बिड संख्या/Bid Number: GEM/2026/B/7937500
दिनांक /Dated: 20-08-2026

# बिड दस्तावेज़ / Bid Document

| बिड विवरण/Bid Details | |
|---|---|
| **बिड बंद होने की तारीख/समय /Bid End Date/Time** | 10-09-2026 11:00:00 |
| **बिड खुलने की तारीख/समय /Bid Opening Date/Time** | 10-09-2026 11:30:00 |
| **बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)** | 180 (Days) |
| **मंत्रालय/राज्य का नाम/Ministry/State Name** | Ministry Of Finance |
| **विभाग का नाम/Department Name** | Department Of Financial Services |
| **संगठन का नाम/Organisation Name** | United India Insurance Company Ltd |
| **कार्यालय का नाम/Office Name** | North |
| **शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal** | HOD Email id :sabnama@uiic.co.in<br>Buyer Email id: sudheersehgal@uiic.co.in |
| **वस्तु श्रेणी /Item Category** | Financial Advisory Services - Onsite; Tax Advisory |
| **अनुबंध अवधि /Contract Period** | 3 Year(s) |
| **बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)** | 500 Lakh (s) |
| **उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service** | 5 Year (s) |
| **टर्नओवर पात्रता मानदंड/Turnover eligibility criteria** | To be verified by the buyer at the time of technical evaluation |
| **एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover** | No |
| **स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover** | No |
| **विक्रेता से मांगे गए दस्तावेज़/Document required from seller** | Experience Criteria,Bidder Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC)<br>*In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer |

| बिड विवरण/Bid Details | |
|---|---|
| **क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?** | Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in) |
| **बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension** | 1 |
| **दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended** | 5 |
| **ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count** | 1 |
| **बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled** | No |
| **क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer** | Yes |
| **बिड का प्रकार/Type of Bid** | Two Packet Bid |
| **तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation** | 3 Days |
| **Payment Timelines** | Payments shall be made to the Seller within **45** days of issue of service delivery acceptance certificate (SDAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC) |
| **मूल्यांकन पद्धति/Evaluation Method** | Total value wise evaluation |

**ईएमडी विवरण/EMD Detail**

| | |
|---|---|
| एडवाईजरी बैंक/Advisory Bank | HDFC Bank |
| ईएमडी राशि/EMD Amount | 100000 |

**ईपीबीजी विवरण /ePBG Detail**

| | |
|---|---|
| आवश्यकता/Required | No |

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this

Policy.

(b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

(c).ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

**लाभार्थी /Beneficiary :**
CHIEF MANAGER
NORTH, Department of Financial Services, UNITED INDIA INSURANCE COMPANY LTD, Ministry of Finance
(Sudheer Kumar Sehgal)

बोली विभाजन लागू नहीं किया गया/Bid splitting not applied.

**एमआईआई अनुपालन/MII Compliance**

| | |
|---|---|
| एमआईआई अनुपालन/MII Compliance | Yes |

**ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details**

**This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.**

1. 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.
2. 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. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. 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, Past Performance and Project / Past 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 a 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.

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

**अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required**

**Number of years of experience as on date of which at least XX years should be in providing similar advisory services to Government departments, PSUs, PSBs, Municipalities and centrally funded institutions.:**5

**Number of XX qualified professionals in full time employment at senior level with experience in handling similar or relevant projects.:**3

**Scope of work to be uploaded by buyer:**1787143051.pdf

**This Bid is based on Quality & Cost Based Selection (QCBS) . The technical qualification parameters are :-**

| Parameter Name | Max Marks | Cutoff Marks | Qualification Methodology Document |
|---|---|---|---|
| TECHNICAL EVALUATION | 100 | 70 | View File |

**Total Minimum Qualifying Marks for Technical Score:** 70

**QCBS Weightage(Technical:Financial):**70:30

**Presentation Venue:**UIIC Head Office Chennai

## Financial Advisory Services - Onsite; Tax Advisory ( 1 )

### तकनीकी विशिष्टियाँ /Technical Specifications

| विवरण/ Specification | मूल्य/ Values |
|---|---|
| **कोर / Core** | |
| Deployment Location | Onsite |
| Category of financial advisory service | Tax Advisory |
| Sub-category of Financial Advisory Services | Filing GST , Compliance and Governance Needs , Tax Litigation Strategy |
| Financial Advisory Reports | Yes |
| Frequency of Progress Report | Monthly |
| Type of Professional/Resources required | Chartered accountant , GST expert , Financial Consultant , Tax expert |
| Qualification of Professional/Resources required | CA |
| Certification of Professional/Resources required | CA |
| Total Experience of Professionals / Resources (In years) | More than 10 Years |
| **एडऑन /Addon(s)** | |
| Post Financial Advisory Support | NA |

### क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

| | |
|---|---|
| क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer | No |

### इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

| जीएसटी पर इनपुट कर क्रेडिट /ITC on GST | जीएसटी उपकर कर क्रेडिट /ITC on GST Cess |
|---|---|
| 100% | 100% |

**अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**

**परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

| क्र.सं./S.No. | परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address | Quantity | अतिरिक्त आवश्यकता /Additional Requirement |
|---|---|---|---|---|
| 1 | Sudheer Kumar Sehgal | 600014,United India Insurance Co Ltd, Head Office, 24, Whites Road, Chennai - 600 014 | Project / Lumpsum Based | N/A |

## क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. **Generic**

   OPTION CLAUSE 25% : The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, the contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration.
   For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 25 percent with the consent of the service provider

2. **Buyer Added Bid Specific ATC**

   Buyer uploaded ATC document Click here to view the file.

## अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers’ controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers’ Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be

determined and redressed by the concerned Buyer Organisation only.

8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

**All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.**

**The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:**

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

**All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.**

**This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.**

**However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.**

This Bid is governed by the सामान्य नियम और शर्तें/General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला

सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**---धन्यवाद/Thank You---**

# REQUEST FOR PROPOSAL (RFP)
# FOR APPOINTMENT OF INDIRECT TAX CONSULTANT
# FOR
# PROVIDING END TO END SOLUTION AND SERVICES FOR INDIRECT TAX COMPLIANCE

RFP REFERENCE NO: UIIC/CFAC/GST/01/2026-27 DATED: 20.08.2026

युनाइटेड इंडिया
UNITED INDIA

UNITED INDIA INSURANCE COMPANY LIMITED
CFAC DEPARTMENT
HEAD OFFICE
24, WHITES ROAD. ROYAPETTAH, CHENNAI, 600014
PHONE: 044-28575305

E-MAIL: cfac_gst@uiic.co.in
WEBSITE- www.uiic.co.in

## Disclaimer

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The information contained in this Request for Proposal Document (RFP Document/Bid Document) or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of UIIC is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which information is provided.

This RFP Document is not an agreement and is not an offer or invitation by UIIC to any party/parties other than the applicants who are qualified to submit the bids ("Bidders"). The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP document does not claim to contain all the information each bidder may require. Each bidder should conduct its own independent investigation and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP document and wherever necessary obtain independent information.

UIIC and its employees make no representations or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP document. The information contained in this RFP document is selective and UIIC may in its absolute discretion, but without being under any obligation to do so, update, modify, amend or supplement the information in this RFP Document.

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

The UIIC also accepts no liability of any nature whether from negligence or otherwise, however arising from reliance of any bidder upon the statements contained in this RFP.

The issue of the RFP does not imply that the UIIC is bound to select a bidder or to appoint the selected bidder, as the case may be, for the project and the Company reserves the right to reject all or any of the bidder or bids without assigning any reason whatsoever and without being liable to any loss that bidder might suffer due to such reason.

The decision of UIIC shall be final, conclusive and binding on all parties/bidders directly or indirectly.

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**Table of Annexures**

## 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 plus Operating Offices and claim hubs 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 objective of this Request for Proposal (RFP) is to appoint a competent, experienced and professionally qualified service provider to provide an integrated, secure and technology-driven end-to-end Indirect Tax Compliance Solution to United India Insurance Company Limited (UIIC). The selected bidder shall provide comprehensive consultancy services, GST GSP/ASP solution for all GST registration of the company, technical support and litigation assistance to ensure timely, accurate and efficient compliance with all applicable provisions of the Central Goods and Services Tax Act, State Goods and Services Tax Acts, Integrated Goods and Services Tax Act, Union Territory Goods and Services Tax Act and Service Tax provisions (wherever applicable), Rules, Notifications, Circulars, Orders and any amendments issued by the Government from time to time.

The broad objectives of this assignment are as follows:

- To provide end-to-end Indirect Tax consultancy, advisory and compliance support for all GST registrations of the Company.
- To provide a robust, secure and scalable GST GSP/ASP solution for automation of GST compliance processes with seamless integration with the Company's ERP and other internal applications.
- To facilitate timely preparation, validation, filing and reconciliation of all GST returns and statutory reports while ensuring compliance with applicable legal provisions.
- To implement a comprehensive Input Tax Credit (ITC) reconciliation and management solution for maximizing eligible ITC, identifying mismatches, preventing ineligible claims and ensuring optimum tax compliance.
- To establish a centralized GST Notice Management System for monitoring, tracking, workflow management, documentation, reporting and timely disposal of notices, audit observations, investigations, personal hearings, appeals and litigation matters.
- To provide professional representation and litigation support before GST AND ST authorities, appellate authorities, tribunals and other judicial forums, wherever required by the Company.
- To provide continuous advisory services on amendments in GST laws, judicial pronouncements, notifications, circulars and policy changes and assist the Company in implementing such changes without disruption to business operations.
- To improve the Company's overall GST compliance framework by identifying compliance gaps, process deficiencies and control weaknesses and recommending suitable corrective measures and best practices.
- To provide analytical dashboards, MIS reports, exception reports and compliance monitoring tools for effective decision making by Management.
- To facilitate automated communication, reconciliation and follow-up with vendors for timely correction of mismatches affecting Input Tax Credit.
- To ensure complete data integrity, confidentiality and security through role-based access control, audit trails, encryption, vulnerability management, periodic software updates and compliance with applicable cybersecurity standards.

- To provide continuous technical support, software maintenance, customization, version upgrades, bug fixes, integration support and deployment of statutory changes during the contract period without disruption to business operations.
- To assist the Company in maintaining complete documentation, audit trails and statutory records necessary for GST audits, departmental assessments, CAG audits and any other regulatory reviews.
- To ensure availability of a future-ready, scalable and configurable solution capable of supporting changes in GST laws, business processes, technology platforms and statutory reporting requirements during the contract period.

The objective of this Request for Proposal (RFP) is to invite bids from experienced and reputed tax consultant firms having requisite technical expertise. The Consultant shall ensure that the overall compliance framework of the Company is strengthened, risks are minimized, and statutory obligations are met efficiently and effectively.

**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 providing consultancy services relating to GST and Service Tax compliance. 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 |
| **Vendor/Bidder** | A company/firm/LLP, which participate in the tender and submits its proposal. |
| **Successful Bidder** | A company/firm/LLP, which, after the complete evaluation process, gets the Letter of Acceptance. |
| **Letter of Acceptance/ LoA** | A signed letter by the company stating its intention to award the work mentioned in RFP including total contract value. |
| **GST** | Goods and Services Tax |
| **ST** | Services Tax |
| **IDT** | Indirect Tax (GST and Service Tax) |
| **Partner** | "Partner" means a professional sharing profit/(loss) in any firm/LLP as defined under Partnership Act, 1932 and/or Limited Liability Partnership Act, 2008. |

| | |
|---|---|
| **Director** | "Director" means whole time director of a Private Limited Company, the Company which is incorporated for the purpose of providing solutions for GST and Service Tax Compliance. |
| **Personnel/ Professional** | "Personnel/ Professional" means full time staff with minimum qualification of Chartered Accountant as per The Chartered Accountants Act, 1949 and on the payroll of the bidder. |
| **Terms of Reference/Deliverables** | "Terms of Reference/Deliverables" means the scope of work, activities and task to be performed by the consultant pursuant to the contract. |
| **RFP** | Request for Proposal |
| **SOW** | Scope of Work |
| **SOPs** | Standard Operating Procedures |
| **T&C** | Terms and Conditions. |

## 3. BID SCHEDULE

| Sl No. | Description | Details |
|---|---|---|
| 1. | Name of the Tender | APPOINTMENT OF INDIRECT TAX CONSULTANT FOR PROVIDING END TO END SOLUTION AND SERVICES FOR INDIRECT TAX COMPLIANCE |
| 2. | Tender RFP NO | UIIC/CFAC/GST/01/2026-27 |
| 3. | Tender Release Date | 20.08.2026 |
| 4. | Last date for queries through email cfac_gst@uiic.co.in | 09.09.2026 |
| 5. | Last date for bid submission | 10.09.2026 |
| 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 | Rs. 1,00,000 /- (Rupees One Lakh only) |
| 8. | Email address for communication | **cfac_gst@uiic.co.in** |

## 4. EARNEST MONEY DEPOSIT (E.M.D)

4.1. The intending bidders shall submit an EMD of Rs. 1,00,000 /- (Rupees One Lakh only).

4.2. The EMD will not carry any interest.

4.3. The electronic credit should be affected positively at least two days prior to the tender submission date.

4.4. The bidders who have submitted proof for exemption of EMD has to submit Bid Security Declaration as per Annexure 14.

4.5. 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 | **HDFC0000004** |
| Account No. | **00040350000688** |
| Bank Details | **HDFC Bank, ITC Centre - Chennai** |
| Remarks | **UIIC GST AND SERVICE TAX-RFP** |

## 5. FORFEITURE OF E.M.D:

The EMD paid by the bidder will be forfeited if:

5.1. The bidder withdraws the tender after acceptance.

5.2. The bidder withdraws the tender before the expiry of the validity period of the tender.

5.3. The bidder violates any of the provisions of the terms and conditions of this tender specification.

## 6. REFUND OF E.M.D:

6.1. EMD will be refunded to the successful bidder upon signing the contract and furnishing the performance bank guarantee.

6.2. In case of unsuccessful bidders, the EMD will be refunded to them after intimation is sent to them about rejection of their tenders.

## 7. INSTRUCTIONS / GUIDELINES TO BIDDERS:

7.1. The UNITED INDIA INSURANCE COMPANY LIMITED. invites bids for providing consultancy services for GST AND SERVICE TAX compliance.

7.2. Tender Bidding Methodology: **As per Gem Portal.** (https://gem.gov.in/).

7.3. The bidding process is completely online. Bidders are requested to submit all scanned documents on Gem Portal as detailed in this RFP.

7.4. Bidders shall not upload or disclose any commercial/financial bid information in the Technical Bid section of the GeM Portal. Any such disclosure may lead to disqualification of the bid as per the tender conditions.

7.5. The bidders should mandatorily upload below mentioned documents which are DIGITALLY SIGNED in the respective sections as per the annexures.

### A. ELIGIBILITY BID DOCUMENTS (ONLINE SUBMISSION - SCANNED DOCUMENTS):

1. Offer Covering Letter as per **Annexure 1**.
2. Details of Support centres across India (State wise), if any.
3. Non- Disclosure Undertaking from the bidder on their company's letter head as per **Annexure 5**.
4. Undertaking regarding non-blacklisting / non-pending disciplinary proceedings as per **Annexure 6**.

5. Letter of Undertaking for Abiding the Terms and Condition as per **Annexure 7**.
6. Restriction of purchase from countries sharing land border with India as per **Annexure 8**.
7. Eligibility Criteria Declaration Form as per **Annexure 12**. All supporting documents as detailed in Annexure 12.
8. Bid Security Declaration as per **Annexure 14**.
9. Bid Submission Check List as per **Annexure 15**.
10. Copy of this RFP duly signed and stamped as token of acceptance of all the terms and conditions of this tender.

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

1. Proposal Form **Annexure 2.**
2. Profile of Partners / Members as per **Annexure 9**.
3. Authorization Letter Format as per **Annexure 10**.
4. Technical Bid as per **Annexure 11**.

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

1. Commercial offer to be submitted as per **Annexure 3**.
2. Commercial Bid to be submitted as per **Annexure 4**.

## 8. THE TENDER OFFER:

8.1 The tender submission/evaluation process is completely online. Bidders should ensure submission of all relevant documents, and completion of e-tendering process before the due date as mentioned in this RFP.

8.2 Online tender submission gets disabled after tender submission due date and time.

8.3 Bidders are advised to submit online documents well before the due date to avoid any unforeseen circumstances.

8.4 Bids would be opened by the Committee constituted by the Company.

## 9. COMPANY'S RIGHTS:

9.1 Accept / Reject any of the Tenders.

9.2 Revise the services required at the time of placing the order.

9.3 Add, Modify, Relax or waive any of the conditions stipulated in the tender specification wherever deemed necessary.

9.4 Reject any or all the tenders without assigning any reason thereof.

9.5 Award the contract to successful bidder for the services covered under this tender.

9.6 Seek clarifications from the prospective bidders for the purpose of finalizing the tender.

## 10. REJECTION OF TENDERS:

The tender is liable to be rejected inter alia:

10.1 If it is not in conformity with the instructions mentioned herein,

10.2 If it is not properly signed by the bidder,

10.3 If it is received after the expiry of the due date and time,

10.4 If it is evasive or incomplete including non-furnishing the required documents.

10.5 If it is quoted for period less than the validity of tender.

10.6 If it is received from any blacklisted bidder or whose past experience is not satisfactory.

a. If all documents as detailed in the RFP are not submitted on time.

10.8 Any other criteria not fulfilled as per the terms and conditions of the tender document.

## 11. VALIDITY OF TENDERS:

Tenders should be valid for acceptance for a period of at least **180 (One Hundred and Eighty)** days from **the last date of tender submission**. Offers with lesser validity period would be rejected. Any decision in this regard by UIIC shall be final and binding on the bidder.

## 12. PROCEDURE FOR PROCESSING THE TENDER DOCUMENT:

12.1. Tender Bidding Methodology: as per GeM portal.

12.2. The bids would be opened by the Committee constituted by the Company.

12.3. Failure to submit any documents under any of the two sections could lead to rejection of bids.

12.4. The Committee will open the commercial bids of those bidders who qualify the minimum eligibility cum technical requirements (Eligibility cum Technical Bid). The date & time of opening the Commercial Bids would be intimated to the qualified bidders.

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

## 13. GENERAL TERMS:

13.1 The successful bidder shall sign the agreement (**Annexure 17**) within 15 working days from the date of issue of Letter of Acceptance (LOA) from UIIC.

13.2 The agreement shall be in force for a period of 3 years, with an option to extend the engagement for a further period of two (2) years on the same terms and conditions, at the discretion of the company, from the date of agreement.

13.3 The offer containing erasures or alterations will not be considered. There shall be no handwritten material, corrections or alterations in the offer.

13.4 Addendum/Amendments/Corrigendum, if any, will be communicated through GeM Portal only. UIIC reserves the right to cancel the tender at any time without incurring any penalty or financial obligation to any bidder.

13.5 The Company reserves the right to revise or modify the scope and nature of the work, if necessary, in case of any change in the applicable laws and regulatory requirements during the contract validity period.

13.6 UIIC is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, Government of India. The policy details are available on the website www.dcmsme.gov.in.

13.7 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.

13.8 Though MSMEs are eligible for certain benefits under Government procurement policies but considering the specialized, statutory and sensitive nature of the work, adequate experience and financial capacity are essential to ensure accurate and timely compliance of law and regulations, the Company reserve the right to not provide the exemption to anyone related to minimum turnover and prior experience.

## 14. CONTRACT / AGREEMENT:

14.1. The contract/agreement between the Bidder and the Buyer will be signed in accordance with all the terms and conditions mentioned in this tender document.

14.2. The successful bidder has to furnish two copies of the contract/agreement (as per Annexure 17) in a Rs. 100/- stamp paper, with all the above terms and conditions mentioned including the commercials.

14.3. The successful bidder has to furnish the Non-Disclosure agreement (as per Annexure 18) in a Rs. 100/- stamp paper, with all the terms and conditions mentioned in the annexure.

14.4. 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 working days from the receipt of LOA.

14.5. The failure, delay or evasion on the part of the successful bidder to execute the Agreement/Contract within the period mentioned will result in expiry of the validity of the bid. In such a case the Earnest Money deposited by the successful bidder/Consultant shall be forfeited by the company without further notice to the successful bidder/ consultant.

14.6. The failure, delay or evasion on the part of the successful bidder/ consultant to commence project within 15 working days from the date of execution of the Agreement/Contract will result in termination of the Agreement/ contract.

14.7. In case of termination of the Agreement/Contract on account of failure, delay or evasion on the part of the successful bidder/ consultant to commence the project within 15 working days from the date of execution of the agreement, in addition to the termination of the contract, UIIC shall have the absolute right to adjust the said amount against EMD towards loss and damage suffered by the company.

## 15. PERFORMANCE GUARANTEE BY SUCCESSFUL BIDDER:

On receipt of the order of appointment, the successful bidder has to submit a Performance Bank Guarantee in the format prescribed by the company for an amount equivalent to 25% of the order, within 7 working days, from the date of acceptance which may be extended with mutual consultation. However, if at any stage it is found that there has been considerable delay in disposing the matters and maintaining the specific timelines, the company shall deduct the 5% of the fee payable as penalty.

## 16. PRICE:

16.1. The bidders should quote the base price in INR (Indian Rupees) per contract basis only. GST/taxes alone will be paid at actuals.

16.2. The price shall be inclusive of all services mentioned in scope of work and any incidental works, if any.

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

## 17. COMPANY'S COMMITMENT:

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.

## 18. 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.

The bid shall be in A4 size papers, numbered with index, highlighted with technical specification details, shall be signed by the Bidder or a person duly authorized to bind the Bidder to the Contract and uploaded accordingly.

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: Include additional information which will be essential for better understanding of the proposal. This might include diagrams, excerpts from manuals, or other explanatory documentation, which would clarify and/or substantiate the bid. Any material included here should be specifically referenced elsewhere in the bid.

GLOSSARY: Provide a glossary of all abbreviations, acronyms, and technical terms used to describe the services or products proposed. This glossary should be provided even if these terms are described or defined at their first use in the bid response.

## 19. PUBLICITY:

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

## 20. ROYALTIES AND PATENTS:

All royalties, patent rights, license fees, or any other charges for the use or infringement of intellectual property involved in the execution of the contract shall be borne by the bidder and shall be deemed to be included in the quoted price. The bidder shall be solely responsible for any claims arising out of such use or infringement and shall indemnify and keep the Company fully indemnified against all such claims, liabilities, losses, or expenses.

## 21. INDEMNIFICATION:

21.1 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.

21.2 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.

a) a gross negligence and/or wilful default of the Bidder, its employees, its agents, security analysts, consultants, advisors or employees of the consortium in the performance of the services provided by this contract.

b) breach of any of the terms of this tender document or breach of any representation or warranty by the Bidder.

c) use of the deliverables and or services provided by the Bidder.

d) 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.

21.3 The Bidder shall indemnify and keep UIIC indemnified against any loss or damage to UIIC's premises, property, or assets caused due to any act, omission, negligence, misconduct, or default of the Bidder or its employees, agents, or representatives.

21.4 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 at all points of time.

21.5 The Bidder has sole control of Defence and all related settlement negotiations

21.6 UIIC provides the Bidder with the assistance, information and authority reasonably necessary to perform the above, and
21.7 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.

## 22. LIQUIDATED DAMAGES:

The liquidated damage is an estimate of the loss or damage that UIIC may have suffered due to delay in performance or non-performance of any or all the obligations (under the terms and conditions) while rendering of services mentioned in SOW and the Bidder shall be liable to pay UIIC a fixed amount for each day of delay / non-performance of the obligations by way of liquidated damages. Such liquidated damages shall be limited to the amount paid to Bidder during the warranty period.

Liquidated damages are not applicable for reasons attributable to UIIC and Force Majeure. However, it is the responsibility/onus of the Bidder to prove that the delay is attributed to UIIC and Force Majeure. The Bidder shall submit the proof authenticated by the Bidder and UIIC's official that the delay is attributed to UIIC and Force Majeure along with the bills requesting payment.

The limit of liability is limited to the total value of contract value.

## 23. INSOLVENCY:

The Company may terminate the contract by giving written notice to the vendor without compensation, if the vendor 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. 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, the parties shall hold consultations with each other in an endeavour to find a solution to the problem. Notwithstanding the above, the decision of UIIC shall be final and binding on the Bidder.

## 25. DISPUTE RESOLUTION:

a. The bids and any contract resulting there from shall be governed by and construed according to the Indian Laws.

b. 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 vendor's representative.

c. 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:

- All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to two arbitrators: one arbitrator to be nominated by UIIC and the other to be nominated by the bidder.
- In the case of the said arbitrators not agreeing, then the matter will be referred to an umpire to be appointed by the arbitrators in writing before proceeding with the reference.
- The award of the arbitrators, and in the event of their not agreeing, the award of the Umpire appointed by them shall be final and binding on both the parties.
- The Arbitration and Reconciliation Act 1996 as amended by Act of 2015 shall apply to the arbitration proceedings and the venue & jurisdiction of the arbitration shall be Chennai.
- The language of arbitration shall be **English**.
- Work under the contract shall be continued by the vendor 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 vendor 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.

## 26. WAIVER:

26.1 No failure or delay by either party in exercising any right, power, privilege, or remedy under this tender or the subsequent agreement shall operate as a waiver of such right, power, privilege, or remedy.

26.2 Any such failure or delay shall also not be treated as a waiver of any preceding or subsequent breach by the other party.

26.3 The exercise of any right, power, privilege, or remedy by either party, whether in whole or in part, shall not prevent the further exercise of the same or any other right, power, privilege, or remedy available under this tender or the subsequent agreement.

26.4 The rights and remedies available under this tender and the subsequent agreement shall be cumulative and in addition to, and not exclusive of, any other rights or remedies available under applicable law or in equity.

26.5 Any waiver, amendment, or modification of the terms of this tender or the subsequent agreement shall be valid only if it is made in writing and duly signed by the party against whom such waiver, amendment, or modification is sought to be enforced.

## 27. TERMINATION:

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

## 28. SCOPE OF WORK:

The objective of this assignment is to work with UIIC in an advisory capacity to assist in preparation and submission of all returns for periods covered under the contract to be filed under GST, intimating about the changes in GST Act notification, circulars, provide requisite support to UIIC regarding ongoing cases of both GST AND ST and to make the Company fully compliant with GST.

**Item A- INDIRECT TAX Compliance and Advisory Services**
**Item B- Input Tax Credit Compliance**
**Item C- GST notice management Dashboard**
**Item D- Services with regard to Appeal preparation and Representation**
**Item E- GST GSP/ASP software Services**

The detailed scope of work is as under-

### A- INDIRECT TAX Compliance and Advisory Services

- Assistance and advise to UIIC for determination of Input to be availed and reversal to be made on monthly basis.
- To Assist in meeting all aspects relation to any future statutory requirement introduced by Government of India for compliance of GST Act.
- Preparation, validation and filing of all GST return, reconciliation, refunds and statutory compliance.
- To advise and assist in implementation and compliance of any amendment to the GST Act/Rules, notifications and circulars issued from time to time.
- To review and suggest overall improvement in regulatory compliance, if considered necessary.
- To assist UIIC in reconciliation of revenue/ expense as per books and returns including reconciliation of GSTR 2A/2B or any input credit report in the portal by whatever name called with the purchase ledger of UIIC.
- Provide verbal and written opinions / clarifications and certification on all INDIRECT TAX matters on specific request by any office / department of UIIC
- Guidance/assistance on various circulars and other notifications in respect of GST and related matters issued by the Government from time to time.
- Assistance in respect of changes required in our IT system for compliance of GST provisions
- Assistance in development of suitable MIS for full compliance with GST laws/rules/notifications and other instructions/circulars issued by the Government from time to time.
- Handling GST Audit queries on behalf of UIIC. UIIC will provide data and necessary assistance.
- Monitoring and attending of pending notices/SCNs/Order in GST portal & preparation of reply within due dates. The reply to be submitted has to be shared at least 3 working days before the due date.
- GST Audit and investigation, consultant has to coordinate with all nodal offices of UIIC in smooth completion.
- To coordinate with all nodal offices of UIIC in smooth completion of the personal hearings.
- To advise, review and assist in fulfilling the statutory compliances on various GST issues related to UIIC.
- Has to provide opinions on amendments in GST provision, clarifications on circulars

issued by CBIC from time to time.

- Assistance in resolving queries from customers/clients relating to non-reflection of their Input credit filed by UIIC.
- Verification of GST annual return, provide necessary assistance in filing annual returns in time and certification of Profit and Loss Account, Balance Sheet of respective state/s.
- Consultant has to coordinate with IND AS consultant related to GST issues, while implementing the IND AS.
- The consultant shall provide complete end to end support including maintenance, migration, amendments etc. of all GST registration of the company across India.
- To conduct periodic training, workshop and share the SOPs, manuals, FAQ, etc.
- Any other ancillary work related to INDIRECT TAX.

**B- Input Tax Credit Compliance**

- Providing a solution for auto-reconciliation (including monthly and annual reconciliation) between the Purchase Register and GSTR-2A/2B/6A using software to identify matched, mismatched, and partially matched invoices for claiming Input Tax Credit (ITC) in GST returns, with reasons for each exception, including for past years, as per GST laws.
- Analysis of the Company's Purchase Register to determine whether GST has been correctly booked under the Forward Charge Mechanism (FCM) or Reverse Charge Mechanism (RCM), including the applicable tax rate, SAC, etc., as per GST laws.
- Analysis of the Company's Purchase Register to identify cases where eligible ITC was not claimed or ITC was wrongly claimed, as per GST laws.
- Submission of a report based on the reconciliation between GSTR-2A/2B/6A and GSTR-3B, along with the study/analysis of the Company's Purchase Register on a monthly basis.
- The solution should be capable of generating Purchase Register matching with GST returns, a state-wise ledger view, and tax credit utilization reports. The solution should also be capable of generating state-wise input tax credit ledgers and other ledgers as required under GST laws.
- Emailing/contacting vendors, non-filer vendors, and branches regarding mismatches or partially matched cases, failures/mistakes in either ITC claims and/or the Reverse Charge Mechanism, and following up for corrective action.
- Providing incremental data filed by vendors, drawn from GSTR-2A/2B or any other report, on a daily basis.
- Claiming Input Tax Credit in GST returns as per GST laws and the Purchase Register, on a monthly/annual basis, ensuring reconciliation with the GST returns.
- Guiding the officials of the Company on the capture, accounting, and maintenance of ITC records, bills, invoices, etc., for optimum availment and utilization of ITC.
- The Consultant shall assist the Company in identifying expenses where cross-charging between branches may be involved and provide guidance on the basis for such cross-charging, along with the accounting entries to be passed in this regard.
- Providing opinions to the Company on the valuation and availment of Input Tax Credit on various input services and inputs availed by the Company.

**C. GST notice management dashboard:**

- Centralized dashboard for monitoring GST notices across all GST registrations across India with real-time MIS including ageing, exceptional reporting and management analytics.
- State wise and centralized dashboard showing compliance, filing status, ITC, refunds, litigation etc.

- End-to-end notice lifecycle management including registration, assignment, workflow, approval and closure.
- Document management for notices, replies, orders, appeal documents and supporting records.
- Automated alerts, reminders and notifications for due dates, hearings, appeals and pending actions.
- Advanced search, filtering, customizable reports and export facilities in standard formats.
- Role-based user management, audit trails, security controls and configurable workflows.
- Dashboard for monitoring demands, appeals, personal hearings, compliance status and performance indicators.

**D. with regard to Appeal Preparation and Representation**:

- Drafting and replying to various letters, enquiries and demand cum show-cause notices received by the company in relation to GST and Service Tax related matters including ITC, provide draft reply along with annexures at least 3 working days before the due date.
- Review of GST and Service Tax orders received by the company and guidance on further steps to be taken.
- Drafting and filing the appeals in all GST and Service Tax related cases before all the Appellate authorities on behalf of the company, provide draft appeals along with annexures at least 20 working days before the due date.
- Represent the company before the GST/ST authorities (including appellate authorities/tribunal) in connection with the assessment proceedings including personal hearing and appeal hearing.
- Provide opinion / draft replies on the issues raised in various Audits conducted by various Regulatory Authorities.
- Drafting case for opinion for obtaining advice from senior legal counsels who are not in company's panel.
- Advising in cases where refund becomes due, drafting and filing of refund applications, maintaining case files of refund cases and taking necessary steps to complete the refund process.
- Review of Tax orders passed by the High Court or Supreme Court for various assessment years and guidance on further steps to be taken.
- Providing guidance to the company on further course of action on any matter related to any type of notice/ order issued by any GST/ Service Tax authority.
- Litigation management for all types of Notices/ Audit/ Inquiry/ Orders/ Appeals of GST and Service tax.
- Keeping track, maintaining repository of replies/ any communication submitted to tax authorities, maintaining due date diary and downloading of all cases/ notices/ orders issued related to GST on daily basis, updating the work/ progress (step by step) on daily basis and providing its reports to the company. Further, conduct review meeting with the company (at least once in a week) for discussing all pending assessment/ litigations.

**E. GST GSP/ASP software Services**

- The GSP/ASP software should have multiple user and multiple login feature in respect of all GSTINs of UIIC.
- The GSP/ASP software should have API based real time GSTN validation.

- The GSP/ASP should have customized role based configurable authorization which can be changed (New users added/ Old users deactivated) in the system whenever deemed necessary
- Masters and Dashboard facilities should be enabled giving users value added MIS reports in user friendly formats
- The GSP/ASP software should be capable of:
  a. Two-way integration and migration with the ERP of UIIC (all the relevant systems of UIIC) to enable flow of data from ERP of UIIC (all the relevant systems of UIIC) to software of GSP/ASP and vice versa. (The integration to be done in such a way that the software/application should extract the GST data from UIIC ERP, validate the same, record errors and exceptions, correct the data as per logic given by UIIC and upload the same in GST portal till the stage where GST return is ready to be filed with DSC/EVC. Further after filing of GST returns, the software/application should import the filed ARN along with filed document in UIIC ERP through reverse feed.)
  b. Being customised to receive and send data as per the templates required by UIIC.
  c. Being updated to ensure compliance with any changes/amendments in GST laws as and when applicable.
  d. Computing/calculating at least Gross tax liability, Eligible Input Tax Credit (hereinafter referred as ITC), Net tax liability to be adjusted against ITC and Net tax liability to be paid in cash as per extant provisions of GST law.
  e. Filing all statutory returns applicable and liable to be filed by UIIC under GST Law within the time limits prescribed.
  f. Downloading GSTR 2A/2B/6A at PAN level or GSTIN level for any period (both historical and current).
  g. Auto scheduling of invoice wise reconciliation of ITC on inward supplies with GSTR 2A/2B/6A and Sync back the reconciliation results along with ITC claims status to UIIC ERP.
  h. Bifurcating the UIIC inward supply register into atleast the following categories based on the ITC availed in GSTR 3B a. ITC claimed b. ITC pending
  i. Generating period-wise and invoice-wise ITC register corresponding with the ITC claimed in GSTR-3B.
  j. Uploading atleast 10 lakh invoices per month per GSTIN
  k. Providing IRN number and IRN generation date at invoice level
  l. Providing effective date of cancellation of supplier GSTIN at invoice level
  m. Verifying the authenticity of GSTINs and sync back the result of such verification to UIIC ERP.
  n. The software should support online integration using Application Programming Interface (API) and Web services mechanism.
  o. Automated two-way communication with Vendors through emails / SMS for missing/mismatched Input credits. The automated communication should be capable of being customised for periodicity and content of communication.
- The GSP/ASP software should be able to bifurcate and categorise ITC reconciliation into at least the following categories
  a. **Exact Match** – where all particulars of invoices in UIIC register and corresponding entry in GSTR 2A/2B/6A matches in all respects
  b. **Suggested Match** - where particulars of invoices in UIIC register and corresponding entry in GSTR 2A/2B/6A matches in few but not all respects and the parameters based on which match is suggested.
  c. **Mismatch** - where particulars of invoices in UIIC register and corresponding entry in GSTR 2A/2B/6A does not match in any respect.

d. **Missing in 2A/2B/6A** - where invoices reflected in UIIC register is not appearing in GSTR 2A/2B/6A

e. **Missing in inward supply register** - where invoices reflected in GSTR 2A/2B/6A is not appearing in UIIC register

- The GSP/ASP software/dedicated resource should be capable of generating MIS Reports in respect of at least the following.
  a. GSTR – 1 (Both for the month and cumulative with rate wise breakup GSTR1 filed)
  b. GSTR – 3B (Both for the month and cumulative)
  c. GSTR – 6 (Both for the month and cumulative)
  d. GSTR – 9
  e. GSTR – 9C
  f. Cash Ledger, Credit Ledger and Liability Ledger
  g. ITC register giving breakup of ITC availed, ITC utilised and ITC reversed (Both for the month and cumulative).
  h. Outward liability register (Both for the month and cumulative)
  i. Period-wise comparison reports of Outward liability / Reverse charge liability / Input Tax Credit availed / Input tax credit utilised / liability paid in Cash. The period for which report is required should be customisable.
  j. Period-wise comparison of Reverse charge liability declared in returns and ITC of reverse charge payment claimed in returns. The period for which report is required should be customisable.
  k. Period-wise and GSTIN/PAN-wise details of invoices of any GSTIN uploaded in GSTR-1. The period for which report is required should be customisable.
  l. Period-wise and GSTIN/PAN-wise details of invoices of any GSTIN availed as ITC in GSTR-3B. The period for which report is required should be customisable.
  m. Period-wise reconciliation of transactions between 'Distinct Entities' (as defined in GST Act) of UIIC uploaded in GSTR-1 and corresponding input credit claimed in GSTR-3B. The period for which report is required should be customisable.
  n. Detailed and period-wise reports of ITC reconciliation in respect of each of the categories Exact Match, Suggested Match, Mismatch, missing in 2A/2B/6A, missing in inward supply Register and time barred ITC as mentioned in point no 5. The report should also provide the reason for bifurcation of each category. The period for which report is required should be customisable.
  o. Detailed and period-wise reports of ITC availed in GSTR-3B in respect of each of the category's ITC claimed and ITC pending. The report should also provide the reason for bifurcation of each category. The period for which report is required should be customisable.
  p. Ageing reports providing GSTIN-wise details of Vendors in respect of ITC due to UIIC uploaded by them. The report should be customisable for period and GSTIN of vendor.
- All patch update and patch management of Software modules has to be deployed by the selected Bidder after obtaining approval from the Company.
- All updates and upgrades of OS and DB has to be done by the selected Bidder without any extra cost to the Company during contract period.
- Any customization requiring onsite debugging or customization for the integration with other applications/Core Insurance System of the Company should be carried out by the Bidder onsite as and when required to ensure smooth implementation.
- The Bidder shall conform the integrity of the software supplied i.e. the software is free from bugs, malware, covert channels in code etc.
- The solution proposed by the Bidder should be able to migrate to the newer version of

Operating Systems/Data Base Systems/Browsers without any extra cost to the Company
8. The solution should support the Web browsers viz. Microsoft Edge 8 & above, Google Chrome and Mozilla Firefox

- The selected bidder should provide support for Data archival, retrieval and purging as per the requirement of the Company
- The selected bidder should provide for technical support for the software and necessary upgrades and patches of the software. Also provide for reinstallation and setup of software due to changes or upgrade of underlying System software (Operating System, Database, etc.).
- The software must be free from all latest security vulnerability. UIIC will carry out Vulnerability and Penetration Testing (VAPT) at regular frequency. Vulnerabilities identified from VAPT must be addressed and closed by Vendor.
- The software shall maintain an additional backup of all data to ensure business continuity and facilitate data recovery in unforeseen event.

The above list is inclusive and not exhaustive i.e., Scope of work shall include providing professional assistance for all activities required for due compliance with applicable Service Tax and GST Rules / provisions by Central/State/Union Territory).

- **Mandatory On-Site Manpower Deployment:**

In addition to the above, the selected Consultant shall mandatorily Depute one qualified Chartered Accountant (CA) official and one other official (with minimum experience of two year in taxation) on a full-time basis at the Head Office of UNITED INDIA INSURANCE LIMITED, CHENNAI for effective coordination, communication, and execution of work.

The said personnel shall be physically present at the Head Office during normal working hours on all working days. Any change in such deputed personnel shall be subject to prior written approval of UIICL.

Non-compliance with this requirement shall be treated as a breach of Scope of work and may attract penalty and/or termination as per the provisions of this RFP and the Contract.

**29. PAYMENT TERMS:**

a) No advance payment shall be made under any circumstances.
b) Payment will be made in Quarterly basis in Indian Rupees only.
c) The Vendor acknowledges that all payments under this RFP and the subsequent agreement are strictly linked to the successful rendering of services as per the SOW. Any delay in meeting these milestones will automatically delay the related payments.
d) Any objections or disputes regarding the invoiced amount shall be raised by UIIC within a reasonable time from the date of invoice receipt.
e) To represent the company outside of Tamil Nadu for attending Appeal/ hearing notice issued by GST department or at instruction of company for attending assessment hearing/proceedings in person, actual expenses shall be reimbursed on production of relevant original bills as per the entitlement, wherever bidder's office is not situated. **Before incurring any such expenses, the bidder shall take prior approval from the company**.
f) The Company reserves the right to request additional documents for processing payments, and the Bidder shall comply with all such requirements.
g) All original bills must be submitted to the Head Office – CFAC Department for payment processing. No payment shall be released without receipt of these original documents.

## 30. EXIT MANAGEMENT:

Upon expiry or termination of the contract, the Consultant shall hand over all databases, Standard Operating Procedures (SOPs), reconciliation records, litigation repository, and all other project-related documents/data to the Company. The Consultant shall also provide transition support for a period of three (3) months to ensure smooth migration and continuity of services. Upon successful completion of the migration, the Consultant shall certify that all Company data has been permanently deleted from its systems, backups, and storage media, and that no copies have been retained.

## 31. OWNERSHIP OF DATA:

All INDIRECT TAX data, litigation records, workflows, documents, reports, reconciliations, SOPs, and any other information or deliverables generated, created, or maintained during the contract period shall remain the exclusive property of UIIC.

The Consultant shall not retain, copy, reproduce, disclose, or use such data or information for any purpose after the completion or termination of the contract without the prior written approval of UIIC.

## 32. GOVERNING LANGUAGE:

The contract shall be written in English. All correspondence and other documents pertaining to contract that are exchanged between the parties shall be written in English.

## 33. GOVERNING LAW/JURISDICTION:

The Agreement / Contract shall be governed by and construed in accordance with the laws in India and shall be subject to the exclusive jurisdiction of the Courts of Chennai.

UNITED INDIA INSURANCE CO. LTD. CFAC DEPT. H.O. Head Office: 24, Whites Road, CHENNAI-14

Chief Manager- Taxation
Head office- UIIC

**Annexure 1**

COVERING LETTER OF TECHNICAL OFFER

(Letter to the Company on the Bidder's letterhead)

Date:

To,
Chief Manager
CFAC Department
United India Insurance Company Limited
Head Office
No.24, Whites Road
Chennai- 600014

Dear Sir,

**Sub:** Offer for GEM Bid no. ________________________ - **"Tender for APPOINTMENT OF INDIRECT TAX CONSULTANT FOR PROVIDING END TO END SOLUTION AND SERVICES FOR INDIRECT TAX COMPLIANCE**. With reference to the above tender, having examined and understood the instructions, terms and conditions forming part of the tender, we hereby enclose our offer to provide our services for providing consultancy services for GST AND SERVICE TAX Compliance as detailed in your above-referred tender.

We agree to all the terms and conditions mentioned in the tender, and agree to all the terms and conditions of the tender and subsequent amendments made, if any.

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

Yours faithfully,

Name

Authorized Signatory

Designation

Seal of the firm/company

**Annexure 2**

PROPOSAL FORM

(On letter head)

(To be included in Technical Proposal)

**Letter For Proposal**

Date:

To,
Chief Manager
CFAC Department
United India Insurance Company Limited
Head Office
No.24, Whites Road
Chennai- 600014

Dear Sir,

**Sub:** Submission of proposal against **INDIRECT TAX CONSULTANT FOR PROVIDING END TO END SOLUTION AND SERVICES FOR INDIRECT TAX COMPLIANCE"** RFP NO UIIC/CFAC/GST/01/2026-27 having examined the RFP document, we, the undersigned, offer our services to provide the consultancy services for GST AND SERVICE TAX Compliance in the company in conformity with the requirements mentioned in aforesaid RFP.

We undertake, if our bid / Proposal is accepted, to carry out the work as per the scope of work, deliverables and in accordance with the time frames specified in the RFP document and the payment terms mentioned therein.

We confirm that the information and document submitted by us in our Bid/Proposal is true and correct. We agree to abide by the RFP.

We hereby acknowledge and unconditionally accept that UIIC may on its absolute discretion apply whatever criteria deemed appropriate in short listing and selection of the consultants.

We declare that we have not made any alterations/changes whatsoever in the RFP document and we are fully aware that in the event of any change, the original RFP document issued and maintained by UIIC shall prevail and will be treated as authentic and binding and the Bid/Proposal submitted by us will be liable for rejection by UIIC.

We certify that there has been no conviction by a Court of Law or contemplated by court for misconduct, guilty or indictment/adverse order by a regulatory authority for an offence against us or any of our sister concern or our CEO, Directors/ Managers/ partner/ Employees. In the event of such occurrence during the validity of proposal or the tenure of the engagement, we will intimate UIIC of the same.

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 UIIC is not bound to accept the lowest, or any other Proposal, you may receive and reserve the right to accept or reject any or all proposals, wholly or partly without assigning any reason whatsoever.

Dated this____________________ day of______________________ 2026.

We also declare that we have carefully read, understood and accepted all the terms and conditions in RFP document and agree to be bound by the same.

**For and on behalf of the Bidder/Firm**

Name of the Firm: ____________________________

Authorized Signatory: ________________________

Name: ______________________________

Designation: __________________________

Place: _______________________________

**Annexure 3**

COMMERCIAL OFFER

(To be furnished in the company's letter head)

Date:

To,
Chief Manager
CFAC Department
United India Insurance Company Limited
Head office
No.24, Whites Road
Chennai- 600014

Dear Sir/Madam,

We the undersigned offer to provide our consultancy services for **PROVIDING END TO END SOLUTION AND SERVICES FOR INDIRECT TAX COMPLIANCE** for in accordance with your RFP dated _______________.
We undertake to deliver all deliverables as laid out in the RFP and agree to abide by the terms and conditions of RFP.

Our Commercial offer shall be binding upon us and the same is also subject to modification resulting from contract negotiations, up to expiration of the validity period one hundred eighty (180) days of the proposal.

Yours faithfully,

Name of the Firm: ___________________________

Authorized Signatory: ________________________

Name: ______________________________

Designation: __________________________

Place: _______________________________

**Annexure 4**

COMMERCIAL BID

(To be furnished in the company's letter head)

(To be included in Commercial Proposal)

To,
Chief Manager
CFAC Department
United India Insurance Company Limited
Head office
No.24, Whites Road
Chennai- 600014

Dear Sir/Madam,

**Request for Proposal**

"RFP – **APPOINTMENT OF INDIRECT TAX CONSULTANT FOR PROVIDING END TO END SOLUTION AND SERVICES FOR INDIRECT TAX COMPLIANCE**

"RFP NO UIIC/CFAC/GST/01/2026-27 dated

In terms of the above-mentioned RFP document, we submit herewith the commercial bid (fees) per contract for the assignment proposed by UIIC as GST AND SERVICE TAX Consultant.

| Particulars | Professional Fee per contract (Rs.) (Excluding GST) | |
|---|---|---|
| | In Figures | In Words |
| Professional charges for providing services as per scope of work mentioned in RFP document | | |

Terms and Conditions –

1) The above quoted fee is all inclusive.
2) The Commercial bid is exclusive of all applicable taxes

Dated this____________________ day of______________________ 2026.

Name of the Firm: ___________________________

Authorized Signatory: _________________________

Name: _________________________________

Designation: ____________________________

Place: ______________________________________

**Annexure 5**

(UNDERTAKING FROM THE BIDDER ON THEIR COMPANY'S LETTER HEAD)

**NON-DISCLOSURE UNDERTAKING**

We (and our employees) shall not, unless UIIC gives permission in writing, disclose any part or whole of this RFP document, of the proposal, and/or contract, to any person other than a person employed by the bidder in the performance of the proposal and/or contract. In case of consortium proposals, all members of the consortium shall ensure the above. 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 employees engaged by us will maintain strict confidentiality.

We (and our employees and agents) shall not without prior written consent from the company make use of any document or information given by the user, except for purposes of performing the contract award.

In case of breach, the company shall take such legal action as deemed fit.

Name of the Firm: ______________________________

Authorized Signatory: ___________________________

Name: ______________________________

Designation: ___________________________

Place: ____________________________________

**Annexure 6**

**UNDERTAKING REGARDING NON-BLACKLISTING / NON-PENDING DISCIPLINARY PROCEEDINGS**

(To be submitted on the Bidder's Letterhead)

To,
Chief Manager
CFAC Department
United India Insurance Company Limited
Head office
No.24, Whites Road
Chennai- 600014

Dear Sir/Madam,

I/We, ________________________ (Name of the Bidder/Firm), having our registered office at ________________________, hereby solemnly affirm, declare, and undertake as under:

That the Firm has not been blacklisted, debarred, banned, or declared ineligible for corrupt, fraudulent, unethical, or any other malpractice by the Central Government, any State Government, any Public Sector Undertaking (PSU), Autonomous Body, Statutory Authority, Regulatory Authority, or Professional Body, as on the date of submission of the Request for Proposal (RFP).

There are no disciplinary proceedings, inquiries, investigations, or actions pending against the Firm or against any of its partners / directors / proprietors before any Court of Law, Tribunal, Regulatory Authority, Statutory Authority, Professional Body, or Government Authority, as on the date of submission of the Request for Proposal (RFP).

The Company/Firm/LLP and its partners/directors have not been held guilty of any professional misconduct or violation of applicable laws or professional standards that would affect the Company/Firm's eligibility to participate in the subject RFP.

I/We further understand and agree that in the event of this declaration being found false or incorrect at any stage, the Bid shall be liable to be rejected, and if the contract has already been awarded, the same shall be liable to be terminated forthwith without prejudice to any other action, including forfeiture of EMD/Bank Guarantee, as may be deemed fit by the procuring authority.

This undertaking is executed in compliance with the terms and conditions of the RFP and is true and correct to the best of my/our knowledge and belief.

**For and on behalf of the Bidder/Firm**

Name of the Firm: ________________________

Authorized Signatory: ________________________

Name: ________________________

Designation: ________________________

Place: ________________________

**Annexure 7**

**LETTER OF UNDERTAKING FOR ABIDING THE TERMS AND CONDITION**
(To be submitted in the Bidder's letter head)

Date:

To,
Chief Manager,
CFAC Department,
United India Insurance Company Limited,
No.24, Whites Road
Chennai- 600014

Dear Sir,

**Sub:** Offer for GEM Bid no. ____________________________- **"Tender for APPOINTMENT OF INDIRECT TAX CONSULTANT FOR PROVIDING END TO END SOLUTION AND SERVICES FOR INDIRECT TAX COMPLIANCE**

1. We hereby confirm that we agree to all the terms and conditions of the above-referred tender, it's Annexures, amendments made to the tender 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.

Yours faithfully,

Name of the Firm: ____________________________

Authorized Signatory: ________________________

Name: ________________________________

Designation: ___________________________

Place: ________________________________

**Annexure 8**

**RESTRICTION OF PROCURING SERVICES FROM COUNTRIES SHARING LAND BORDER WITH INDIA**

(To be submitted in the Bidder's letter head along with eligibility criteria)

Date:

To,
Chief Manager
CFAC Department
United India Insurance Company Limited
No.24, Whites Road
Chennai- 600014

Dear Sir,

I/we have read Office Memorandum F.No.6/18/2019-PPD dated 23.07.2020 issued by the Ministry of Finance, Department of Expenditure, Public Procurement Division Inserting Rule 144 (xi) in GFRs 2017 which defines clauses regarding restrictions or procurement from a bidder of a country which shares a land border with India. I/we certify that this bidder is not from such a country or, if from such a country, has been registered with the competent authority, I/we 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.]"

Yours faithfully,

Name of the Firm: ____________________________

Authorized Signatory: ________________________

Name: ______________________________

Designation: __________________________

Place: ______________________________

**Annexure 9**

**PROFILE OF PARTNERS/DIRECTORS/PROFESSIONAL STAFF**

**(on letter head)**

| Sl.No | Particulars | |
|---|---|---|
| 1. | Name of the person | |
| 2. | Office address | |
| 3. | E-mail ID | |
| 4. | Phone number office/Mobile | |
| 5. | Date since working in the Firm | |
| 6. | Professional Qualification with Membership Number | |
| 7. | Present Designation | |
| 8. | Experience | |

Nature of Consultancy services in respect of providing end-to-end GST and Service Tax consultancy, advisory and compliance support for all GST registrations of the Company.

| S No | Name of Organization | Brief Details of scope of work | Period (From-----To) |
|---|---|---|---|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |

Note – Format is of minimum requirements and is to be compulsorily furnished. Respondents may furnish additional details, if any.

Dated this____________________ day of______________________ 2026.

(Signature) (In the capacity of)

Duly authorized to sign Proposal for and on behalf of

**Annexure 10**
**AUTHORIZATION LETTER FORMAT**
(To be furnished in the company's letter head)

Date:

To,
Chief Manager
CFAC Department
United India Insurance Company Limited
No.24, Whites Road
Chennai- 600014

Subject: Authorization Letter for attending the Bid Opening.

Dear Sir/Madam,

This has reference to UIIC's RFP NO UIIC/CFAC/GST/01/2026-27 for **APPOINTMENT OF INDIRECT TAX CONSULTANT FOR PROVIDING END TO END SOLUTION AND SERVICES FOR INDIRECT TAX COMPLIANCE**, Mr./Miss/Ms. ________________________ is hereby authorized to attend the bid opening of the above RFP.

Dated this____________________ day of_____________________ 2026, behalf of our organization.

Specimen Signature of Representative

The specimen signature is attested below

Signature of Authorizing Authority     Signature of Attesting Authority

Name of Authorizing Authority     Name of Attesting Authority

**Annexure 11**

**TECHNICAL BID**

"RFP – **APPOINTMENT OF INDIRECT TAX CONSULTANT FOR PROVIDING END TO END SOLUTION AND SERVICES FOR INDIRECT TAX COMPLIANCE**

RFP NO – UIIC/CFAC/GST/01/2026-27

| **Particulars** | **Details to be furnished for the particulars** | **Details of Enclosures to be submitted** |
|---|---|---|
| Name of the Firm/Company | | |
| Address of Registered Office | | |
| Country of Incorporation | | |
| Date of incorporation of the firm/Company and Registration Number | | |
| Telephone/Mobile | | |
| E mail address | | |
| Names of Partners/Directors | | |
| Number of CA/ICWA Employees | | |
| Name and contact Details and E-mail Id of the Nodal Person. | | |
| Name and Designation of the person authorized to make commitments to the company | | |
| Name | | |
| Designation | | |
| Contact No | | |
| Email ID | | |
| Presence and locations of offices in India | | |
| Number of persons who are proposed to be associated for executing the assignment. | | |
| | | |
| **Particulars** | **Details to be furnished for the particulars** | **Details of Enclosures to be submitted** |
| References of at least 3 major clients | Name | |
| | Address | |
| | Designation | |
| | Contact Phone No | |
| | Email ID | |
| Name, address and account Number of Bidder's banker | | |
| Details of EMD | | |
| NEFT details | | |

| | |
|---|---|
| UTR No – | |
| Date - | |
| PAN NO | |
| GST REGN NO | |

Dated this____________________ day of______________________ 2026.

Name of the Firm: ____________________________

Authorized Signatory: __________________________

Name: ____________________________________

Designation: ______________________________

Place: ____________________________________

**Annexure 12**

**ELIGIBILITY CRITERIA DECLARATION FORM**

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

Bidders meeting the following criteria only are eligible to submit their bids along with the supporting documents. The supporting documents are to be serially numbered and arranged sequentially in the order given in the table below. If the bid is not accompanied by the required documents supporting the eligibility criteria, the same will be rejected.

| Sl. No | Eligibility Criteria | Document to be enclosed | Document submitted (yes/no) |
|---|---|---|---|
| 1. | The Bidder must be an Indian Company/ LLP /Partnership firm registered under the applicable Act in India. | The Certificate of Incorporation issued by the Registrar of Companies / registered Partnership deed/ Copy of Constitution to be submitted | |
| 2. | The bidder should be in practice and should have relevant experience of at least 10 years as on 31.03.2026 as an entity | Constitution certificate issued by ICAI / ICWAI Registration certificate of relevant authority. | |
| 3. | Firm should have –<br><br>a) Minimum Three (3) No. of Full-Time Partners /Directors associated with the firm for a period of at least three (3) years<br><br>b) Out of total Full-Time Partners /Directors, Minimum Two (2) No. of Fellow Chartered Accountant (FCA) Partners/Directors associated with the firm for a period of at least three (3) years. | The list of professionals and their bio data along with the copy of certificate of practice/Membership Certificate of ICAI / ICWAI | |
| 4. | The Bidder should have at least 5 clients in India for whom they are rendering End to End solution for GST and Service Tax. | Declaration by the bidder containing the following information<br><br>Client Name<br><br>Years of Consultancy services<br><br>Period of engagement<br><br>Nature of client (Bank/FII/Insurance Companies/other corporates) | |
| | a. at least one client should have turnover exceeding Rs. 5000 crores | Furnish client reference/appointment letter | |
| | b. at least one client should be a PSU<br><br>Note: The client referred under Point a and Point b should not be the same | Furnish client reference/appointment letter | |
| 5. | The firm should have an average annual turnover of at least Rs. 5 crores during the Preceding 3 financial years and should be profitable in last 3 Preceding years. | The financial results of the bidder certified by a Chartered Accountant | |

| | | | |
|---|---|---|---|
| 6. | The bidder should be a licensed GST GSP/ASP provider along with 1 additional backup connectivity and software should be in house. | Self-Certificate to be attached and the same should be Listed on GSTN Site. Copy of letter/ self-undertaking disclosing the backup connectivity of GSP/ASP. Copyright/IP ownership proof | |
| 7. | Bidder should not have been the statutory auditor of our company and any of its Regional/ Divisional offices/LCBs during the last 5 years. | Declaration by the bidder | |
| 8. | The firm should not have been banned/declared ineligible for corrupt and fraudulent practices by Central/State Government/Professional bodies | Undertaking by the applicant firm | |
| 9. | The firm should not have any disciplinary proceedings pending against the applicant firm or any of its partners / directors | Undertaking by the applicant firm | |
| 10. | Firm should have full-fledged office in Chennai | Self-Declaration/ Constitution certificate | |
| 11. | The firm or any of its partners should not have resigned as auditors before completion of tenure of audit | Self-Declaration certificate | |

**Note 1:**

- If any of the above information/statements are found to be untrue, the company reserves the right to reject the bid without assigning any reason whatsoever.

**Note 2**:

- While MSMEs are eligible for certain benefits under Government procurement policies, such relaxations generally relate to tender fee and EMD. Considering the specialized, statutory and sensitive nature of the work, adequate experience and financial capacity are essential to ensure accurate and timely compliance of law and regulations. Therefore, UIIC reserve the right to not provide the exemption to anyone related to minimum turnover and prior experience.

**ANNEXURE 13**

EVALUATION CRITERIA

<table>
<tr><td rowspan="2"></td><td rowspan="2">Parameter</td><td rowspan="2">Basis of evaluation</td><td colspan="4">Marking System</td></tr>
<tr><td colspan="3">Criteria</td><td>Max marks</td></tr>
<tr><td rowspan="4">1</td><td rowspan="4">Years of Experience in handling End to End GST and Service Tax compliances of Units/Branches of PSUs/Banks/Public Financial Institutions.</td><td rowspan="4">Purchase Orders from PSUs/Banks/Public Financial Institutions at the H.O. level.</td><td>Units/ Branches</td><td>Marks for 1 Year experience</td><td>Max Marks</td><td rowspan="4">15</td></tr>
<tr><td>More than 500 and up to 800</td><td>1</td><td>6</td></tr>
<tr><td>More than 800 and up to 1200</td><td>1.5</td><td>9</td></tr>
<tr><td>More than 1200</td><td>3</td><td>15</td></tr>
<tr><td rowspan="4">2</td><td rowspan="4">Average Turnover during the last 03 (three) financial years</td><td rowspan="4">Turnover of the firm</td><td>Average Turnover</td><td colspan="2">Marks</td><td rowspan="4">10</td></tr>
<tr><td>From 5 Crores and up to 8 Crores</td><td colspan="2">3</td></tr>
<tr><td>More than 8 Crores and up to 12 Crores</td><td colspan="2">6</td></tr>
<tr><td>More than 12 Crores</td><td colspan="2">10</td></tr>
<tr><td>3</td><td>Experience in GST and Service Tax consultancy and compliances at PSU insurance company</td><td>Client Certificate/ Appointment letter issued by the client clearly indicating the period covered.</td><td colspan="3">5 marks for each PSU insurance company</td><td>5</td></tr>
<tr><td>4</td><td>Presence in number of States / UTs as on 31.03.2026:</td><td>ICAI Constitution letter and Local State/UT registration certificate.</td><td colspan="3">Presence in Tamil Nadu – Three marks<br>Other than Tamil Nadu State – one mark each for additional State / UT</td><td>10</td></tr>
<tr><td>5</td><td>Experience of bidder firm towards representation for GST and Service Tax matters for Assessments</td><td>Client Certificate/ Appointment letter issued by the client clearly indicating the period covered</td><td colspan="3">3 marks for each year of experience</td><td>15</td></tr>
</table>

| | | | | |
|---|---|---|---|---|
| | /Appeals Proceedings in necessary Authority/Tribunal of PSUs. | | | |
| 6 | Man Power and qualifications – No. of Partners/Directors and qualified CA Employees | ICAI Constitution letter and self-declaration | 5 Marks for 3 C.A. Partners/Directors and 1 mark for additional CA partner/director. (max. 10 points)<br>1 mark for every CA employee (max. 5 points) | 15 |
| 7 | Presentation to be made by the applicant | | (To be evaluated by the tender committee) | 30 |
| | TOTAL | | | 100 |

**ANNEXURE 14**

BID SECURITY DECLARATION

(To be submitted in the Bidder's letterhead)

Ref.

To

The Chief Manager,

CFAC Department,

United India Insurance Company Limited

24, Whites Road, Chennai – 600 014.

**Subject: Offer for Tender Ref. No. ______________________________ - "APPOINTMENT OF INDIRECT TAX CONSULTANT FOR PROVIDING END TO END SOLUTION AND SERVICES FOR INDIRECT TAX COMPLIANCE".**

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

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

a. has withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b. having been notified of the acceptance of our Bid by the purchaser during the period of bid validity

(i) fail or refuse to execute the contract, if required, or

(ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

c. Have put any deviation, onerous / extraneous condition, assumption or exclusion on requirements, payment terms, integrity pact, SLAs, Scope, sizing and the terms and conditions as mentioned in the said RFP including all corrigendum/amendment floated by United India Insurance Company Limited.

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

Name: ______________________

Designation: ______________________

Date: ______________________

Signature: ______________________

Company Seal

**ANNEXURE 15**

BID SUBMISSION CHECK LIST – FOR BIDDERS

| | | |
|---|---|---|
| **ELIGIBILITY BID DOCUMENTS (ONLINE SUBMISSION- SCANNED DOCUMENTS)** | | |
| 1 | Offer Covering Letter as per **Annexure 1.** | |
| 2 | Details of Support centres across India (State wise) | |
| 3 | Non-disclosure Undertaking from the bidder on their company's letter head as per **Annexure 5.** | |
| 4 | Undertaking regarding non-blacklisting / non-pending disciplinary proceedings as per **Annexure 6.** | |
| 5 | Letter of Undertaking for Abiding the Terms and Condition as per **Annexure 7.** | |
| 6 | Restriction of purchase from countries sharing land border with India as per **Annexure 8**. | |
| 7 | Bid Security Declaration as per **Annexure 14**. | |
| 8 | Eligibility Criteria Declaration Form as per **Annexure 12**. All supporting documents as detailed in **Annexure 12.** | |
| 9 | Bid Submission Check List as per **Annexure 15.** | |
| 10 | Copy of this RFP duly signed and stamped as token of acceptance of all the terms and conditions of this tender. | |
| **TECHNICAL BID DOCUMENTS (ONLINE SUBMISSION- SCANNED DOCUMENTS)** | | |
| 1 | Proposal Form as per **Annexure 2.** | |
| 2 | Profile of Partners / Members as per **Annexure 9**. | |
| 3 | Authorization Letter Format as per **Annexure 10.** | |
| 4 | Technical Bid as per **Annexure 11.** | |
| **FINANCIAL DOCUMENTS (ONLINE SUBMISSION- SCANNED DOCUMENTS)** | | |
| 1 | Commercial offer to be submitted as per **Annexure 3.** | |
| 2 | Commercial Bid to be submitted as per **Annexure 4.** | |

## ANNEXURE 16

DRAFT BANK GUARANTEE FORMAT

(To be stamped as an agreement)

**THIS BANK GUARANTEE AGREEMENT** executed at ___________this ____ **day of** _______**2026** by ___________**Bank**, a banking company incorporated and registered under companies act 1956 and having license to carry on banking business under Banking Regulation Act, 1949 having its registered office at __________________ (hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) **IN FAVOUR OF United India Insurance Company Limited**, a Statutory Corporation constituted under the **Companies Act, 2013 having its registered office at 24, Whites Road, Chennai-600014 (Tamil Nadu) and one of its offices** , hereinafter referred to as "**UIIC**" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).

WHEREAS ____________________ incorporated under Companies Act 2013 having its registered office ____________________ (hereinafter referred to as "Service Provider/ Vendor" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & assigns) has agreed to develop, implement and support (hereinafter referred to as "Services") to **UIIC** in accordance with the **Purchase Order/Appointment letter No:............................ dated _______ 2026**

WHEREAS, **UIIC** has agreed to avail the Services from the Service Provider for a period **of 3 year(s)** subject to the terms and conditions mentioned in the tender document.

WHEREAS, in accordance with terms and conditions of the PO/Agreement dated ______, Service Provider is required to furnish a Bank Guarantee for a sum of Rs.________/- (______________________)(in rupees) for due performance of the obligations of the Service Provider in providing the Services, in accordance with PO/Agreement guaranteeing payment of the said amount of **Rs.________/-** (______________________)(in rupees) **to UIIC,** if Service Provider fails to fulfil its obligations as agreed in PO/Agreement.

WHEREAS, the Bank Guarantee is required to be valid for a total period of **3 year(s) and 3 month(s)** and in the event of failure, on the part of Service Provider, to fulfil any of its commitments / obligations under the PO/Agreement, shall be entitled to invoke the Guarantee.

AND WHEREAS, the Guarantor, at the request of Service Provider, agreed to issue, on behalf of Service Provider, Guarantee as above, for an amount of Rs. ___________/- (______________).

**NOW THIS GUARANTEE WITNESSETH THAT**

1. In consideration of **UIIC** having agreed to entrust the Service Provider for rendering Services as mentioned in the Appointment Letter, we, the Guarantors, hereby unconditionally and irrevocably guarantee that Service Provider shall fulfil its commitments and obligations in respect of providing the Services as mentioned in the Appointment Letter and in the event of Service Provider failing to perform / fulfil its commitments / obligations in respect of providing Services as mentioned in the Appointment

Letter, we (the Guarantor) shall on demand(s), from time to time from UIIC, without protest or demur or without reference to Service Provider and not withstanding any contestation or existence of any dispute whatsoever between Service Provider and UIIC, pay UIIC forthwith the sums so demanded by UIIC notexceeding Rs. __________/- (__________________)(in rupees)

2. Any notice / communication / demand from UIIC to the effect that Service Provider has failed to fulfil its commitments / obligations in respect of rendering the Services as mentioned in the Agreement, shall be conclusive, final & binding on the Guarantor and shall not be questioned by the Guarantor in or outside the court, tribunal, authority or arbitration as the case may be and all such demands shall be honoured by the Guarantor without any delay.

3. We _________ Bank (the Guarantor) confirm that our obligation to the UIIC, under this guarantee shall be independent of the agreement or other understandings, whatsoever, between the UIIC and the Service Provider.

4. This Guarantee shall not be revoked by us (the Guarantor) without prior consent in writing of the UIIC.

**WE _______________Bank (THE GUARANTOR) HEREBY FURTHER AGREE & DECLARE THAT-**

i. Any neglect or forbearance on the part of UIIC to Service Provider or any indulgence of any kind shown by UIIC to Service Provider or any change in the terms and conditions of the Agreement or the Services shall not, in any way, release or discharge the Bank from its liabilities under this Guarantee.

ii. This Guarantee herein contained shall be distinct and independent and shall be enforceable against the Guarantor, notwithstanding any Guarantee or Security now or hereinafter held by UIIC at its discretion.

iii. This Guarantee shall not be affected by any infirmity or absence or irregularity in the execution of this Guarantee by and / or on behalf of the Guarantor or by merger or amalgamation or any change in the Constitution or name of the Guarantor.

iv. This Guarantee shall not be affected by any change in the constitution of UIIC or Service Provider or winding up / liquidation of Service Provider, whether voluntary or otherwise.

v. This Guarantee shall be a continuing guarantee during its validity period.

vi. This Guarantee shall remain in full force and effect for a **period of 3 year(s) and 3 month(s)** from the date of the issuance **i.e., up to** _______. Unless a claim under this Guarantee is made against us on or before ______, all your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

vii. This Guarantee shall be governed by Indian Laws and the Courts in Maharashtra, India alone shall have the jurisdiction to try & entertain any dispute arising out of this Guarantee.

**Notwithstanding anything contained herein above:**

i. Our liability under this Bank Guarantee shall not exceed **Rs** _______/- (__________)

ii. This Bank Guarantee shall be valid up to _______

iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if serve upon us a written claim or demand on or before __________

Yours's Faithfully,

For and on behalf of Bank

Authorized official

**ANNEXURE 17**

SERVICE LEVEL AGREEMENT

**THIS AGREEMENT** made on ____ day of ______2026 Between United India Insurance Company Limited, having its registered office at 24, Whites Road, Chennai-600014 (Tamil Nadu) hereinafter called "The Company or UIIC" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns) of the one part

**AND**

**M/s** ________________________________ (hereinafter called "the Service Provider", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and permitted assigns) of the other part:

Whereas: -

1) The Company or UIIC is desirous of availing consultancy services for its GST AND SERVICE TAX Compliance

2) The Company or UIIC had invited bids vide RFP No UIIC/CFAC/GST/01/2026-27 dated ________for consultancy services relating to centralized GST AND SERVICE TAX compliance.

3) The Service Provider is interested in providing above services and has submitted the proposal for the same.

4) The parties desire to enter into this agreement setting forth the terms and conditions pursuant to which the Service Provider shall provide the services as mentioned in scope of work herein below and to remedy defects therein.

**SCOPE OF WORK**

The objective of this assignment is to work with UIIC in an advisory capacity to assist in preparation and submission of all returns for periods covered under the contract to be filed under GST, intimating about the changes in GST Act notification, circulars, provide requisite support to the company regarding ongoing cases of both GST AND ST and to make the Company fully compliant with GST.

**Item A- GST AND SERVICE TAX Compliance and Advisory Services**
**Item B- Input Tax Credit Compliance**
**Item C-GST notice management Dashboard**
**Item D- Services with regard to Appeal preparation and Representation**
**Item E-GST GSP/ASP software Services**

The detailed scope of work is as under-

**C- GST and SERVICE TAX Compliance and Advisory Services**

- Assistance and advise to UIIC for determination of Input to be availed and reversal to be made on monthly basis.
- Filing return monthly and do verification of filed returns on quarterly basis.
- To Assist in meeting all aspects relation to any future statutory requirement introduced by Government of India for compliance of GST Act.
- To advise and assist in implementation and compliance of any amendment to the GST Act/Rules.
- To review and suggest overall improvement in regulatory compliance, if considered necessary.
- To assist UIIC in reconciliation of revenue/ expense as per books and returns including reconciliation of GSTR 2A/2B or any input credit report in the portal by whatever name called with the purchase ledger of UIIC.
- Provide verbal and written opinions / clarifications and certification on all GST AND SERVICE TAX matters on specific request by any office / department of UIIC
- Guidance/assistance on various circulars and other notifications in respect of GST and related matters issued by the Government from time to time.
- Assistance in respect of changes required in our IT system for compliance of GST provisions
- Assistance in development of suitable MIS for full compliance with GST laws/rules/notifications and other instructions/circulars issued by the Government from time to time.
- Handling GST Audit queries on behalf of UIIC. UIIC will provide data and necessary assistance.
- Monitoring and attending of pending notices/SCNs/Order in GST portal & preparation of reply within due dates. The reply to be submitted has to be shared at least 3 working days before the due date.
- GST Audit and investigation, consultant has to coordinate with all nodal offices of UIIC in smooth completion.
- To coordinate with all nodal offices of UIIC in smooth completion of the personal hearings.
- To advise, review and assist in fulfilling the statutory compliances on various GST issues related to UIIC.
- Has to provide opinions on amendments in GST provision, clarifications on circulars issued by CBIC from time to time.
- Assistance in resolving queries from customers/clients relating to non-reflection of their Input credit filed by UIIC.
- Verification of GST annual return, provide necessary assistance in filing annual returns in time and certification of Profit and Loss Account, Balance Sheet of respective state/s.
- Consultant has to coordinate with IND AS consultant related to GST issues, while implementing the IND AS.
- Any other ancillary work related to GST and SERVICE TAX.

**D- Input Tax Credit Compliance**

- Providing a solution for auto-reconciliation (including monthly and annual reconciliation) between the Purchase Register and GSTR-2A/2B/6A using software to identify matched, mismatched, and partially matched invoices for claiming Input Tax Credit (ITC) in GST returns, with reasons for each exception, including for past years, as per GST laws.
- Analysis of the Company's Purchase Register to determine whether GST has been correctly booked under the Forward Charge Mechanism (FCM) or Reverse Charge

correctly booked under the Forward Charge Mechanism (FCM) or Reverse Charge Mechanism (RCM), including the applicable tax rate, SAC, etc., as per GST laws.

- Analysis of the Company's Purchase Register to identify cases where eligible ITC was not claimed or ITC was wrongly claimed, as per GST laws.
- Submission of a report based on the reconciliation between GSTR-2A/2B/6A and GSTR-3B, along with the study/analysis of the Company's Purchase Register on a monthly basis.
- The solution should be capable of generating Purchase Register matching with GST returns, a state-wise ledger view, and tax credit utilization reports. The solution should also be capable of generating state-wise input tax credit ledgers and other ledgers as required under GST laws.
- Emailing/contacting vendors, non-filer vendors, and branches regarding mismatches or partially matched cases, failures/mistakes in either ITC claims and/or the Reverse Charge Mechanism, and following up for corrective action.
- Providing incremental data filed by vendors, drawn from GSTR-2A/2B or any other report, on a daily basis.
- Claiming Input Tax Credit in GST returns as per GST laws and the Purchase Register, on a monthly/annual basis, ensuring reconciliation with the GST returns.
- Guiding the officials of the Company on the capture, accounting, and maintenance of ITC records, bills, invoices, etc., for optimum availment and utilization of ITC.
- The Consultant shall assist the Company in identifying expenses where cross-charging between branches may be involved and provide guidance on the basis for such cross-charging, along with the accounting entries to be passed in this regard.
- Providing opinions to the Company on the valuation and availment of Input Tax Credit on various input services and inputs availed by the Company.

**C. GST notice management dashboard:**

- Centralized dashboard for monitoring GST notices across all GST registrations with real-time MIS and analytics.
- End-to-end notice lifecycle management including registration, assignment, workflow, approval and closure.
- Document management for notices, replies, orders, appeal documents and supporting records.
- Automated alerts, reminders and notifications for due dates, hearings, appeals and pending actions.
- Advanced search, filtering, customizable reports and export facilities in standard formats.
- Role-based user management, audit trails, security controls and configurable workflows.
- Dashboard for monitoring demands, appeals, personal hearings, compliance status and performance indicators.

**D. with regard to Appeal Preparation and Representation:**

- Drafting and replying to various letters, enquiries and demand cum show-cause notices received by the company in relation to GST and Service Tax related matters including ITC, provide draft reply along with annexures at least 3 working days before the due date.
- Review of GST and Service Tax orders received by the company and guidance on further steps to be taken.
- Drafting and filing appeals in all GST and Service Tax related cases before all the

Appellate authorities on behalf of the company, provide draft appeals along with annexures at least 20 working days before the due date.

- Represent the company before the GST/ST authorities (including appellate authorities/tribunal) in connection with the assessment proceedings including personal hearing and appeal hearing.
- Provide opinion / draft replies on the issues raised in various Audits conducted by various Regulatory Authorities.
- Drafting case for opinion for obtaining advice from senior legal counsels who are not in company's panel.
- Advising in cases where refund becomes due, drafting and filing of refund applications, maintaining case files of refund cases and taking necessary steps to complete the refund process.
- Review of Tax orders passed by the High Court or Supreme Court for various assessment years and guidance on further steps to be taken.
- Providing guidance to the company on further course of action on any matter related to any type of notice/ order issued by any GST/ Service Tax authority.
- Litigation management for all types of Notices/ Audit/ Inquiry/ Orders/ Appeals of GST and Service tax.
- Keeping track, maintaining repository of replies/ any communication submitted to tax authorities, maintaining due date diary and downloading of all cases/ notices/ orders issued related to GST on daily basis, updating the work/ progress (step by step) on daily basis and providing its reports to the company. Further, conduct review meeting with the company (at least once in a week) for discussing all pending assessment/ litigations.

**E. GST GSP/ASP software Services**

- The GSP/ASP software should have multiple user and multiple login feature in respect of all GSTINs of UIIC.
- The GSP/ASP software should have API based real time GSTN validation.
- The GSP/ASP should have customized role based configurable authorization which can be changed (New users added/ Old users deactivated) in the system whenever deemed necessary
- Masters and Dashboard facilities should be enabled giving users value added MIS reports in user friendly formats
- The GSP/ASP software should be capable of:
  a. Two-way integration and migration with the ERP of UIIC (all the relevant systems of UIIC) to enable flow of data from ERP of UIIC (all the relevant systems of UIIC) to software of GSP/ASP and vice versa. (The integration to be done in such a way that the software/application should extract the GST data from UIIC ERP, validate the same, record errors and exceptions, correct the data as per logic given by UIIC and upload the same in GST portal till the stage where GST return is ready to be filed with DSC/EVC. Further after filing of GST returns, the software/application should import the filed ARN along with filed document in UIIC ERP through reverse feed.)
  b. Being customised to receive and send data as per the templates required by UIIC.
  c. Being updated to ensure compliance with any changes/amendments in GST laws as and when applicable.
  d. Computing/calculating at least Gross tax liability, Eligible Input Tax Credit (hereinafter referred as ITC), Net tax liability to be adjusted against ITC and Net tax liability to be paid in cash as per extant provisions of GST law.
  e. Filing all statutory returns applicable and liable to be filed by UIIC under GST Law

within the time limits prescribed.

f. Downloading GSTR 2A/2B/6A at PAN level or GSTIN level for any period (both historical and current).
g. Auto scheduling of invoice wise reconciliation of ITC on inward supplies with GSTR 2A/2B/6A and Sync back the reconciliation results along with ITC claims status to UIIC ERP.
h. Bifurcating the UIIC inward supply register into atleast the following categories based on the ITC availed in GSTR 3B a. ITC claimed b. ITC pending
i. Generating period-wise and invoice-wise ITC register corresponding with the ITC claimed in GSTR-3B.
j. Uploading atleast 10 lakh invoices per month per GSTIN
k. Providing IRN number and IRN generation date at invoice level
l. Providing effective date of cancellation of supplier GSTIN at invoice level
m. Verifying the authenticity of GSTINs and sync back the result of such verification to UIIC ERP.
n. The software should support online integration using Application Programming Interface (API) and Web services mechanism.
o. Automated two-way communication with Vendors through emails / SMS for missing/mismatched Input credits. The automated communication should be capable of being customised for periodicity and content of communication.

- The GSP/ASP software should be able to bifurcate and categorise ITC reconciliation into at least the following categories
  (a) **Exact Match** – where all particulars of invoices in UIIC register and corresponding entry in GSTR 2A/2B/6A matches in all respects
  (b) **Suggested Match** - where particulars of invoices in UIIC register and corresponding entry in GSTR 2A/2B/6A matches in few but not all respects and the parameters based on which match is suggested.
  (c) **Mismatch** - where particulars of invoices in UIIC register and corresponding entry in GSTR 2A/2B/6A does not match in any respect.
  (d) **Missing in 2A/2B/6A** - where invoices reflected in UIIC register is not appearing in GSTR 2A/2B/6A
  (e) **Missing in inward supply register** - where invoices reflected in GSTR 2A/2B/6A is not appearing in UIIC register
- The GSP/ASP software/dedicated resource should be capable of generating MIS Reports in respect of at least the following.
  (a) GSTR – 1 (Both for the month and cumulative with rate wise breakup GSTR1 filed)
  (b) GSTR – 3B (Both for the month and cumulative)
  (c) GSTR – 6 (Both for the month and cumulative)
  (d) GSTR – 9
  (e) GSTR – 9C
  (f) Cash Ledger, Credit Ledger and Liability Ledger
  (g) ITC register giving breakup of ITC availed, ITC utilised and ITC reversed (Both for the month and cumulative).
  (h) Outward liability register (Both for the month and cumulative)
  (i) Period-wise comparison reports of Outward liability / Reverse charge liability / Input Tax Credit availed / Input tax credit utilised / liability paid in Cash. The period for which report is required should be customisable.
  (j) Period-wise comparison of Reverse charge liability declared in returns and ITC of reverse charge payment claimed in returns. The period for which report is required

should be customisable.

(k) Period-wise and GSTIN/PAN-wise details of invoices of any GSTIN uploaded in GSTR-1. The period for which report is required should be customisable.

(l) Period-wise and GSTIN/PAN-wise details of invoices of any GSTIN availed as ITC in GSTR-3B. The period for which report is required should be customisable.

(m) Period-wise reconciliation of transactions between 'Distinct Entities' (as defined in GST Act) of UIIC uploaded in GSTR-1 and corresponding input credit claimed in GSTR-3B. The period for which report is required should be customisable.

(n) Detailed and period-wise reports of ITC reconciliation in respect of each of the categories Exact Match, Suggested Match, Mismatch, missing in 2A/2B/6A, missing in inward supply Register and time barred ITC as mentioned in point no 5. The report should also provide the reason for bifurcation of each category. The period for which report is required should be customisable.

(o) Detailed and period-wise reports of ITC availed in GSTR-3B in respect of each of the category's ITC claimed and ITC pending. The report should also provide the reason for bifurcation of each category. The period for which report is required should be customisable.

(p) Ageing reports providing GSTIN-wise details of Vendors in respect of ITC due to UIIC uploaded by them. The report should be customisable for period and GSTIN of vendor.

- All patch update and patch management of Software modules has to be deployed by the service provider after obtaining approval from the Company.
- All updates and upgrades of OS and DB will be done by the service provider without any extra cost to the Company during contract period.
- Any customization requiring onsite debugging or customization for the integration with other applications/Core Insurance System of the Company shall be carried out by the service provider onsite as and when required to ensure smooth implementation.
- The service provider shall conform the integrity of the software supplied i.e., the software is free from bugs, malware, covert channels in code etc.
- The solution proposed by the service provider shall be able to migrate to the newer version of Operating Systems/Data Base Systems/Browsers without any extra cost to the Company. The solution should support the Web browsers viz. Microsoft Edge 8 & above, Google Chrome and Mozilla Firefox
- The selected service provider shall provide support for Data archival, retrieval and purging as per the requirement of the Company
- The selected service provider shall provide for technical support for the software and necessary upgrades and patches of the software. Also provide for reinstallation and setup of software due to changes or upgrade of underlying System software (Operating System, Database, etc.).
- The software is free from all latest security vulnerability. UIIC will carry out Vulnerability and Penetration Testing (VAPT) at regular frequency. Vulnerabilities identified from VAPT will be addressed and closed by service provider with no additional cost to UIIC
- The software shall maintain an additional backup of all data to ensure business continuity and facilitate data recovery in unforeseen event.

The above list is inclusive and not exhaustive i.e., Scope of work includes providing professional assistance for all activities required for due compliance with applicable Service Tax and GST Rules / provisions by Central/State/Union Territory).

- **Mandatory On-Site Manpower Deployment:**

  In addition to the above, the Consultant will mandatorily Depute one qualified Chartered Accountant (CA) official and one other official (with minimum experience of two year in taxation) on a full-time basis at the Head Office of UNITED INDIA INSURANCE LIMITED, CHENNAI for effective coordination, communication, and execution of work.

  The said personnel will be physically present at the Head Office during normal working hours on all working days. Any change in such deputed personnel will be subject to prior written approval of UIICL.

  Non-compliance with this requirement shall be treated as a breach of Scope of work and may attract penalty and/or termination as per the provisions of this RFP and the Contract.

- **PAYMENT TERMS:**

  - No advance payment will be made under any circumstances.
  - Payment will be made in Quarterly basis in Indian Rupees against invoices raised in Indian rupees only.
  - The Vendor acknowledges that all payments under this RFP and the subsequent agreement are strictly linked to the successful rendering of services as per the SOW. Any delay in meeting these milestones will automatically delay the related payments.
  - Any objections or disputes regarding the invoiced amount shall be raised by UIIC within a reasonable time from the date of invoice receipt.
  - To represent the company outside of Tamil Nadu for attending Appeal/ hearing notice issued by GST department or at instruction of company for attending assessment hearing/proceedings in person, actual expenses shall be reimbursed on production of relevant original bills as per the entitlement, wherever bidder's office is not situated. **Before incurring any such expenses, the consultant will take prior approval from the company**.
  - The Company reserves the right to request additional documents for processing payments, and the consultant shall comply with all such requirements.
  - All original bills must be submitted to the Head Office – CFAC Department for payment processing. No payment shall be released without receipt of these original documents.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

**1. SERVICE LEVEL PENALTIES: -**

| Reason | 1st instance | 2nd instance onwards |
|---|---|---|
| Failing to visit Head Office as and when required by the Company. | Caution Note | 5% of retainer ship fees |
| Delay in filing the return and responding to the references made by the Company | Caution Note | 5% of retainer ship fees or decided by the company |
| Failing in Representing the company in person before Indirect tax Authorities and/or any other Authorities as and when required by UIICL | Caution Note | 5% of retainer ship fees or decided by the company |

| | | |
|---|---|---|
| Failure in providing replies to notices issued by indirect tax authorities within the timeline as mentioned in the given notices | Caution Note | 5% of retainer ship fees |

## 2. DELAY IN THE SERVICE PROVIDER`S PERFORMANCE

Delivery of the performance of the Services shall be made by the Service Provider in accordance with the time schedule specified by the Company. Any delay in performing the obligation by the Service Provider shall result in imposition of liquidated damages and/or termination of contract for default.

## 3. TERMINATION FOR DEFAULT

The Company, without prejudice to any other remedy for breach of contract, may by written notice (with a cure period of 15 days followed by a notice period of 15 days) of default sent to the Service provider terminate this Contract in whole or in part,

3.1 If the Service provider fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the COMPANY; or

3.2 If the Service provider fails to perform any other obligation(s) under the Contract. OR

3.3 If the Service provider, in the judgement of the Company, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

**"Corrupt practice"** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution;

and

**"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Company, and includes (but is not limited to) collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Company of the benefits of free and open competition.

In the event the Company terminates the Contract in whole or in part, the Company shall procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Service provider shall be liable to the Company for any excess costs for such similar Goods or Services. However, the Service provider shall continue performance of the Contract to the extent not terminated.

## 4. TERMINATION OF CONVENIENCE

The Company, by written notice (with a notice period of 30 days) sent to the Service provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination will specify that termination is for the Company's convenience, the extent to which performance of the Service provider under the Contract is terminated, and the date upon which such termination becomes effective.

## 5. GOVERNING LAW AND DISPUTES

If any dispute or difference of any kind whatsoever shall arise between the Company and the service provider in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such disputes or difference by mutual consultation.

If after 30 days the parties have failed to resolve their disputes or difference by such mutual consultation, then either the Company or the service provider may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the services under the contract. Further, submitting to Arbitration may be considered as an additional remedy and it does not preclude the Parties to seek redressal/ other legal recourse.

Arbitration proceedings shall be conducted in accordance with the following rules of procedure. The dispute resolution mechanism to be applied shall be as follows:

5.1 In case of dispute or difference arising between the Company and the Service provider relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of three (3) arbitrators, one each to be appointed by the respective Company and the Service provider; the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Company, which appointment shall be final and binding on the parties.

5.2 If one of the parties fails to appoint its arbitrator within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Company shall appoint the Arbitrator. A certified copy of the order of the Company's making such an appointment shall be furnished to each of the parties.

5.3 Arbitration proceedings shall be held at Chennai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

5.4 The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

Notwithstanding any reference to arbitration herein,

5.5.1 The parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and

5.5.2 The Company shall pay the service provider any monies due to the service provider.

5.5.3 Submitting to arbitration may be considered as an additional remedy and it does not preclude the Parties to seek redressal / other legal resource

## 6. 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, the parties shall hold consultations with each other in an endeavour to find a solution to the problem. Notwithstanding the above, the decision of UIIC shall be final and binding on the Bidder.

### 7. EXIT REQUIREMENTS

Upon expiry or termination of the contract, the Consultant shall hand over all databases, Standard Operating Procedures (SOPs), reconciliation records, litigation repository, and all other project-related documents/data to the Company. The Consultant shall also provide transition support for a period of three (3) months to ensure smooth migration and continuity of services. Upon successful completion of the migration, the Consultant shall certify that all Company data has been permanently deleted from its systems, backups, and storage media, and that no copies have been retained.

### 8. INDEMNITY

The Service Provider shall indemnify and keep the Company harmless from all liabilities, claims, costs, expenses, taxes and assessments including but not limited to penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the Service Provider's obligation under this Agreement or in respect to all salaries, wages or other compensation to all persons employed by the Service Provider in connection with the performance of its services under this Agreement.

In the event of any third party raising claim or bringing action against the Company including but not limited to action for injunction in connection with any rights affecting the application supplied by the Service Provider covered under this agreement or the use thereof, the Service Provider agrees and undertakes to defend and / or to assist the Company in defending at the Service Provider cost against such third party's claim and / or actions and against any law suits of any kind initiated against the Company.

In the event of any claims being made on the Company, on account of any breach or non-compliance of any applicable law, unauthorized act, fraud, deed or thing done or omitted to be done or undertaking made or deficiency in service-by-Service Provider, its employees, officers, agents, the Service Provider undertakes to pay on first demand made by the Company of any amount on this account without any demur, contest, protest whatsoever within 7 working days of the demand being made. The Company may at its discretion settle any or all claims made on it and recover the amount so paid from the Service Provider and /or make deductions from the amount payable by the Company to Service Provider.

### 9. DURATION OF CONTRACT

The contract period shall commence from the date of signing of the agreement and will be valid for a period of three years from the date of signing of the agreement (effective date...............). Further, Company has the right to extend the contract period further for a period of one or more years post completion of the three years with same terms and conditions, and rates, subject to the services offered by the Service Provider are found satisfactory. In such case, the Service Providers has to submit a fresh Performance Bank guarantee or extend the performance bank guarantee already submitted to Company as performance security for such extended period post completion of three years of contract.

## 10. PAYMENT TERMS

The Company agrees to make payment to the Service Provider **Rs__________/- (______________In Words_________) plus applicable GST per annum** on receipt of invoice on quarterly basis from the Service Provider.

## 11. CONFLICT OF INTEREST

The Company requires that the Service Provider provides professional, objective, and impartial advice, and at all times hold Company`s interest paramount, strictly avoid conflicts with other assignment(s)/ job(s) or their own corporate interests, and act without any expectation / consideration for award of any future assignment(s) from Company.

Without limitation on the generality of the foregoing, the Service Provider, and any of their affiliates and member firms, shall be considered to have a conflict of interest (and shall not be engaged under any of the circumstances) as set forth below:

i) **Conflicting assignment/job:** The Service Provider (including its personnel) or any of its affiliates and member firms shall not be hired for any assignment/job that, by its nature, may be in conflict with another assignment/job of consultancy to be executed for the same and/or for another employer.

ii) **Conflicting relationships:** The Service Provider (including its personnel) having a business or family relationship with a member of the Company's staff who is directly or indirectly involved in any part of (a) the preparation of the terms of reference of the assignment/job, (b) the selection process for such assignment/job, or (c) supervision of the contract, may not be awarded a contract, unless the conflict stemming from such a relationship has been resolved in a manner acceptable to the Company throughout the selection process and the execution of the contract.

**iii) Solicitation of Employees**

The Service Provider, during the term of the contract, shall not without the express written consent of the Company, directly or indirectly:

a) Recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Company in rendering services in relation to the contract; or

b) Induce any person who shall have been an employee or associate of the Company at any time to terminate his/ her relationship with the Company.

## 12. COMPLIANCE WITH STATUTORY AND REGULATORY PROVISIONS

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

Compliance with all applicable laws shall be limited to laws which are directly/ indirectly affecting Company`s business due to the services provided as part of this RFP/Contract. However statutory compliance for providing the service mentioned in the RFP/Contract ought to be carried out by the Service Provider.

The Service Provider shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project/contract or for the conduct of their own business under any applicable Law, the Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project/contract, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Company and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Company will give notice of any such claim or demand of liability within reasonable time to the Service Provider. The Service Provider is not absolved from its responsibility of complying with the statutory obligations as specified above.

### 14. PERFORMANCE BANK GUARANTEE

The Service Provider shall submit the Performance Bank Guarantee, detailed as under:

a) The Service Provider shall submit a Performance Bank Guarantee (PBG) amounting to 25% of contract value within 15 days of signing of contract, valid for a period of 3 years and 3 months from the date of award of tender and should be extended on extension of agreement.

b) The Service Provider shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due and also on mutual consent. In case the Service Provider fails to submit performance bank guarantee within the time stipulated, the Company, at its discretion, may cancel the order placed on the Service Provider without giving any notice.

c) The Performance Bank Guarantee shall be furnished for due performance of the contract.

d) The Company shall invoke the performance bank guarantee in case the Service Provider submits any false information or declaration letter during the tender process or period of contract, fails to discharge their contractual obligations during the period or if in the opinion of the Company the Service Provider has failed / fails to perform the assignment under the contract to the satisfaction of the Company or if the Company incurs any loss due to Service Provider's negligence in carrying out the project implementation as per the agreed terms & conditions. The invocation of performance Bank guarantee will not be applicable in case the delay is for reasons attributable to the Company and/or Force Majeure. However, it shall be the responsibility of the Service Provider to prove that the delay is attributed to the Company and/or Force Majeure. The decision taken by the Company in this regard shall be final and Service Provider shall not dispute the same.

### 15. VIOLATIONS OF TERMS

The Company shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Service Provider from committing any violation or enforce the performance of the covenants, obligations and representations contained in this Contract. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Company may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

### 16. TRANSITION PHASE ON CONTRACT EXPIRY / TERMINATION OF THE CONTRACT

Service Provider shall hand over all hard ware, software (including OS, DB & third-party tools) and data along with the archival system to the Company/ Company's appointed Service Provider to migrate the same to new system in case of termination of contract or completion of contract period to the Company as per required format at no additional cost to the Company.

### 17. INTELLECTUAL PROPERTY IDEMNITY

The Service Provider shall undertake to indemnify the Company and its officers, employees and agents against liability, including costs, for: –

a. Actual or alleged direct or contributory infringement of, or inducement to infringe, any Indian or foreign patent, trademark or copyright, arising out of the performance of this contract.

b. Actual or alleged direct or contributory infringement or misuse by Service Provider of, any license issues arising out of the execution of this contract.

## 18. CONFIDENTIALITY AND NON-DISCLOSURE

The terms and conditions shall be governed by a separate confidentiality and non- disclosure agreement executed with the Service provider by the Company which shall form part of this agreement.

## 19. JURISDICTION

The courts at Chennai shall have jurisdiction over matters arising out of or relating to this agreement.

Term and conditions contained in the RFP form part of this Service Level Agreement and the agreement terms shall prevail in case of any repugnancy.

The relationship between the Company and the Service Provider is on principal – to – principal basis. Nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or master and servant or employer and employee between the Company and the Service Provider or any affiliates or subsidiaries or to provide any Party with the right, power or authority, whether express or implied to create any such duty or obligation on behalf of the other party.

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

Signed, Sealed and Delivered by the

For **United India Insurance Company Limited (The Company)**

**Deputy General Manager**

In the presence of: Witness 1

Witness 2

For ________________________________ **(Service provider)**

**Director/Partner**

In the presence of: Witness 1

Witness 2

**ANNEXURE-18**

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (the "Agreement") is entered into on this ______________ ("Effective Date") by and between:

United India Insurance Company Limited, a company incorporated under the provisions of Companies Act, 1956 and having its Head office at 9th Floor, 24, Whites Road Royapettah, in front of PVR Sathyam Cinema Chennai-600014, (hereinafter referred to as "the Company or UIIC", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) of the FIRST PART;

And

________________________________, a company incorporated under the (Indian) Companies Act,1956 and having its registered office at ____________________________ (hereinafter referred to as "SERVICE PROVIDER", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns), of the LAST PART.

(Company and SERVICE PROVIDER are hereinafter individually referred to as a "Party" and collectively referred to as the "Parties").

WHEREAS:

The Parties wish to exchange information for the purpose of exploring the possibilities of a potential business relationship that would be to the mutual benefit of the Parties and

The Parties desire to protect the confidentiality of such information as may be exchanged by and between each other.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND OBLIGATIONS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

**SECTION 1. DEFINITIONS**

In this Agreement, unless the context otherwise requires, the following terms shall have the following meanings:

"Confidential Information" means, subject to the exceptions set out in Section 3 hereof, any information which is confidential in nature or that is treated as being confidential by the Disclosing Party, whether such information is or has been conveyed to the Receiving Party orally or in written or other tangible form, and whether such information is received, directly or indirectly, such as in the course of discussions or other investigations by the Receiving Party. Without limiting the generality of the foregoing, Confidential Information shall include without limitation, (i) any trade secret, technical, financial or business information, data, idea, concept or know-how that is considered and treated as being confidential by the Disclosing Party; (ii) any information relating to the Disclosing Party or to any person, firm or other entity with which the Disclosing Party does business with which is not known to the public, including the identity and information specific to the customers/clients of the Disclosing Party; (iii) the fact that discussions between the Parties have been or are taking place; (iv) Personal Information and customer lists and records; (v) business models and market data; (vi) the fact that confidential information has been disclosed to the Receiving Party; (vii) third-party information that the Disclosing Party is obligated to keep confidential, and (viii) the existence or terms and conditions of this Agreement. Confidential Information disclosed in tangible or electronic form may be marked or otherwise identified by the Disclosing Party with a legend as being confidential, but in no event shall the absence of such a mark or legend relieve the Receiving Party of its obligations hereunder;

"Disclosing Party" means any Party or its Representatives that discloses its Confidential Information pursuant to this Agreement;

"Governmental Authority" means any government, or any governmental, legislative, executive, administrative, fiscal, judicial or regulatory, authority, body, board, ministry, department, commission, tribunal, instrumentality or other person exercising legislative, executive, administrative, fiscal, judicial or regulatory functions (including any court, tribunal, mediator or arbitrator of competent jurisdiction), having jurisdiction over the matter in question, whether as of the date of this Agreement or thereafter, in any jurisdiction or political sub-division;

"Personal Information" means information about an individual which is personally identifiable;

"Receiving Party" means any Party or its Representatives that receives Confidential Information pursuant to this Agreement; and

"Representatives" means the directors, officers, employees, professional advisors or consultants of a Party or its affiliates.

## SECTION 2. USE AND DISCLOSURE OF CONFIDENTIAL INFORMATION

Non-Disclosure. The Receiving Party agrees that it shall not use, copy, transmit or otherwise reproduce, in whole or in part, any Confidential Information for any purpose other than the Purpose, or reverse engineer, decompile or disassemble the Confidential Information, or disclose, disseminate or otherwise communicate in whole or in part any of the Confidential Information to any third party provided, however, that (i) disclosure of the Confidential Information may be made to the Representatives of the Receiving Party who need to know such Confidential Information for the evaluation or implementation of the Purpose and who have been advised to maintain such Confidential Information in confidence in accordance with the terms hereof; and (ii) disclosure of the Confidential Information may be made to other persons upon receipt of the Disclosing Party's prior written consent.

Authority. The Disclosing Party represents and warrants that (a) the Receiving Party and its Representatives are explicitly authorized to access all Confidential Information relating to or in connection with or to be obtained from the Disclosing Party and/or their Representatives for evaluation of Purpose pursuant to this Agreement; (b) it and its Representatives have all rights, permissions and authority necessary to provide Receiving Party and its Representatives with the all Confidential Information pursuant to this Agreement and any other information provided to Receiving Party and its Representatives hereunder in connection with the Purpose; (c) it has obtained legally-adequate consent as necessary to provide Receiving Party with any Personal Information, if any; and (d) it is in compliance and shall remain in compliance during the term, with all applicable local, city, state, central, national, and international laws, rules and regulations, including those relating to data protection, privacy, identity theft, data breach, consumer protection, and data security, and any applicable industry standards relating to privacy and data security. Further, the Disclosing Party authorizes third party vendors (if applicable) to share the Disclosing Party's Confidential Information, if required. No other consent of Disclosing Party and its Representatives is required for Receiving Party and its Representatives to work on such data and Confidential Information shared by Disclosing Party.

Degree of Care. The Receiving Party agrees that: (i) it shall safeguard the Confidential Information from disclosure to anyone other than as permitted hereby and, at a minimum, use efforts commensurate with those that the Receiving Party employs for protecting the confidentiality of its own confidential information, which efforts shall in no event amount to less than a reasonable degree of care; (ii) the collection, use, disclosure and retention of Personal Information is subject to applicable privacy legislation. The Receiving Party shall be responsible for any breach of this Agreement committed by any of its Representatives.

Legal Requirement. In the event the Receiving Party is required by law, regulation, court order or by any Governmental Authority to disclose any Confidential Information, the Receiving Party agrees that, prior to disclosing any Confidential Information, and to the extent permitted by applicable law, it shall: (i) promptly notify the Disclosing Party in writing and otherwise cooperate with the Disclosing Party in order to facilitate the Disclosing Party seeking a protective order or other appropriate remedy from the relevant and proper authority, except to the extent the Receiving Party's compliance with the foregoing would cause it to violate a court order or other legal requirement; (ii) cooperate with the Disclosing Party to lawfully limit and/or obtain any such protective orders or other appropriate remedy, and (iii) permit the Disclosing Party to review the form and content of any Confidential Information that will be disclosed. The Receiving Party further agrees that should the Disclosing Party not be successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, it shall furnish only that portion of the Confidential Information which is legally required and shall exercise all reasonable efforts to obtain reliable assurances that confidential treatment shall be afforded to the Confidential Information.

**SECTION 3. EXCEPTIONS**

Notwithstanding anything to the contrary herein, the following shall not constitute Confidential Information for the purposes of this Agreement:

Information that the Receiving Party can show, by documentary and competent evidence, was known by it prior to the disclosure thereof to the Receiving Party; or

Information that is or becomes generally available to the public other than as a result of disclosure directly or indirectly by the Receiving Party in breach of this Agreement; or

Information that is or becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party, provided that such source is not in breach of its obligations of non-disclosure towards the Disclosing Party; or

Information that the Receiving Party can show, by documentary and competent evidence, to have been developed independently by the Receiving Party without using the Confidential Information; or

Information of which the Disclosing Party has authorized the unrestricted disclosure.

**SECTION 4. NO IMPLIED OBLIGATIONS**

Unless a written agreement between the Parties with respect to the Purpose is executed, if any, and except for the matters specifically agreed to herein pertaining to the confidentiality of the Confidential Information, neither Party shall be under any legal obligation of any kind whatsoever with respect to the Purpose by virtue of this Agreement. Nothing in this Agreement shall imply or create any exclusive relationship between the Parties and the Parties are free to pursue discussions, negotiations, potential business relationships with any other person(s).

**SECTION 5. OWNERSHIP**

All Confidential Information is and shall remain the property of the Disclosing Party. By disclosing information to the Receiving Party, the Disclosing Party does not grant any express or implied right to the Receiving Party to, or under, the Disclosing Party's patents, copyrights, trademarks, trade secret information or any other form of intellectual property right. No license under the Disclosing Party's trade secret, patent application, industrial design, trade mark, copyright, confidential process, formula, plan, computer program, data or other valuable confidential information or know how is granted to the Receiving Party or can be implied by disclosure to the Receiving Party of any Confidential Information pursuant to this Agreement.

## SECTION 6. NO WARRANTY OF ACCURACY

6.1 The Parties represent and warrant that: (i) each has the authority and power necessary to execute, deliver and perform its obligations under this Agreement and need not obtain consent from any other person or entity; (ii) neither the execution, delivery nor performance of this Agreement will be or result in, a breach or contravention of any other previously assumed contract, obligation, charter, agreement of partnership or bylaws; (iii) this Agreement is a valid and binding obligation, enforceable against it in accordance with its terms; (iv) upon execution of this Agreement, the Parties will execute, deliver and take all other actions as may reasonably be required to complete their obligations; (v) all representations passed on to the other Party under this Agreement are true and factually correct; and (vi) the Parties have the requisite authority to share such information with the other Party.

6.2 The Receiving Party acknowledges that neither the Disclosing Party nor any of its Representatives make any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information disclosed to the Receiving Party hereunder. Neither the Disclosing Party nor any of its Representatives shall be liable to the Receiving Party or any of its Representatives relating to or resulting from the Receiving Party's use of any of the Confidential Information or any errors therein or omissions therefrom.

## SECTION 7. TERM

7.1 Term and Surviving Obligations. The term of this Agreement shall commence on the Effective Date and shall continue in force for the entire period during which the Parties are having discussions relating to the Purpose and for a period of 1 (one) year after such discussions have terminated, provided however that, the Parties' obligations relating to the confidentiality of Personal Information and Confidential Information shall continue to survive following the expiry or termination of this Agreement for a period of 1 (one) year. For greater certainty and notwithstanding anything herein, each Party reserves the right to terminate discussions relating to the Purpose at any time and for any reason.

7.2 Return. Upon the Disclosing Party's written request and, in any event, when this Agreement has expired, the Receiving Party shall promptly return to the Disclosing Party or certify as destroyed all of the Confidential Information that is in the Receiving Party's possession or control and all analyses, studies, or other materials, or parts thereof, that were created by the Receiving Party and that are based on or contain the Confidential Information. However, the Disclosing Party acknowledges that such destruction by the Receiving Party may not include the Confidential Information, which if, is stored pursuant to the auto-back up system and which cannot be deleted/destructed easily by the Receiving Party, without putting unreasonable efforts and cost.

## SECTION 8. REMEDIES

The Receiving Party acknowledges and agrees that money damages might not be a sufficient remedy for any breach or threatened breach of this Agreement by the Receiving Party or its Representatives. Therefore, in addition to all other remedies available at law (which the Disclosing Party does not waive by the exercise of any rights hereunder), the Disclosing Party shall be entitled to seek specific performance and injunctive and other equitable relief as a remedy for any such breach or threatened breach. In the event that either Party institutes any legal suit, action or proceeding against the other Party arising out of or relating to this Agreement, the prevailing Party in the suit, action or proceeding shall be entitled to receive in addition to all other damages to which it may be entitled, the costs incurred by such Party in conducting the suit, action or proceeding, including reasonable attorneys' fees and expenses and court costs.

## SECTION 9. INDEPENDENT DEVELOPMENT

The Disclosing Party acknowledges that the Receiving Party may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Accordingly, nothing in this Agreement will be construed as a representation or agreement that the Receiving Party will not develop or have developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information, provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development.

## SECTION 10. PUBLIC ANNOUNCEMENT

Unless required to do so under the law, neither Party will make any public announcement in relation to this Agreement or the contents or existence of this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed if such announcement is required by law or regulation or by any Governmental Authority. The Receiving Party undertakes not to use Disclosing Party related material in any of its media coverage, including electronic communications with third parties without prior written consent of the Disclosing Party.

## SECTION 11. GENERAL PROVISIONS

11.1 Governing Law and Jurisdiction. This Agreement and all rights, duties and obligations arising hereunder shall be governed in accordance with the laws of India; notwithstanding any conflicts of laws principles. Subject to clause 11.2 below, the Parties submit to the exclusive jurisdiction of the Courts of Chennai.

11.2 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by a Party from time to time in accordance with this Section).

11.3 Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto.

11.4 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

11.5 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

11.6 Assignment. Neither Party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other Party, provided that the Disclosing Party may assign any of its rights and delegate any of its obligations hereunder to any person or entity that acquires substantially all of the Disclosing Party's assets. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

11.7 Waivers. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

**Bidder Name**

By: ______________________________

Name:

Title:

Date:

**United India Insurance Company Limited**

By: ___________________________

Name:

Title:

Date: