, whether written or oral, from any Bidder or to disclose the nature of any proposal received. This RFP should not be construed as an agreement to purchase products or services. SUD LIFE is not bound to accept the lowest price or any proposal of those submitted. Proposals will be assessed in accordance with the evaluation criteria.

6.5 Liability for Errors

While SUD LIFE has used considerable efforts to ensure an accurate representation of information in this RFP as per its current understanding of the requirements under the various activities in the scope of work, the information contained in this RFP is supplied as a guideline for Bidders. The information is not guaranteed or warranted accurate by SUD LIFE, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Bidders from forming their own opinions and conclusions with respect to the matters addressed in this RFP. In the event SUD LIFE finds that the objectives of the intended activities is better achieved by processes/procedures other than those mentioned in this document, SUD LIFE shall have the right irrespective of the fact whether it has already received proposals from intending bidders or not, to effect such changes and enter into negotiations with one or more Bidders at its sole discretion for such changed/modified processes.

6.6 Acceptance of Terms

All the terms and conditions of this RFP shall be deemed to be accepted by the Bidder and incorporated in its proposal unless specifically notified otherwise.

6.7 Order Cancellation

Star Union Dai-ichi reserves the right to cancel the order in the event of the vendor failing to deliver services as specified by Star Union Dai-ichi as per the Service Level Agreements. Star Union Dai-ichi reserves full right and authority to cancel such order and will also be entitled to claim liquidated damages for the same in addition to and without prejudice to all other rights and remedies that may be available to Star Union Dai-ichi. In case of serious discrepancy in services provided, Star Union Dai-ichi may cancel the entire purchase order.

6.8 Force Majeure

The order is subject to Force Majeure on either the buyer or the supplier end. Any disputes arising out of or under this order shall be subject to the jurisdiction of the courts in Mumbai only. Any event due to any cause beyond the reasonable control of a Party, including, without limitation, unavailability of any communication system, breach or virus in the internet, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking, unauthorized access to computer data and storage device, computer crashes, breach of security and encryption, etc.

6.9 Inspection and Audit

The vendor should allow Star Union Dai-ichi, its management, auditors, regulators and /or agents the opportunity of inspecting, examining, auditing and /or taking copies of the vendors operations and business recourse which are relevant to this Agreement and/ or for carrying out the activities as /or financial arrangements/ agreements set forth in this Agreement. Star Union Dai-ichi will have the right to do a Security Audit of the vendor's IT infrastructure. The vendor should make necessary changes / upgrades to the IT systems as may be necessary or as required by Star Union Dai-ichi from time to time to ensure data safety.

6.10 Use of Contract Documents and Information

- ❖ The Service Provider shall not, without SUD Life's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of SUD Life in connection therewith, to any person other than a person employed by the Service Provider 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 Service Provider shall not, without SUD Life prior written consent, make use of any document or information enumerated in this document except for purposes of performing the Contract.
- ❖ Any document, other than the Contract itself, shall remain the property of SUD Life and shall be returned (in all copies) to SUD Life on completion of the Service Provider's performance under the Contract, if so required by SUD Life.

6.11 Continuity of business

SUD Life requires a vendor to present a plan that specifically addresses through what type of resources, how long and what load capacity will be available to ensure continued service in the event of a disaster. Participant/s shall provide details of the Disaster Recovery & Business Continuity Plan (BCP).

6.12 Disposition of responses

All materials submitted in response to this RFP shall become the property of SUD Life.

6.13 Termination

SUD Life can terminate the agreement without assigning any reasons by giving three months notice and is not liable to pay any penalty to the service provider on termination for any reasons

ANNEXURE – A
Requirements & Details (Brief)

SUD intends to get into a rate contract for **Projector with minimum 3 years onsite warranty** for its Offices & employee locations in India.

Potential Partners shall bid for “Outright Purchase Model”.

SUD reserves the right to alter the quantities specified in the tenders. SUD also reserves the right to delete one or more items from the list of items specified in tender and/or place the order to different vendors item wise as per evaluation criteria.

The bidders are requested to note the following:

- (i) Only One Make / Model, strictly conforming to the specifications or above as mentioned in the Tender should be quoted.
 - (ii) Total unit cost to SUD will be decided on the basis of unit cost of the Projector inclusive of initial installation.
 - (iii) The vendors should be capable of servicing across India. Matching presence with SUD Locations is an added criteria for technical evaluation. Refer our company’s website. Please fill up this & attach the hardcopy on the top of your technical response.
 - (iv) All standard (default) items / components and optional items / components, if any, should be separately and clearly mentioned. Detailed cost breakup should be furnished in the Price Schedule as per the format prescribed.
 - (v) Technical specifications of the equipment offered (against the requirements specified) as well as the Technical Details (in the prescribed format) should be furnished along with the Bid, for all the standard and optional items if any offered. Otherwise the offer would be treated as Non-responsive.
 - (vi) Detailed product brochures, catalogues, technical literature, system/reference manuals, instruction booklets and all supporting documentation (in the English language) **specific to the make/model(s) of the equipment (whether standard or optional) offered** should be submitted along with the offer. Otherwise the offer would be treated as Non-responsive.
 - (vii) Hard copies (in original) of as many – product brochures, catalogues, technical literature, system/reference manuals, instruction booklets, supporting documentation, installation and user manuals for all the components should be included in the offer.
 - (viii) All software supplied should be legal and licensed and supplied on standard CD-ROM media, with user documentation (English language versions).
 - (ix) Any deviation from the specifications in the products offered should be separately brought out explicitly, in the column provided for this purpose.
 - (x) SUD reserves the right to accept or reject in part or full, any or all the offers without assigning any reasons thereof.
- 1.** The proposal shall remain valid for **120 days** from the date of opening of Proposal and the rates of items finally selected shall remain valid for **one year** from the date of award of contract.

(Annexure – B)

TECHNICAL PRODUCT SPECIFICATIONS (Minimum)

Tech Spec	Required	Vendor Confirmation (Yes/No)	Vendor Remarks
Resolution	800*600		
Life of Lamp In Eco Mode (Hours)	10000		
Illumination	3300		
Minimum Image in Inch	76		
Input	SVGA/HDMI/VGA		
Warranty	3 Years Onsite		

TECHNICAL Evaluation (Basic)

- Technical Hardware & features with above given specifications, is the fundamental criteria to be 100% satisfied.
- The potential partner should be authorized to do business in this front & should not outsource this contract. OEM to participate through their authorised partners only.

TECHNICAL Evaluation (Minimum)

Sr. No.	Specifications	Details	Weightage
1	Road map for SUD Life in this regard		
2	Already associated with Recognized Clients in live contract, for any other identical engagement, serving PAN India		
3	Service Levels – Details of the turnaround time to supply devices, replace consumables and provide onsite support – Across SUD Locations Uniformly		
4	No. of years of experience in Projector Devices (both supply & service)		
5	Details of Clientele/ References – Provide a separate sheet having details of the references in India (Life Insurance clients ONLY).		
6	Turnover of the Company during the last 3 FYs		
7	Certifications – ISO, ITSM certified etc		

(Annexure C)

Terms and Conditions of Contract (TCC)

1. Definitions

1.1. In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Goods" means all of the equipment, machinery, and/or other materials, which the Supplier is required to supply to SUD;
- (b) "SUD" means the Star Union Dai-ichi Life Insurance Company Ltd.
- (c) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Purchase Contract;
- (d) "TCC" means the Terms and Conditions of Contract contained in this section;
- (e) "The Supplier" or "the Vendor" means the individual or firm supplying or intending to supply the Goods and Services under this Contract; and
- (f) "The Project Site" means corporate office/Head Office/various administrative offices of SUD.

2. Country of Origin

2.1 All goods and related services to be supplied under the Contract shall have their origin in eligible source countries, as per the prevailing Import Trade Control Regulations in India.

2.2 For purposes of this clause, "origin" means the place where the goods are produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

3. Standards

3.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

4. Use of Contract Documents and Information

4.1 The Supplier shall not, without SUD's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of SUD in connection therewith, to any person other than a person employed by the Supplier 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.

4.2 The Supplier shall not, without SUD's prior written consent, make use of any document or information enumerated in this document except for purposes of performing the Contract.

4.3 Any document, other than the Contract itself, shall remain the property of SUD and shall be returned (in all copies) to SUD on completion of the Supplier's performance under the Contract, if so required by SUD.

5. Patent Rights

5.1 The Supplier shall indemnify SUD against all third-party claims of infringement of license agreement, patent, trademark, or industrial design, intellectual property or copy rights etc. arising from use of the Goods or any part thereof in India.

6. Inspection and Quality Control Tests

6.1

- (i) SUD will test the equipment after completion of the installation and commissioning at the site of the installation (for site preparation, the Supplier should furnish all details to SUD sufficiently in advance so as to get the works completed before receipt of the equipment). Complete equipment and software should be supplied, installed and commissioned properly by the Supplier prior to commencement of performance tests;
- (ii) The acceptance test will be conducted by SUD / SUD's Consultants or any other person nominated by SUD, at its option. The acceptance will involve trouble-free operation for a period to be decided by SUD, but not exceeding seven consecutive days. There shall not be any additional charges for carrying out acceptance tests. No malfunction, partial or complete failure of any part of equipment or excessive heating of motors attached to Projector, drivers etc. or bugs in the software should occur. All the software should be complete, and no missing modules / sections will be allowed. The Supplier shall maintain necessary log in respect of the results of the tests to establish to the entire satisfaction of SUD, the successful completion of the test specified. An average uptime efficiency of 98% for the duration of test period shall be considered as satisfactory;
- (iii) Provided that SUD may, at its discretion, require the Supplier to devise and conduct the acceptance test, at his own cost, in the presence of SUD's representative(s) to establish to the satisfaction of SUD that the configuration/performance of the goods supplied are in conformity with the specifications laid down in the purchase contract.
- (iv) In the event of the equipment and software failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, SUD reserves the right to get the equipment replaced by the Supplier at no extra cost to SUD; and
- (v) Successful conduct and conclusion of the acceptance tests for the installed goods and equipment shall also be the sole responsibility and at the cost of the Supplier.

6.2 Should any inspected or tested Goods fail to conform to the Specifications, SUD 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 SUD.

6.3 Nothing stated hereinabove shall in any way release the Supplier from any warranty or other obligations under this Contract.

6.4 Manuals and Drawings

6.4.1 Before the goods and equipment are taken over by SUD, the Supplier shall supply operation and maintenance manuals together with drawings, wherever applicable, of the goods. The manuals and drawings shall be in English.

6.4.2 Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purpose of taking over, until such manuals and drawings have been supplied to SUD.

6.5 For the System & Other Software, the following will apply:

The Supplier shall provide complete and legal documentation of equipment, all subsystems, operating systems, compiler, system software and the other software. The Supplier shall also provide licensed software for all software products, whether developed by it or acquired from others. The Supplier shall also indemnify SUD against any levies/penalties on account of any default in this regard.

6.6 Acceptance Certificates:

6.6.1 On successful completion of acceptability test, receipt of deliverables, etc., and after SUD is satisfied with the working on the system, the acceptance certificate signed by the Supplier and the representative of SUD will be issued. The date on which such certificate is signed (unless otherwise provided for) shall be deemed to be the date of successful commissioning of the systems.

Training shall be conducted on the dates mutually agreed up on and within two months from the date of acceptance of supply.

7. Delivery and Documents

7.1 Delivery of the Goods shall be made by the Supplier **within 2 weeks (including holidays) from the date of purchase Order**. The following documents are required

- (i) 2 copies of Supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Delivery note or acknowledgement of receipt of goods from the Consignee or in case of goods from abroad, original and two copies of the negotiable, clean, on-board bill of lading marked freight prepaid and two copies of non-negotiable bill of lading;
- (iii) Packing list identifying contents of each package;

The above documents shall be received by SUD before arrival of Goods (except where it is handed over to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.

8. Insurance

8.1 The insurance shall be in an amount equal to 100 percent of the value of the Goods from "Warehouse to final destination" on "All Risks", procured by the supplier and will be valid for a period not less than 1 month after installation and commissioning and issue of acceptance certificate by SUD.

Should any loss or damage occur, the Supplier shall –

- (a) Initiate and pursue claim till settlement, and
- (b) Promptly make arrangements for repair and/or replacement of any damaged item/s irrespective of settlement of claim by the underwriters.

9. Transportation

9.1 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India, transport to such place of destination in India, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and the related costs shall be included in the Contract Price.

10. Incidental Services

10.1 The incidental services to be provided are as under:

- (a) Performance of on-site assembly and start-up of the supplied Projector and other software packages.
- (b) Furnishing of appropriate equipment, device drivers, system design and programming services required for development and/or maintenance of the supplied Goods; Even if the equipment is initially purchased for use with particular Operating Software(s), SUD may, at any future date, use the equipment with any other operating software and in such cases, the Supplier shall provide the device drivers required for the equipment components in order for them to function satisfactorily in the new operating environment. In the event of such device drivers not being available, the Supplier should substitute the equipment component with another with comparable performance and having device driver software for the proposed operating software.
- (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods and equipment;
- (d) Maintenance, repair and software updates of the supplied Goods for a period of five years including warranty period, provided, that this service shall not relieve the Supplier of any Warranty obligations under this Contract; and
- (e) Training of SUD's personnel at the Supplier's office or other facility, in the installation and operation of the Projector, utilities and all contracted software, as specified in TCC Clause 6.

11. Spare Parts

11.1 As specified in the TCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) Such spare parts as SUD may elect to purchase from the Supplier, provided, that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) In the event of termination of production of the spare parts:
 - (i) Advance notification to SUD of the pending termination, in sufficient time to permit SUD to procure needed requirements; and
 - (ii) Following such termination, furnishing at no cost to SUD, the blueprints, drawings, and specifications of the spare parts, if requested.
 - (iii) The vendor shall stock adequate spares as indented by SUD at their respective Offices to ensure a better uptime, at no cost to SUD.

12. Warranty

12.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in India.

12.2 The warranty period shall be minimum **3 years** from date of installation of the Goods. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with TCC Clause 6.

12.3 SUD shall promptly notify the Supplier in writing of any claims arising under this warranty / contract.

12.4 In case an equipment, peripheral or components are taken away for repairs, the vendor shall provide similar standby equipment so that the equipments can be put to use in the absence of the originals/replacements without disrupting SUD's regular work.

12.5 Upon receipt of such notice, the Supplier shall, with all reasonable speed, in any case not later than 2 days, repair or replace the defective goods or parts thereof, without cost to SUD.

12.6 If the Supplier having been notified, fails to remedy the defect(s) within 2 days from the of receipt of such notice , SUD may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which SUD may have against the Supplier under the Contract.

12.7 If during operation, the real Mean Time between Failures (MTBF) of any piece of equipment or component thereof does not prove to be within 70% (seventy percent) of the specified MTBF, the Supplier shall replace the unit of component with another new device at no cost to SUD.

12.8 Maintenance Service:

12.8.1 On-site maintenance services shall be provided by the Supplier during the period of warranty / contract. The vendor will enter into AMC/Maintenance agreement with SUD during the initial procurement process of equipments for such a period that support of vendor is available for a period of 5 years excluding warranty period. The AMC/Maintenance charges should be quoted separately in the commercial bid. The rate for Annual Maintenance Contract/Maintenance for the hardware & peripherals supplied is to be quoted in the commercials.

12.8.2 The maximum response time for a maintenance complaint (i.e. time required for Supplier's maintenance engineers to report to the installations after a request call / telegram / fax /e-mail is made or letter is written) shall not exceed 1 (One) hour from the receipt of such communication.

12.8.3 It is expected that the average downtime of an item will be less than half the maximum downtime (i.e. defined as number of days for which an item of equipment is not usable because of inability of the Supplier to repair it). In case an item is not usable beyond the stipulated maximum downtime the Supplier will be required to arrange for an immediate replacement of the same till it is repaired. Failure to arrange for the immediate repair / replacement will be liable for penalty as mentioned in **Brief Requirement Overview** section above. The amount of penalty will be recovered from the balance payable amount for goods supplied, during warranty and/or annual maintenance charges and/or by lodging a claim against the Supplier, as

the case may be. In the event of Balance Payable amount not sufficient to set off the liability of the Supplier under this head SUD shall be at liberty to proceed against the Supplier for recovery of the balance as may be advised.

13. Payment

Post-delivery and Installation invoice will accept. 45 days credit period.

14. Prices

Prices payable to the Supplier as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges etc.

15. Change Orders

15.1 SUD may, at any time, by a written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:

- (a) Specifications;
- (b) The method of shipment or packing;
- (c) The place of delivery; and/or
- (d) The Services to be provided by the Supplier.

15.2 If any such change causes an increase or decrease in the cost of, or the time required for the Suppliers performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within 7 days from the date of Suppliers receipt of SUDs changed order.

16. Delays in the Supplier's Performance

16.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by SUD.

16.2 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify SUD in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, SUD shall evaluate the situation and may, at its discretion, extend the Suppliers' time for performance, with or without liquidated damages, in which case, the extension shall be ratified by the parties by amendment of the Contract.

16.3 Except as provided in the above clause, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.

17. Liquidated Damages

17.1 If the Supplier fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract, SUD shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 5.00 percent per of the Purchase Order Value.

18. Taxes and Duties

18.1 The Supplier will be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc. in connection with delivery of products/equipments at site including incidental services and commissioning. However Sales Tax / VAT will be paid extra. Payment of Octroi, entry-tax, alone, if applicable, will be made at actual, on production of suitable evidence of payment by the Supplier.

18.2 Tax deduction at Source: Wherever the laws and regulations require deduction of such taxes at the source of payment, SUD shall effect such deductions from the payment due to the Supplier. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by SUD as per the laws and regulations in force. Nothing in the Contract shall relieve the Supplier from his responsibility to pay any tax that may be levied in India on income and profits made by the Supplier in respect of this contract.

19. Supplier Integrity:

19.1 The Supplier is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

20. Equipment & System Software Maintenance:

The Supplier will accomplish preventive and breakdown maintenance activities to ensure that all equipment execute without defect or interruption for at least 98% uptime for 24 hours a day, 7 days a week of operation of the machine, worked on a quarterly basis. If any critical component of the entire configuration is out of service for more than a day, the Supplier shall either immediately replace the defective unit or replace the same immediately at its own cost.

The Supplier will respond to a site visit and commence repair work on the equipment within two (2) hours of being notified of equipment malfunction. During warranty and later during AMC period, the Supplier will, in addition to attending the service calls as provided above, perform Preventive Maintenance once a quarter on a mutually convenient day. At the time of entering into AMC, Supplier will be required to sign an AMC contract as per the format decided by SUD.

21. Award Criteria The SUD will award the Contract to the successful Bidder, out of the Bidders who have responded to SUD's Invitation for Quotation, who has been determined to qualify to perform the Contract satisfactorily, and whose Bid has been determined to be substantially responsive, at the sole discretion of SUD.

22. Repeat Orders After a Purchase Contract is awarded to a Supplier, SUD may, at his discretion, award further Purchase Contracts to the same Supplier for all/some of the goods originally quoted by him at the same/reduced prices up to a period of two years from the date of the first Purchase Contract without calling for fresh quotations

23 .SUD's Right to Reject Any or All Bids SUD reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for SUD's action.

ANNEXURE – D

(To be kept in the Technical Proposal Envelope)

PROCESS COMPLIANCE STATEMENT

The following terms and conditions are deemed as accepted by you on participation.

1. You cannot change price or quantity or delivery terms (or any other terms that impact the price).
2. You cannot divulge either your Quotes or those of other suppliers to any other external party.
3. You agree to non-disclosure of trade information regarding the purchase, identity of buyer, process, documentation and other details.
4. In the event of your quote being selected by SUD Life and you subsequent default on your quote , you will be required to pay SUD Life an amount equal to the difference in your quote and the next selected by the buyer quote on one year’s quantum of purchase (indemnity clause).
5. SUD Life’s decision will be final and binding on you and will not necessarily be based on price. Though price is a very important factor of the decision-making.
6. Splitting of the award decision over a number of suppliers or over time (as in the case of staggered deliveries) will be at SUD Life’s discretion.
7. You agree to furnish the techno-commercial compliance statement as per the enclosed format along with this statement.

I agree to have read, to understand and agree to abide by this statement. I agree to the fact that the information provided by my organization constitutes a legal, binding quotation. My quote is considered firm and reflects Star Union Dai-ichi Life Insurance’s requirements stipulated in request for quotation (RFP).

Dated this day of 20....

(signature)

Duly authorized to sign Proposal for and on behalf of

(In the capacity of)

ANNEXURE- E

(To be kept in the Technical Proposal Envelope)

TECHNO-COMMERCIAL COMPLIANCE STATEMENT

Technical specifications/ commercial terms	Compliance (Yes/No)	Please indicate reasons in case of No and counter offer
Scope of Services		
Selection Process		
Award Decision		
Service & Penalty		
Payment Term		
Confidentiality		
Sub- Contracting		
Acceptance of Proposals		
Liability for Errors		
Acceptance of Terms		
Order Cancellation		
Force Majeure		
Inspection and Audit		
Use of Contract Documents and Information		
Continuity of business		
Disposition of responses		
Termination		

I understand and agree to the fact that above information constitutes a legal, binding quotation. My quote is considered firm and reflects Star Union Dai-ichi Life Insurance's requirements stipulated in request for quotation (RFP).

Dated this day of 20....

(signature)

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of

FORM 1
PROPOSAL FORM (PRICE PROPOSAL)
(To be kept in the Price Proposal Envelope)

Date :.....

To:

Executive Vice President (Finance)
Star Union Dai-ichi Life Insurance Company Limited
Central Procurement,
16th Floor, Raghuleela Arcade,
IT Park, Sector 30A,
Opp. Vashi Railway Station, Vashi,
Navi Mumbai – 400 703.

Gentlemen,

Re: Request for Proposal for Empanelling Potential Partner for Rate Contract of Projectors

Having examined the Proposal Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver Equipment/Software, in conformity with the said Proposal documents for the sum of..... *(Total Proposal amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to deliver, install and commission the system in accordance with the delivery schedule specified in **clause 7.1 of Annexure D**.

If our Proposal is accepted, we will obtain the guarantee of a bank for a sum equivalent to 10 percent of the Contract Price for the due performance of the Contract, in the form prescribed by SUD.

We agree to abide by the Proposal and the rates quoted therein for the orders awarded by SUD.

Until a formal contract is prepared and executed, this Proposal, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand that you are not bound to accept the lowest or any Proposal you may receive.

Dated this day of 20....

(signature)

Duly authorized to sign Proposal for and on behalf of

(in the capacity of)

Form 2

Price Schedule

Description	Year	Qty (Nos.)	Unit Price (INR)	Total Price (INR)
Projector - Set Price as per specifications in Annexure B	FY.19-20	21		
	FY.20-21	51		
Total (INR)				

- All prices quoted should be excluding applicable Taxes.
- The quantity is provided to ease vendor's to arrive at per unit cost
- The above numbers may vary (decrease/increase) basis business requirement
- Purchase Orders will be placed on actual business demand basis
- The proposed numbers may be required for either existing SUD Office or New Offices which may get commissioned in future.