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**REQUEST FOR PROPOSAL (RFP) FOR  
PROVIDING SECONDARY CONNECTIVITY  
ALONG WITH NETWORK EQUIPMENT  
REFRESH AND OTHER MANAGED SERVICES**

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UIIC:HO:ITD:RFP:122:2018-19



**UNITED INDIA INSURANCE CO. LTD**  
INFORMATION TECHNOLOGY DEPARTMENT  
No. 24, Whites Road, Chennai - 600014



Release Date of Tender	06.02.2019
RFP Document Fee	Rs. 10,000/-
Earnest Money Deposit (EMD)	Rs. 50,00,000/-
Last Date for Queries	18.02.2019
Date of Pre-Bid Meeting	22.02.2019 – 11.30 AM
Last Date of Bid Submission	08.03.2019 – 11.30 AM

Address for Communication & Submission of Bids	Chief Manager Information Technology Department First Floor, United India Insurance Co. Ltd Regd & Head Office No. 24, Whites Road, Chennai 600 014
E-Mail IDs for communication	to: <a href="mailto:rfp.networks@uiic.co.in">rfp.networks@uiic.co.in</a>

### DEFINITION OF TERMS USED IN THIS DOCUMENT

1	<b>Company/UIIC/Purchaser</b>	United India Insurance Company Limited
2	<b>EMD</b>	Earnest Money Deposit
3	<b>BG</b>	Bank Guarantee
4	<b>Bidder/Vendor</b>	Is a Company, which participates in the tender and submits its proposal
5	<b>Products/Equipment</b>	Materials, which the Successful Bidder is required to supply, support/ maintain as per this tender
6	<b>DC</b>	Data Center
7	<b>DR</b>	Disaster Recovery Site, Hyderabad
8	<b>NR</b>	Near Line Disaster Recovery Site, Chennai
9	<b>LC</b>	Learning Center, Chennai
10	<b>Successful Bidder</b>	A company, which, after the complete evaluation process, gets the Letter of Acceptance
11	<b>LOA (Letter of Acceptance)</b>	The issue of a signed letter by the Purchaser stating its intention to award the work mentioning the total Contract Value
12	<b>OEM</b>	Original Equipment Manufacturer
13	<b>MTTR1</b>	Mean Time to Respond
14	<b>MTTR2</b>	Mean Time to Resolve
15	<b>SLA</b>	Service Level Agreement
16	<b>BOM</b>	Bill of Materials
17	<b>MAF</b>	Manufacturer's Authorization Form
18	<b>ISP</b>	Internet Service Provider
19	<b>MPLS</b>	Multi Protocol Label Switching
20	<b>SP</b>	Service Provider
21	<b>TCO</b>	Total Cost of Ownership



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## **1. ABOUT THE COMPANY**

United India Insurance Company Limited (UIIC) is a leading public sector General Insurance Company transacting General Insurance business in India with Head Office at Chennai, 30 Regional Offices, 7 Large Corporate and Brokers Cells and 2000+ Operating Offices geographically spread throughout India and has over 16000 employees. United India Insurance Company Limited, hereinafter called “UIIC” or “The Company”, which term or expression unless excluded by or repugnant to the context or the meaning thereof, shall be deemed to include its successors and permitted assigns, issues this bid document, hereinafter called Request for Proposal or RFP.

## **2. PURPOSE OF THIS DOCUMENT**

The purpose of this Request for Proposal (hereafter referred to as “RFP”) is to define scope of work for Providing Secondary Connectivity along with Network Equipment Refresh and other Managed Services. This RFP contains details regarding scope, project timelines, evaluation process, terms and conditions as well as other relevant details which the bidder needs to factor while responding to this RFP.

UIIC currently has its primary MPLS connectivity with BSNL. UIIC wants to avail Secondary Connectivity along with Network Equipment Refresh and other Managed Services from another Service Provider (SP).

The SP has to provide, manage and maintain all necessary infrastructure components & services that would be necessary as per the defined requirements of this RFP and subsequent addendums if any. The SP has to ensure that the desired objective of UIIC’s network connectivity infrastructure is fulfilled.

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

- a. UIIC invites bids for Providing Secondary Connectivity along with Network Equipment Refresh and other Managed Services.
- b. Tender Bidding Methodology: Sealed Bid System - 'Single Stage - Three Envelopes' [Eligibility Criteria Analysis, Technical Bid, Commercial Bid].

### **Offline Submission**

- c. The Tender offer should be submitted in one sealed envelope mentioning “**Proposal for Secondary Connectivity along with Network Equipment Refresh and other Managed Services**” which should in turn contain two sealed covers super scribed as **Cover ‘A’** and **Cover ‘B’**.
- d. **Cover ‘A’** should contain the documents as listed in the Bid Submission Checklist for Cover A as per Annexure 8.
- e. **Cover ‘B’** should contain the documents as listed in the Bid Submission Checklist for Cover B as per Annexure 8.
- f. Commercial bids shall be submitted strictly in online mode only adhering to the Commercial Bid format as per Annexure 13. Offline commercials bids shall not be accepted.
- g. **Failure to submit any of the above listed documents will result in outright rejection of the bidder.**

### **Online Submission**

- h. United India Insurance Co. (UIIC) will engage the services of M/s TCIL (Telecommunications Consultants India Ltd) for the e-bidding services. M/s TCIL will



provide all necessary assistance for online bidding on Internet for the interested bidders.

- i. For further instructions regarding submission of bids online the Bidder shall visit the homepage of the portal (<https://www.tcil-india-electronictender.com>).
- j. The relevant tender documents can be downloaded from the TCIL site with the bidders authorized TCIL ids.
- k. The bidders should fill in all relevant details in the eligibility criteria and technical envelope in online mode. The bidder has to attach relevant scanned documents where ever asked in the online bidding mode.
- l. Commercial Bid should be submitted in **online mode**. Detailed commercial bid (adhering to commercial bid format as per Annexure 13) has to be uploaded as PDF document in the TCIL portal.
- m. **Failure to submit any of the above listed documents will result in outright rejection of the bidder.**

#### **4. THE TENDER OFFER**

- a. The Tender Offer as indicated above addressed to Chief Manager, Information Technology department shall be submitted at the **Information Technology Department, First Floor, UNITED INDIA INSURANCE Co. Ltd, Regd. & Head Office, No. 24 - Whites Road, Chennai - 600 014** on or before **11 AM on 08/03/2019**. If the last date for submission of tenders happens to be a holiday due to some unforeseen circumstances, then the tender can be submitted by 3PM on the next working day.
- b. A non-refundable tender document fee of **Rs. 10,000/- (Rupees Ten Thousand Only)** shall be remitted through NEFT atleast two days prior to the tender submission date to the below account:

Beneficiary Name	United India Insurance Company Ltd.
IFSC Code	BOFA0CN6215 (Please distinguish alphabet O with 0 (Zero)).
Account No	UIIC000100
Bank Details	Bank of America, 748, Anna Salai, Chennai 600 002.
Remarks	FEET92<Depositor Name>

- c. All the bid covers would be opened by the Committee constituted by the Company in the presence of bidders who are present at the address given above.
- d. The vendor shall provide commercial quote as per the format given in Annexure 13.

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

- a. EMD of Rs. 50,00,000/- (Rupees fifty lakhs only) in the form of Bank Guarantee / NEFT favoring UIIC shall be valid for three months.
- b. In case of EMD in the form of Bank Guarantee, the bidders shall adhere to the format enclosed along with this RFP. (REF. Annexure 4: Bank Guarantee Format)/Electronic Credit for EMD of Rs. 50,00,000/- (Rupees fifty lakhs Only)
- c. Bank Guarantee shall be drawn in favor of "United India Insurance Company Limited" payable at Chennai.
- d. In case of Electronic Credit, the E.M.D shall be credited to our Bank Account as given below:



Beneficiary Name	United India Insurance Company Ltd.
IFSC Code	BOFA0CN6215 (Please distinguish alphabet O with 0 (Zero)).
Account No	UIIC000100
Bank Details	Bank of America, 748, Anna Salai, Chennai 600 002.
Remarks	EMDT92<Depositor Name>

- e. The EMD will not carry any interest.
- f. The electronic credit should be affected positively on the day prior to the tender submission date.
- g. The above account details shall be used for remitting the non-refundable tender document fee as well.

#### **6. FORFEITURE OF E.M.D**

The EMD made by the bidder will be forfeited if:

- a. The bidder withdraws the tender after acceptance.
- b. The bidder withdraws the tender before the expiry of the validity period of the tender.
- c. The bidder violates any of the provisions of the terms and conditions of this tender specification.
- d. The successful bidder fails to furnish the required Performance Security within 21 days from the date of receipt of LOA (Letter of Acceptance)

#### **7. REFUND OF E.M.D**

- a. EMD will be refunded to the successful bidder, only after submission of Performance Security.
- b. In case of unsuccessful bidders, the EMD will be refunded to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.

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

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

#### **9. REJECTION OF TENDERS**

The tender is liable to be rejected interalia:

- a. If it is not in conformity with the instructions mentioned herein,
- b. If it is not accompanied by the requisite proof of tender document fee paid.
- c. If it is not accompanied by, the requisite proof of EMD paid.
- d. If it is not properly signed by the bidder,
- e. If it is received after the expiry of the due date and time of submission,
- f. If it is evasive or in complete including non-furnishing the required documents.
- g. If it is quoted for period less than the validity of tender.
- h. If it is received from, any blacklisted bidder or whose past experience is not satisfactory.

## **10. VALIDITY OF TENDERS**

Tenders should be valid for acceptance for a period of at least 90 (ninety) days from the last date of tender submission. Offers with lesser validity period would be rejected.

## **11. GENERAL TERMS**

- a. Bids are invited from Service Providers other than the existing MPLS Service Provider.
- b. Power of Attorney by both Bidder as well as OEM shall be submitted in similar appropriate generic format and it should authorize the concerned person to sign the respective documents (MAF, Self Declarations etc.,) on behalf of the company, clearly mentioning the Tender reference number, tender date, name of the tender and the name of the Purchaser (United India Insurance Co. Ltd)
- c. The Bidders should ensure that both Bidder and the corresponding OEM has the minimum eligibility criteria mentioned in Annexure 9 & Annexure 10. Any criteria below the minimum levels specified would result in outright rejection of the bid for the respective Bidder.
- d. The bidder should submit separate MAFs for both Network Router / WAN Edge Device & Network Switch if both are from different OEMs. Accordingly, two Power of Attorneys from both the OEMs shall also be submitted.
- e. If the Bidder/ISP does not provide NOC / Managed services as a service to their customer, they may provide the said services through another Service Providers or System Integrator. Such Service Providers or System Integrator will abide by the terms and conditions of the master agreement entered into by the Bidder/ISP. The Bidder/ISP in such case should declare the name of the Service Providers or System Integrator upfront at the time of bidding and also make a request for direct payment to the Service Providers or System Integrator for NOC / Managed Services (if so required).
- f. The successful bidder shall sign the agreement within 21 days from the date of Letter of Acceptance (LOA) from UIIC.
- g. The agreement shall be in force for a period of three years from the date of Purchase Order.
- h. Any pre-bid queries may be communicated through e-mail only and response for the same will be published as corrigendum/addendum on the Company's website.
- i. The offer containing erasures or alterations will not be considered. There shall be no handwritten material, corrections or alterations in the offer.
- j. Addendum/Amendments/Corrigendum, if any, will be communicated through website only. UIIC reserves the right to cancel the tender at any time without incurring any penalty or financial obligation to any bidder.
- k. UIIC reserves its right to carry out factory inspection of the equipment to be supplied to UIIC at bidder's factory/site/centre. There shall not be any additional charges for such inspection.
- l. UIIC is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, GoI. The policy details are available on the website [www.dcmsme.gov.in](http://www.dcmsme.gov.in)
- m. These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs).
- n. Such MSEs would be entitled for exemption from furnishing tender fee and earnest money deposit (EMD). In case of any issue on the subject matter, the MSE's may approach the tender inviting authority to resolve their grievances.





- o. Agencies/ Bidders desirous of availing exemptions/ preference under above provisions should submit a copy of proof of Registration as MSEs/ and ownership of the same by SC/ST along with the tender/RFP.
- p. The bidder to note that, splitting of order would not be applicable in this tender.

## **12. PERFORMANCE SECURITY**

The successful tenderer will have to furnish a security deposit to the tune of 10% of the total cost of ownership in the form of a Bank Guarantee for a **period of 4 years (forty eight months)** obtained from a nationalised/scheduled bank for proper fulfilment of the contract.

## **13. PRICE**

- a. The bidders should quote only the base price. All applicable taxes will be paid as shown in the invoices.
- b. The price shall be all inclusive of labour cost, packing, forwarding, freight, transit insurance, Excise duty, road permit charges, other duties, if any, including state levy, delivery, installation, commissioning and testing charges.
- c. 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 taxes or any other factor should be passed on to UIC.
- d. All the items should be quoted in INR (Indian Rupees) only.

## **14. INSURANCE**

The Bidder is responsible for acquiring necessary insurance for all components during the Contract Period. The goods/equipment supplied under the Contract shall be fully insured in Indian Rupees. UIC shall not be responsible for any loss or damage for the equipment supplied under this Contract during the Contract Period and hence the bidder should ensure that necessary insurance protection is available.

## **15. NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER**

- a. UIC 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.
- b. UIC reserves the right to make any changes in the terms and conditions of the tender. UIC will not be obliged to meet and have discussions with any Bidder or to entertain any representations.

## **16. FORMAT AND SIGNING OF BID**

- a. Proposals submitted in response to this tender must be signed by (in all the pages) the Authorized signatory of the Bidder's organization as mentioned in the Power of Attorney or Letter of Authorization.
- b. The bid shall be in A4 size papers, numbered with index, highlighted with technical specification details, shall be signed by the Bidder or a person duly authorized to bind the Bidder to the Contract and neatly bound or filed accordingly.
- c. Any interlineations, erasures or overwriting shall be valid only if the person signing the bid counter signs them.
- d. Bids should be spirally bound or fastened securely before submission. Bids submitted in loose sheets will be rejected as non-compliant.
- e. Bidders responding to this tender must comply with the format requirements given in various annexures of the tender. Bids submitted in any other format/type will be treated as non-compliant and may be rejected.

- f. Bidder should attach a copy of the RFP which is counter signed with company seal in all pages.
- g. 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.
- h. 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.

### **17. 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 equipment to his other customers, prior approval of the Company will have to be obtained by him in writing.

### **18. ROYALTIES AND PATENTS**

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

### **19. INDEMNIFICATION**

- a. 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.
- b. The Bidder shall indemnify, protect and save UIIC and hold UIIC harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly from
  - i. a gross negligence and/or wilful default of the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract
  - ii. breach of any of the terms of this tender document or breach of any representation or warranty by the Bidder
  - iii. use of the deliverables and or services provided by the Bidder
  - iv. Infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project.
- c. The Bidder shall further indemnify UIIC against any proven loss or damage to UIIC's premises or property, etc., due to the gross negligence and/or wilful default of the Bidder's employees or representatives to the extent it can be clearly established that such employees or representatives acted under the express direction of the Bidder.
- d. The Bidder shall further indemnify UIIC against any proven loss or damage arising out of loss of data, claims of infringement of third party copyright, patents, or other intellectual property, and third-party claims on UIIC for malfunctioning of the equipment at all points of time, provided however:

- i. UIC notifies the Bidder in writing in a reasonable time frame on being aware of such claim
- ii. the Bidder has sole control of defence and all related settlement negotiations
- iii. UIC provides the Bidder with the assistance, information and authority reasonably necessary to perform the above, and
- iv. UIC 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 UIC's (and/or its customers, users and service providers) rights, interest and reputation.

## **20. LIQUIDATED DAMAGES**

- a. The liquidated damage is an estimate of the loss or damage that UIC may have suffered due to non-performance of any of the obligations (under the terms and conditions) or delay in performance during the contract relating to activities agreed to be undertaken by the Bidder.
- b. If the bidder fails to deliver and install the Solution or to perform the services within the time period(s) specified in the contract, UIC shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 0.5% of the contract price for the respective location for every week (seven days) or part thereof of delay, up to maximum deduction of 10% of the contract price for the respective location. Once the maximum is reached, UIC may consider termination of the contract.
- c. Performance of services shall be within the norms specified in the Service Level Agreement (SLA) forming a part of the contract. In case bidder fails to meet the above standards of maintenance, there will be a penalty as specified in the SLA.
- d. Liquidated damages are not applicable for reasons attributable to UIC and Force Majeure. However, it is the responsibility/onus of the Bidder to prove that the delay is attributed to UIC and Force Majeure. The Bidder shall submit the proof authenticated by the Bidder and UIC's official that the delay is attributed to UIC and Force Majeure along with the bills requesting payment.

## **21. LIMITATION OF LIABILITY**

Bidder's cumulative liability for its obligations under the contract shall not exceed 100% of Contract value and the bidder shall not be liable for incidental / consequential or indirect damages including loss of profit or saving.

## **22. 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.

## **23. FORCE MAJEURE**

- a. 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.
- b. 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.

- c. 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 to/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.
- d. 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.

#### **24. 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:
- d. "Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties."
- e. The venue of the arbitration shall be Chennai.
- f. The language of arbitration shall be English.
- g. The award shall be final and binding on both the parties.
- h. 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.

#### **25. WAIVER**

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

waiver, amendments or modification is in writing and signed by the party against whom enforcement of the waiver, amendment or modification is sought.

## **26. TERMINATION**

- a. UIIC shall be entitled to terminate the agreement/purchase order with the Bidder at any time giving 90 days prior written notice to the Bidder.
- b. If the termination is due to breach of obligations on the part of the Bidder, the Bidder should cure the breach within 30 days, failing which the termination shall take effect.

## **27. CONTRACT / AGREEMENT**

- a. The contract/agreement between the Vendor and the Purchaser will be signed in accordance with all the terms and conditions mentioned in this tender document.
- b. The successful bidder has to furnish two copies of the contract/agreement in a Rs. 100/- stamp paper, with all the above terms and conditions mentioned including the commercials. The draft of the contract/agreement will be shared to the successful bidder along with the LOA.
- c. The successful bidder has to furnish the duly signed contract/agreement along with the security deposit/performance guarantee for UIIC's counter signature within 21 days from the receipt of LOA.

## **28. BACKGROUND**

- a. UIIC's offices across the country are currently connected through BSNL/MTNL MPLS cloud. To ensure higher uptime, UIIC would like to provision a secondary MPLS connectivity to offices with wired/wireless last mile.
- b. UIIC intend to do a price discovery for various bandwidth slabs and internet leased lines as per the Rate Card in Annexure 13.
- c. UIIC also expects the bidders to replace the existing network equipment at the operating offices (network router and network switch). UIIC prefers to implement Next Generation WAN Technologies/Architecture as a part of the tech refresh. The new devices/solution shall be delivered to the specified locations, installed, managed and maintained for a period of three years. These devices shall be supplied to UIIC on a rental model. The minimum specifications required for these devices are mentioned in Annexures 11 & 12.

## **29. SCOPE OF WORK**

Detailed Scope of work under this RFP is as follows:

1. The bidder should ensure that the backbone and bandwidth including the last mile is not through BSNL/ MTNL lines, as UIIC wants total redundancy at service provider level. Bidder to give a Declaration to UIIC on their letter-head in this regard. The bidder can avail third party infrastructure other than BSNL/MTNL, but the responsibility of the ownership, SLA, confidentiality etc. rests with the bidder.
2. The bidder should provide all the ISP's operations and services under the scope of this RFP from a minimum tier 3 Data Centre with in Indian metro cities (Mumbai, Delhi/NCR, Kolkata, Chennai, Bangalore, Pune, and Hyderabad).
3. The service provider is expected to provide the MPLS VPN connectivity (with mesh topology) in the locations proposed to be opened in future also during the contract period at the same commercials.

4. The proposed connectivity will also be used for load balancing/sharing of UIIC's traffic depending upon the convenience of UIIC.
5. UIIC may run Data, Voice, and Video on the network simultaneously. Hence, the proposed solution should enable implementation QoS/CoS in the network from Day 1 without additional cost to UIIC.
6. The service provider should deliver and integrate their last mile into the communication equipment (network router) to be provided at these sites. Last mile hand-off should be delivered on Ethernet. The equipment should have a serial interface for primary link termination (BSNL / MTNL).
7. Integrate the MPLS VPN networks with the LAN segment of the branch locations. IP Schema standardization to be implemented across all branches, DC, DR, NDR and at Company's Corporate Training Center (referred to as LC - Learning Center) as per the standards specified by UIIC. At present UIIC is using private IP address schema and UIIC should be able to use the same / modified IP address schema for the proposed circuit. The IP address of all UIIC owned routers will be decided and provided by UIIC to the vendor and the same should be routed in the ISP's network.
8. Co-ordinate with UIIC's existing primary MPLS Vendor for terminating and commissioning of the primary links at all locations, if required.
9. At all locations, all equipment for providing the MPLS connectivity including router and switch will have to be supplied, installed, managed and maintained (throughout the entire period of contract) by the Vendor and shall remain their property.
10. All the equipment including Modems / Mux /Router/Switch etc. that is required to provide the link will have to be provided by the respective service provider. The router shall be equipped with a serial interface for primary (BSNL/MTNL) link termination and ethernet interface for the secondary link termination. The switch should be a Layer 2 Managed Switch with 24 ports. All the above equipment shall be provided on an OPEX model. Minimum Technical Specifications for the WAN Link terminating device (network device) and network switch to be delivered at UIIC's Operating Offices are mentioned in Annexure 11 & 12.
11. Vendor needs to coordinate with branch Officials and deliver the link upon site readiness and UIIC shall not pay any abortive visit charges if not adhered to.
12. For the termination of the link at Data Centre and DR-site, cross-connect charges will be born by UIIC.
13. The bidder's NOC team has to configure and manage various network equipment at DC & DR to accommodate new WAN Links and respective architecture.
14. Bidder should configure both primary and secondary link for proactive monitoring and management until resolution.
15. The bidder should manage and monitor the secondary link/equipment to ensure compliance with SLA parameters under this Contract. The bidder should also monitor the Primary link to ensure compliance with SLA parameters under the Contract with

the Primary link provider and liaison/co-ordinate with the existing primary link provider for resolving any link issues. In case of deviation, the bidder should escalate to UIC's Officials.

16. The bandwidth required will be 1 mbps for Branch Offices, 2 mbps for Divisional Offices and 4 mbps for Regional Offices. Back haul capacity of 200Mbps has to be provisioned at DC and DR. Back haul at DC and DR has to be commissioned to accommodate bandwidth on demand so that UIC can increase/decrease the bandwidth on need basis. UIC's Head Office (HO) and Corporate Training Center (LC) are to be provisioned with a bandwidth of 100Mbps and 50Mbps respectively. The DC, DR, HO and LC should be connected on dual last mile.
17. Successful Bidder should do all internal cabling until branch end network rack for successful commissioning of the required MPLS link without any additional cost to UIC. Proper cabling at all locations including DC/DR/LC/Head Office should be done neat and clean with proper tagging and ducting by the bidder without any additional cost to UIC.
18. UIC will only provide space and UPS Power supply and proper earthing for installing the requisite devices. All other required infrastructure should be arranged by the bidder at no extra cost to UIC. UIC will not take any responsibility for installation of MUX/MAST/RF antenna/Modems etc.
19. The Successful bidder should configure automatic fail over using BGP protocol for existing network links in coordination with UIC and BSNL / MTNL.
20. The successful Bidder should prepare, implement and ensure auto fall-back solution to switch over to DR site when DC is down. DC DR Drill has to be conducted two times in a calendar year without any additional cost to UIC. Any additional drills as instructed by UIC shall also be performed on need basis without any additional cost to UIC.
21. Whenever UIC wishes to shift the location of any site, the links should be shifted to the new site. The successful bidder should co-ordinate with UIC's System Integrator / Network equipment vendor to shift to the new locations. Shifting charges as mentioned in the commercial bid format will be paid on production of necessary invoices. Although the quantity mentioned in the commercial bid format is 1, the actual number may vary according to the requirements.
22. Whenever UIC wishes to upgrade any link to higher bandwidth, bidder should upgrade link as per the agreed prices. Such bandwidth upgrades shall be commissioned within four weeks from the date of purchase orders / written confirmation from UIC. In order to achieve such faster bandwidth upgrades, the last mile should be provisioned with double the bandwidth capacity of the subscribed bandwidth.
23. UIC's requirement is a Secondary MPLS connectivity for all the branches/offices locations mentioned in Annexure 15 of this RFP. Bidder should ensure during the submission of the bid, total link (Wired + RF) feasibility should be minimum of 80% of the list of branches as per Annexure 15 of this RFP. Further the number of feasible



sites on 3G/ 4G / VSAT (excluding Wired+ RF feasible location) cannot be more than 10% of the total feasible MPLS sites.

24. In the case of wireless 4G/LTE, the last mile should not have any data usage capping and it shall be only on unlimited plan similar to other wireline / RF links. UIIC shall pay only the annual recurring charges and not any other additional charges if any. The bidder has to take responsibility for roof rights and permission for installation of RF Equipment / Pole / Tripod / Mast, etc.
25. Bidder should provide declaration that the delivered MPLS VPN Network of UIIC is fully isolated from Internet traffic in their network and separated at device level as well.
26. Proactive Monitoring and management of installed network using network management software through a central location from NOC. Remote Monitoring shall be enabled from the bidder's central NOC site with 24x7x365 accessibility over toll free lines and email. Further bidder needs to provide web portal access to UIIC so that Monitoring can be done from UIIC's NOC. The bidder should monitor and manage all links for strict compliance with SLA. UIIC should also be able to obtain standard reports on the MPLS links bandwidth usage, availability of links etc. However, it is the responsibility of the bidder to deploy a network monitoring tool (NMS) to get the standard reports via a webpage dashboard or mobile app (approx. 40 concurrent mobile app user licenses).
27. Bidder has to deploy a system where call logging of down link should be done automatically i.e without manual intervention and alerts of such down calls should be reported to UIIC by way of email. Bidder should provide a portal and Dashboard to UIIC where real time monitoring can be observed and ticket logging and ticket status can be viewed and done.
28. If any call is logged for the link down issue, responsibility of the bidder shall be there until the link is up in the network switch in the branch.
29. The bidder should provide all security measures for the network, which should prevent against all kind of attacks like IP spoofing etc.
30. Bidder should provide below mentioned resources at UIIC's Head Office (24x7x365) for Proactive support to all requested locations during scheduled timing as mentioned below:
  - a. Number of Resources required:
    - i. Minimum 4 Level-1 Engineers and One Team Leader of Level 2/3 onsite Role during 9AM to 7PM. One L-1 Engineer to be stationed from 7PM to 9AM.
    - ii. During Saturdays, Sundays and Public Holidays, minimum 2 Level-1 engineers from 9AM to 7PM and One L-1 Engineer to be stationed from 7PM to 9AM.
    - iii. Team Leader should be available in general shift and accessible to UIIC 24x7. Link / Device monitoring and maintenance should be available 24x7x365 i.e 24 hours in a day through remote monitoring.



- iv. All the above staff posted at UIIC's premises by the bidder shall be on bidder's own payroll.
- b. Desired Qualifications and Experience:
- i. All Level-1 Engineers should be B.E/B.Tech/BCA/MCA/BSc. Computer Science, with any entry level network certifications and shall have minimum 2 years experience on such kind of project in past.
  - ii. Team leader should be B.E/B.Tech/MCA with minimum seven years of experience in handling such kind of project in past with expert level certification in network routing/switching/security and ITIL certified.
- c. The brief roles and responsibility of Team Leader is mentioned below:
- i. Responsible as a single point of contact for any escalations across the Nation.
  - ii. Ensure committed delivery on the project rollout front.
  - iii. Ensure committed delivery on the network uptime front.
  - iv. Ensure that the project timelines are met smoothly.
  - v. Ensure compliance of the Contract and SLAs through supervising the performance of other personnel of the Bidder involved in service deliveries etc.
  - vi. Single point of contact for providing any information required by the UIIC.
  - vii. Managing/Supervising timely resolution of escalations/tickets via Circle level Project Managers and Bidders NOC.
  - viii. Required to attend UIIC's Head Office on all working days and also on other days during exigencies.
31. Bidder should have adequate field engineer for restoration of links with skilled knowledge and prior experience. MPLS links should not remain isolated due to the absence of field engineer at any point of time. There will be no engineer visit charges in any case.
32. Publish NMS reports to prove SLA compliance of both primary and secondary links. The following reports should be submitted:
- i. Interface Availability - It shall show Availability report having interface daily, weekly, monthly or custom period basis to measure device level and network level availability and ensure that SLA specifications are being met.
  - ii. Interface Traffic statistics - It shall show Graphs & reports of interface traffic and utilization statistics to analyze network usage and plan for additional capacity.
  - iii. Interface Response time monitoring: It shall measure network latency and alert when thresholds are violated by identifying degradations early to ensure optimal VPN performance for end-users.
  - iv. Interface errors - It shall monitor errors and discards on each interface to quickly identify faulty interface and take corrective action.
  - v. NMS- MIS reports on bandwidth and link utilization, response times of link, uptime, downtime reports, configuration updates if any, should be submitted on monthly basis or whenever required by the UIIC without any errors.
  - vi. Real time web based reports and web based monitoring should be accessible to UIIC through web based portal and mobile app.
33. Ensure the availability of the required hardware and software, to manage and monitor the agreed SLA terms.



- 34. The rates quoted by the bidder shall be uniform across the country for all locations irrespective of the type of last mile connectivity.
- 35. Successful bidder should extend the back-haul connectivity between the ISP’s POP to UIC’s DC and DR which includes supply of network equipment such as MUX, modems etc. The Router required for terminating the circuits at DC and DR will be provided by UIC. The backhaul link should be on fiber end to end and should be terminated on the Ethernet port of the Router at DC/DR, Near DC, Learning Center and Head Office.

**29. DELIVERY TIMELINE**

80% sites on wired / RF	Within 20 weeks from the date of Purchase Order
10% of sites on 3G/4G/LTE/VSAT	25 weeks from the date of Purchase Order
Balance - 10% sites	29 weeks from the date of Purchase Order

Penalty for delayed delivery: UIC expects the successful bidder to deliver the required solution at minimum 80% of the sites within the above timeline. For sites, which are commissioned beyond the said delivery timelines, 100% of the total Annual Recurring Charges (ARC) against the respective location will be levied as penalty.

Bandwidth upgrades shall be commissioned within four weeks from the date of purchase orders / written confirmation from UIC, failing which a penalty of 100% of the incremental cost between the old and new bandwidth charges shall be levied against the respective location/link.

Billing: Billing shall be on quarterly basis (viz, Jan-Feb-Mar, Apr-May-Jun, Jul-Aug-Sep, Oct-Nov-Dec). Billing shall be done for number of days from the date of commissioning until the end of the respective quarter within which the commissioning takes place. However, for the first payment, minimum of 80% of the locations shall be commissioned. This is to have uniform billing and smooth processing of invoices and payment.

Sign off: Commissioning sign off shall be arranged for every 10% completion of the total sites as per PO. From 10% until 80% the sign off shall be provided in batches. Beyond 80% the sign off shall be provided as and when the links are commissioned.

**30. MAINTENANCE TIMELINE**

The selected bidder shall guarantee a quarterly uptime as mentioned in below table for the DC/DR Infrastructure & Branch infrastructure from the date of commencement of the proposed solution. (Any planned shutdown will not be considered for calculating SLA). The percentage of uptime is calculated on quarterly basis as follows:



(Total contracted minutes in a quarter – downtime during contracted minutes)\*100  
Total contracted minutes in a quarter.

The table below specifies support/maintenance matrix along with uptime:

S#	Services	MTTR1 (HH:MM)	MTTR2 (HH:MM)	Remarks
1.	Connectivity at DC/DR/NDR/HO(MPLS/P2P/Internet)	0:10	02:00	Should maintain 99.9%uptime
2.	Connectivity at RO/DO/BO	0:10	04:00	Should maintain 99.5%uptime

- **MTTR1** (Mean Time To Respond) - Defined as time taken by the help desk to respond to the concerned user over the service desk tool/ phone/Email or in person and acknowledge the problem.
- **MTTR2** (Mean Time To Resolve) - Defined as time taken to resolve a problem.

The problem shall be considered **to be solved** when the bidder has communicated to the user about the resolution of the incident and the resolution formally recorded.

The downtime calculated shall not include the following:

- Any planned shutdown
- Failure or malfunction of any equipment or services not provided by the bidder.
- Negligence or other conduct of UIIC or its agents, including a failure or malfunction resulting from applications or services provided by UIIC or its vendors

However, it is the responsibility of the selected bidder to prove that the outage is attributable to UIIC. The selected bidder shall obtain the proof authenticated by the UIIC's official that the outage is attributable to UIIC.

In case the bidder fails to meet the SLA as described above, the below penalty shall be imposed:

S#	Services	Uptime	Penalty
1.	Connectivity at DC/DR/HO/LC (MPLS/P2P/Internet)	>=99.9%	NIL
		<99.9% to >= 99.5%	10%
		<99.5 % to >= 99%	25%
2.	Connectivity at RO/DO/BO	>=99.5%	NIL
		<99.5 % to >=99.0%	10%
		<99.0 % to >=98.5 %	25%

Absence of NOC Resources at HO		Penalty
1.	Absence of Team Leader	Rs. 1000/- per day
2.	Absence of one Level-1 Engineer	Rs. 500/- per day

The maximum penalty will be up to 25% of quarterly charges of respective services. In case maximum penalty is imposed for more than two times in a year for the same location, UIIC will impose an additional penalty of 5% of the quarterly charges and may consider termination of services.



**31. TRAINING & TESTING ENVIRONMENT**

UIIC expects the bidder to setup a training/simulation environment for the new WAN Architecture and corresponding implementation of the full network stack free of cost. Such training / simulation environment can be either setup at UIIC’s DC or from the bidder’s DC and it shall be available for training/testing purposes for UIIC throughout the contract period.

UIIC also expects the bidder to conduct a full-fledged training with hand on experience and demo to atleast 40 IT Officials of UIIC during the implementation phases. The said training could be conducted in single phase or multiple phase as per convenience of both the Bidder and UIIC at UIIC’s Learning Center, Chennai.

**32. PAYMENT TERMS**

- a. No advance payment shall be made in any case.
- b. All payments will be made to the Bidder in Indian Rupees only.
- c. The payments will be made only after the acceptance of milestones and relevant activities / deliverables. Any delay in achievement of the milestones or deliverables will result in further delay of the payment.
- d. The Bidder recognizes that all payments to the Bidder under this RFP and subsequent agreement are linked to and dependent on successful achievement and acceptance of milestones / deliverables / activities set out in the project plan and therefore any delay in achievement of such milestones / deliverables / activities shall automatically result in delay of such corresponding payment.
- e. Any objection / dispute to the amounts invoiced in the bill shall be raised by UIIC within reasonable time from the date of receipt of the invoice.
- f. All out of pocket expenses, travelling, boarding and lodging expenses for the entire term of this RFP and subsequent agreement is included in the amounts and the Bidder shall not be entitled to charge any additional costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc.
- g. The company also reserves the right to prescribe additional documents for release of payments and the bidder shall comply with the same.
- h. The bidder shall cover the entire scope of services mentioned and deliver all the ‘deliverables’ as mentioned under the scope of work.
- i. The bidder shall provide a secured web interface / application, which allows UIIC to check the billing details of all circuits deployed for UIIC.

S#	Item	Payment	Documents to be submitted
j.	Shifting Charges (MPLS/P2P/Internet)	100% Onetime shifting charges after successful commissioning	Acceptance Certificate
k.	Annual Recurring Charges of Links(MPLS/P2P/Internet)	Quarterly in arrears	Uptime Reports
l.	NOC Charges	Quarterly in arrears.	Attendance Register, Quarterly call reports



**33. REPEAT ORDERS**

- a. UIIC may place repeat orders for commissioning of new link along with the network equipment and NOC services for its new Branches/Divisions/Regions as and when required as per the agreed prices during the contract period.
  
- b. UIIC may also place repeat orders for network equipment (switch/router) alone as per the agreed prices during the contract period.



**Annexure 1 - Format for Letter of Authorization**

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

Ref. No: UIIC:HO:ITD:RFP:122:2018-19

To

The Chief Manager  
Information Technology Department  
United India Insurance Company Limited  
Head Office, 24, Whites Road  
Chennai - 600014

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING for Tender No:UIIC:HO:ITD:2017:xx

The following persons are hereby authorized to attend the bid opening on \_\_\_\_\_(date) in the tender for "Providing Secondary Connectivity along with Network Equipment Refresh and other Managed Services" on behalf of M/s. \_\_\_\_\_ (Name of the Bidder) in the order of preference given below:

Order of Preference Name Designation Specimen Signature

- 1.
- 2.

(Authorized Signatory of the Bidder)

Date:

(Company Seal)

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



**Annexure 2 - NO BLACKLIST DECLARATION**

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

Ref. No: UIIC:HO:ITD:RFP:122:2018-19

To

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

Subject: Submission of No Black Listing Self-Declaration for Tender Ref. No. UIIC: HO: ITD:2017:xx  
“Tender for Providing Secondary Connectivity along with Network Equipment Refresh and other Managed Services”

Dear Sir/Madam,

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

(Authorized Signatory of Bidder)

Date:  
(Company Seal)



**Annexure 3 - Statement of No Deviations**

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

Ref. No: UIIC:HO:ITD:RFP:122:2018-19

To

The Chief Manager,  
Information Technology Department,  
First Floor, United India Insurance Co. Ltd,  
Regd. & Head office, No.24, Whites Road,  
Chennai – 600014

Re: Your RFP Ref: xxxxx

Dear Sir,

There are no deviations (null deviations) from the terms and conditions of the tender. All the terms and conditions of the tender are acceptable to us.

Yours faithfully,

(Authorized Signatory of Bidder)

Date:

(Company Seal)





**Annexure 4 - Bank Guarantee Format for EMD**

To  
 United India Insurance Co. Ltd,  
 Regd. & Head Office  
 No.24, Whites Road, Chennai – 600014

Whereas..... (Hereinafter called “the Bidder”) has submitted its bid dated..... (Date of submission of bid) for “Providing Secondary Connectivity along with Network Equipment Refresh and other Managed Services” (hereinafter called “the Bid”), we..... (Name of company), having our registered office at..... (Address of bank) (Hereinafter called “the Bank”), are bound unto United India Insurance Co. Ltd (hereinafter called “the Purchaser”) in the sum of Rs. 50,00,000/- (Rupees fifty lakhs only) for which payment well and truly to be made to the said Purchaser, the Company binds itself, its successors, and assigns by these presents.

THE CONDITIONS of this obligation are:

- If the Bidder withdraws his offer after issuance of letter of acceptance by UIIC;
- If the Bidder withdraws his offer before the expiry of the validity period of the tender
- If the Bidder violates any of the provisions of the terms and conditions of this tender specification.
- If a Bidder who has signed the agreement and furnished Security Deposit backs out of his tender bid.
- If a Bidder, having received the letter of acceptance issued by UIIC, fails to furnish the bank guarantee and sign the agreement within 21 days from the letter of acceptance.

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

This guarantee will remain in force up to and including ninety (90) days from last date of bid submission, and any demand in respect thereof should reach the Company not later than the above date. Notwithstanding anything contained herein:

1. Our liability under this bid security shall not exceed Rs. 50,00,000/-
2. This Bank guarantee will be valid upto ..... (Date);
3. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before ..... (Date).

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

(Signature of the Bank)

NOTE:

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



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

Unsuccessful bidders' bid security will be discharged or returned after the expiration of the period of bid validity prescribed by the Company.

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



**Annexure 5 - Queries Format**

Query #	Page #	Clause #	Existing Clause in Tender	Modification/Suggestion Requested	Remarks

Note: The queries may be communicated only through e-mail to email id [rfp.networks@uiic.co.in](mailto:rfp.networks@uiic.co.in). Responses of queries will be uploaded in UIIC website only. No queries will be accepted on telephone or through any means other than e-mail. The queries shall be sent in .xls/.xlsx format with above fields only.

**Annexure 6 - NDA (Non - Disclosure Agreement Format)**

(To be submitted in separate Rs. 100 stamp paper)

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

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

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

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

**1. DEFINITIONS**

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

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

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

## **2. COVENANT NOT TO DISCLOSE**

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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



Party in enforcing the provisions of this Agreement apart from paying damages with interest at the market rate prevalent on the date of breach to the Disclosing Party.

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

#### **6. TERM**

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

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

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

#### **8. ENTIRE AGREEMENT**

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

#### **9. WAIVER**

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

#### **10. SEVERABILITY**

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

#### **11. NOTICES**

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



Department of the Company's Head Office at Chennai and a CC thereof be earmarked to the concerned Branch, Divisional or Regional Office as the case may be by RPAD & email.

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

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

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

**DEPUTY GENERAL MANAGER**

-----  
In the presence of:

Witnesses - 1:

Witnesses - 2:

-----  
In the presence of:

Witnesses - 1:

Witnesses - 2:





## **Annexure 7 - PRE INTEGRITY PACT (Format)**

(Bidders to submit 2 (two) copies of integrity pact in Rs. 100 stamp paper)

Ref: UIIC:HO:ITD:RFP:122:2018-19

Date:

### **1 General**

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at \_\_\_\_\_ place \_\_\_\_\_ on \_\_\_\_\_ day of the month of \_\_\_\_\_, 2018 between United India Insurance Company Limited, having its Head Office at 24, Whites Road, Chennai – 600 014 (hereinafter called the “BUYER/UIIC”, which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part and M/s. \_\_\_\_\_ represented by Shri./Smt. \_\_\_\_\_, Chief Executive Officer (hereinafter called the “BIDDER/SELLER” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

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

NOW, THEREFORE,

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

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

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

### **2 Commitments of the BUYER**

- 2.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 2.2 The BUYER will during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 2.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and during such a period shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### **3 Commitments of BIDDERS**

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

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any officials of the BUYER, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, or has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with contract and the details of services agree upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain or pass on the others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.



- 3.10 BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 if the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative to any of the officers of the BUYER or alternatively, if any relative of the officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. The term 'relative' for this purpose would be as defined in Section 2 (77) of the Companies Act, 2013.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

#### **4 Previous Transgression**

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

#### **5 Earnest Money (Security Deposit)**

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount of Rs. 50,00,000/- (Rupees fifty lakh only) as Earnest Money/Security Deposit, with the BUYER through any of the following instrument.
- (i) in the form of electronic credit only to UIIC Bank Account.
  - (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER immediately on demand without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
  - (iii) The Earnest Money/Security Deposit shall be valid for a period of 3 months OR the complete conclusion of the contractual obligation to the complete satisfaction of both the buyer and bidder, including the warranty period, whichever is later.
  - (iv) In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provision of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
  - (v) No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.
  - (vi) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER immediately on demand without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

## **6 Sanctions for Violations**

- 6.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:
- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue
  - ii. The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
  - iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER
  - iv. To recover all sums already paid by the BUYER, and in case of Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a bidder from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the bidder from the buyer in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
  - v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER along with interest.
  - vi. To cancel all or any other Contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER
  - vii. To debar the BIDDER from participating in future bidding processes of the buyer or its associates or subsidiaries for minimum period of five years, which may be further extended at the discretion of the BUYER.
  - viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
  - ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with BIDDER, the same shall not be opened.
  - x. Forfeiture of Performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect that a breach of the provision of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

## **7 Fall Clause**

- 7.1 The BIDDER undertakes that it has not supplied/is not supplying similar products /systems or subsystems at a price lower than that offered in the present bid in respect of any other



Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## **8 Independent Monitors**

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

## **9 Facilitation of Investigation**

In case of any allegation of violation of any provision of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

## **10 Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER

## **11 Other Legal Actions**

The action stipulated in this integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

## **12 Validity**

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 3 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller,



including warranty period, whichever is later in case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of the Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13 The parties hereby sign this integrity Pact, at \_\_\_\_\_ on \_\_\_\_\_

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

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

**DEPUTY GENERAL MANAGER**

**CHIEF EXECUTIVE OFFICER**

-----

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In the presence of:

In the presence of:

Witnesses - 1:

Witnesses - 1:

Witnesses - 2:

Witnesses - 2:



**Annexure 8 - Bid Submission Check List - for bidders**

S#	Document	(Yes/No)	Page#
<b>COVER - A</b>			
1.	Covering Letter		
2.	Bid Submission Check List for Cover A // Index		
3.	Passphrase (Password) to open the online bid [in separate sealed envelope]		
4.	Tender Fee Remittance Details		
5.	EMD Remittance Details or BG for EMD		
6.	Power of Attorney for the Bidder		
7.	Power of Attorney for the OEM		
8.	Signed and Sealed RFP copy		
9.	Letter of Authorization as per Annexure 1		
10.	No Blacklist Declaration as per Annexure 2		
11.	Statement of No Deviations as per Annexure 3		
12.	MAF as per Annexure 14		
13.	NDA as per Annexure 6		
14.	Pre-Integrity Pact as per Annexure 7 (2 copies)		
15.	Eligibility Criteria for Bidder as per Annexure 9		
16.	Eligibility Criteria for OEM as per Annexure 10		
<b>COVER - B</b>			
17.	Covering Letter		
18.	Bid Submission Check List for Cover B // Index		
19.	Unpriced BOM for Network Equipment as per Annexure 16		
20.	Min. Technical Specs for WAN Edge Device as per Annexure 11		
21.	Min. Technical Specs for Network Switch as per Annexure 12		
22.	Technical Documentation (if any)		
23.	Detailed plan of implementation		
24.	Preliminary Feasibility Report for all UIIC office locations		



**Annexure 9 - Eligibility Criteria Form - for Bidders**

To

The Chief Manager  
 Information Technology Department,  
 First Floor, United India Insurance Co. Ltd,  
 Regd. & Head office, No.24, Whites Road,  
 Chennai – 600014

Ref: UIIC:HO:ITD:RFP:120:2018-19

S#	Particulars	
1	Registered Name & Address of The Bidder	
2	Location of Corporate Head Quarters	
3	Date & Country of Incorporation	
4	GSTIN and date of registration	
5	In the Location business since (year)	
6	Address for Communication	
7	Contact Person-1 (Name, Designation, Phone, Email ID)	
8	Contact Person-2 (Name, Designation, Phone, Email ID)	

**TURN OVER & NET PROFIT**

Financial Year / Accounting Year	Turnover (in Crores)	Net Profit

**DETAILS OF PROJECTS IN FIVE YEARS**

Financial year	Name of client	Contact details of client	Project details	Date of award	Current status of project
2017-18					
2016-17					
2015-16					
2014-15					
2013-14					

<b>Eligibility Criteria – Compliance Form</b>				
S#	Criteria	Documentary Proof Required	Yes/No	Remarks
a.	The bidder must be an Indian firm/ company /organization registered under Companies Act.	Copy of the Certificate of Incorporation issued by Registrar of Companies		
b.	The bidder should have annual turnover of Rs. 500 Crores or above during the last three financial years 2015-16, 2016-17 and 2017-18.	Copy of the audited Balance Sheets and Certificate of the Chartered Accountant for the preceding three years (2015-16, 2016-17 and 2017-18)		





c.	The bidder should have made net profit (after tax) in any one of the last three financial years 2015-16, 2016-17 and 2017-18.			
d.	The bidder should not have been blacklisted/debarred by any Government Departments, Agencies or Public Sector Undertakings in India as on the date of submission.	Self-Declaration		
e.	The bidder should be a Class A Internet Service Provider with PAN India presence and should have a valid Indian Government License to provide National Long Distance services in India.	Copies of the license to be provided along with self-attestation by the authorized signatory with company seal.		
f.	The Bidder should have a valid Unified License	Copies of the certificate to be provided along with self-attestation by the authorized signatory with company seal.		
g.	The bidder must possess certification such as TL 9001 and ISO 27001	Copies of the certificate to be provided along with self-attestation by the authorized signatory with company seal.		
h.	Bidder should have executed atleast one project for BFSI sector for deployment & management of MPLS network with minimum of 1000 offices during the last 5 years ending with 31 <sup>st</sup> March 2018.	Purchase order / Certification from the customer specifying the number of offices covered.		
i.	The bidder should have an installed capacity of minimum 200+ POPs and should have at least 5 years of experience in providing WAN/MPLS in India.	Self-declaration.		
j.	Bidder must have Disaster Recovery (DR) arrangement & support infrastructure	Self-declaration.		

Signature :  
 Name :  
 Designation :  
 Date :

Company Seal



**Annexure 10 - Eligibility Criteria Form - for OEMs - Network Equipment**

S#	Criteria	Documentary Proof Required	Yes/No	Remarks
a.	The proposed OEM must be registered in India under Companies Act.	Copy of the Certificate of Incorporation issued by Registrar of Companies		
a.	The OEM should not have been blacklisted/debarred by any Government Departments, Agencies or Public Sector Undertakings in India as on the date of submission.	Self-Declaration		
<b>Next Generation WAN Device / Network Router</b>				
b.	The Proposed Router Series (not necessarily the model) should have been deployed (not necessarily by the Bidder) in at least 5 organizations such as Scheduled Commercial Bank/PSU/ Govt. Organization/ BFSI/Enterprise in India/Globally as on bid submission date.	Purchase Order copies (with masked commercials) from 5 references.		
c.	The Proposed Router Series (not necessarily the model) should have been deployed (not necessarily by the Bidder) in at least 500 locations (not necessarily by the Bidder) in 2 Scheduled Commercial Bank/PSU/ Govt. Organization/BFSI/Enterprise in India/Globally as on bid submission date.	Purchase Order copies (with masked commercials) from 2 references.		
d.	The OEM providing the Controller Based WAN edge device and infrastructure, should have featured in the Leaders Quadrant in the latest Gartner Report for 2018 WAN Edge Infrastructure.	Gartner Magic Quadrant		
<b>Network Switch</b>				
e.	The proposed network switch series should have been deployed in at least 500 locations in Scheduled Commercial Bank/PSU/ Govt.	Purchase Order copies (with masked commercials) from 2 references.		



	Organization/ BFSI/Enterprise in India during last 3 years (ending with 31 <sup>st</sup> March 2018).			
f.	The OEM of the above offered Switch variant should be a leader in the Gartner magic quadrant 2018 for wired and wireless LAN Access infrastructure.	Gartner Magic Quadrant		

Signature :  
Name :  
Designation :  
Date :

Company Seal



**Annexure 11 - Minimum Technical Specifications for Network Router / WAN Edge Device**

S#	Specifications	Yes/No	Remarks
1	Device should be modular with minimum two slots. It should able to support variety of interfaces like Ethernet, T1/E1, Serial, ADSL, 4G LTE.		
2	It should be provided with minimum 2x10/10/1000 Base T and 1 no. of v.35 serial port from day -1 and should have free slot to accommodate other interface for future expansion.		
3	In case UIC might plan to deploy 3G, 4G / 4G LTE on router and as the 3G, 4G/4G LTE capability maybe deployed at remote locations, range extenders or External Antennae with minimum 15 meters cable length should be provided as per the BOM		
4	Device should able to support up to 50 Mbps of traffic with encryption and other services like QoS, NAT, IPSec, Stateful Firewall etc.		
5	Device should support scalable IPSec VPN architecture DMVPN or equivalent.		
6	Device should able to support up to 100 IPSec tunnels and 100,000 routes from day-1		
7	Devices should be provided with minimum 4 Gb RAM or higher from day-1. Device should have minimum 4 GB flash memory to store multiple images.		
8	Device should support routing protocols like Static, RIP, OSPF, BGP, ISIS, MPLS, GRE, IPSec, ECMP, PIM, BFD, IPSLA. It should support policy based routing, link performance based routing. It should possible to send application traffic based on link performance.		
9	Device should able to support various traffic QoS methods i.e. priority queue, LLQ, Class based waited fair queue.		
10	Device should able to do deep packet inspection and identify applications at layer-7 and we should able to define QoS and access control based on application. It should possible to identify atleast 1000 common applications by Device.		
11	Device should support SSH, SNMP v3, Syslog, Netflow for monitoring and device management should be possible from both CLI and GUI. It should support DHCP server, DNS.		
12	Device should support IPv6 features like BGP, DHCP, DNS		
13	Router should support link up down status report, Device up down status report.		
14	Solution should able to support <b>Next Generation wide area network</b> which allows to use WAN based on centralize controller architecture that can:		
a.	Perform Centralized path computation and policy provisioning based on templates		
b.	Support for building various IPSec topology like Hub & Spoke, full mesh, partial mesh with automation from the Central Controller.		
c.	Active-active Link Load Balancing for minimum 3 Links at Branch.		
d.	Bandwidth of 10 Mbps should be provisioned from Day 1 and should be upgradable to 50 Mbps in future.		
e.	The Branch equipment should support various Load Balancing technologies - Active-Active, Active-Passive, Unequal Load Balancing.		



f.	Completely separate Control Plane and Data Plane communication and path.		
g.	Control plane communication between Routers and Central Controller must be secured via TLS/DTLS or equivalent Secure technology.		
h.	End to end link quality detection based on loss, latency and jitter and traffic routing based on link quality		
i.	Support for end to end segmentation for different traffic and creating multiple virtual topology based on traffic segment		
j.	The solution should have Firewall, IPS/IDS and URL Filtering from day 1.		
k.	The Controller based WAN solution with the above features should be available for all interfaces supported on the Router, namely Ethernet, T1/E1, Serial.		
l.	Two-factor Device Authentication of Branch Router to participate in the WAN Network. One Factor defines the Edge Device is from the same OEM and Second Factor will define it is for UIIC.		
m.	The IPSec VPN should be atleast AES 256 Standard and the proposed device should periodically refresh IPSec keys of all the edge locations dynamically, atleast every 24 hours.		
15	The device should not be declared EOS/EOL during the contract period.		

Signature :  
 Name :  
 Designation :  
 Date :

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**Annexure 12 - Minimum Technical Specifications for Network Switch**

<u>S#</u>	<u>Specifications</u>	<u>Yes / No</u>	<u>Remarks</u>
1	Minimum of 24 port 10/100/1000Mbps Gigabit Ethernet auto sensing ports with at least 2 Gigabit Ethernet port 1000Mbps SFP interface for uplink connectivity		
2	Switch should be supplied with Indian Power Cord and Rack Mount kit		
3	Minimum of 512MB DRAM and 256MB Flash Memory		
4	Support for minimum 16000 MAC addresses		
5	Support for Address Resolution (ARP) to work in conjunction with Private VLAN Edge to minimize broadcasts and maximize available bandwidth		
6	The proposed Switch should be IPV6 compliant. The device should be IPV6 Tested device and IPV6 should support from the day one		
7	<b>Multicast:</b>		
	a Multicast must be supported in hardware so that performance is not affected by multiple multicast instances		
	b L2 Multicast support – IGMP Snooping		
	c Support both IPV4 and IPV6 addresses in a multicast group		
8	Support for external RADIUS for console access restriction and authentication		
9	The proposed Switch must support below IEEE 802.1X based security requirements and available from day one:		
	a IEEE 802.1X		
	b Radius change of Authorization (CoA) for Network Access Control		
	c 802.1X with VLAN assignment		
	d 802.1X with Guest VLAN		
	e 802.1X with guest VLAN enhancements		
	f 802.1X with Auth Fail VLAN		
	g 802.1X with Auth fail Open		
	h 802.1X with Mac Auth Bypass		
	i 802.1X with Mac Auth bypass for Voice VLAN		
	j 802.1X with ACL's		
	k 802.1X with port security		
	l 802.1X with accounting		
	m NAC-L2 IEEE 802.1X		
	n NAC-L2 IP		
	o NAC-L2 IP Auth Fail open		
	p Web authentication for non 802.1X clients		
	q Multi-Domain Authentication (802.1X for IP Phone + 1 Host Behind phone)		



r	Switch should support concurrent deployment of 802.1X and MAB Authentication.		
10	Port Based Access Control List (ACL) for Layer 2 interfaces to allow Security policies to be applied on individual Switch ports using Layer 2, Layer 3 and Layer 4 parameters.		
11	Support for dynamic VLAN assignment either through IEEE 802.1x for implementation of VLAN membership policy server client functions to provide flexibility in assigning ports to VLANs. Dynamic VLAN helps enable fast assignment of IP addresses.		
12	Network Time Protocol (NTP) with authentication		
13	<b>Security</b>		
a	Support for Secured Ports which restrict a port to a user-defined group of authorized stations, when secure addresses are assigned to a secure port. The switch should not forward any packets with source addresses outside the defined group of addresses		
b	Prevent DHCP Snooping		
c	IP Root Guard		
d	Broadcast and Multicast storm control		
e	Dynamic ACL per port & Port Security		
f	BPDU guard to avoid topology loop		
g	Unicast MAC filtering		
h	Unknown unicast and multicast port blocking		
i	Support for MAC address notification		
j	Should support 256 Access Control Entries (ACE)		
14	Support Bidirectional data support on the SPAN port allows Intrusion Prevention System (IPS)		
15	TACACS + server support		
16	The Switch should support IEEE 802.1Q VLANS, 802.1P, 802.1D, 802.3U, 802.1X, 802.3ab, 802.3ad, 802.1s.		
17	Should support RFC 768, 783, 791, 792, 826, 854, RFC 951.		
18	The device should not be declared EOS/EOL during the contract period.		

Signature :  
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 Designation :  
 Date :

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**Annexure 13 - Commercial Bid Format**

S#	Bandwidth	Annual recurring charge	Qty	Total Cost For 3 years
1	1 Mbps		662 BOs	
2	2 Mbps		494 (DOs &Hubs)	
3	4 Mbps		37 (ROs &LCBs)	
4	50 Mbps (LC)*		1	
5	100 Mbps (HO)*		1	
6	200 Mbps (DC)*		1	
7	200 Mbps (DR)*		1	

**Total (A)**

*\*For links under S# 4 to 7 provisioning shall be on dual last mile.*

*\* Actual no. of Links for our Office locations and their Bandwidth are subjected to variations and needs of UIIC*

S#	Item	Make & Model	Annual recurring charge	Qty	Total Cost For 3 years
1	Network Router / WAN Termination Device				
2	Network Switch				
<b>Total (B)</b>					

S#	Bandwidth	Annual recurring charge	Qty	Total Cost For 3 years
1	NOC - Services for Primary Link			
2	NOC - Services for Secondary Link			
<b>Total (C)</b>				

S#	Item	Annual recurring charge	Total Cost For 3 years
1	NOC Resources at UIIC's Head Office		
<b>Total (D)</b>			

	Qty	Cost
Shifting charges for BO/DO/RO (E)*	1	
<i>*ref: section 29: clause 21</i>		

<b>TCO (A + B + C + D + E)</b>	
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Rate Card			
S#	Bandwidth (MPLS)	Qty	Annual recurring charge
1	8 Mbps	1	
2	16 Mbps	1	
3	32 Mbps	1	
4	200 Mbps	1	
5	500 Mbps	1	





6	1 Gbps	1	
7	2 Gbps	1	
<b><u>Bandwidth (Internet Leased Line)</u></b>			
8	10 Mbps	1	
9	20 Mbps	1	
10	50 Mbps	1	
11	100 Mbps	1	
12	200 Mbps	1	
13	500 Mbps	1	
14	1 Gbps	1	
15	2 Gbps	1	

Signature :  
 Name :  
 Designation :  
 Date :

Company Seal



**Annexure 14 - Manufacturer's Authorization Form (MAF)**

*(to be submitted in OEM's letter head)*

**NOTE: The authorized signatory should be a POA (Power of Attorney) holder. Copy of POA should be attached.**

No:

Date:

To,

The Chief Manager,  
Information Technology Department,  
First Floor, United India Insurance Co. Ltd,  
Regd. & Head office, No.24, Whites Road,  
Chennai – 600014

Dear Sir,

Re: Your RFP Ref: UIIC:HO:ITD:RFP:122:2018-19

We who are established and reputable manufacturers / producers of \_\_\_\_\_ having factories / development facilities at (address of factory / facility) do hereby authorize M/s \_\_\_\_\_ (Name and address of SI) to submit a Bid, and sign the contract with you against the above Bid Invitation.

We hereby extend our full warranty for the Solution, Products and services offered by the above firm against this Bid Invitation. We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Supplier:

- a. Such Products as UNITED INDIA INSURANCE Co Ltd (UIIC) may opt to do an outright purchase or rental purchase from the Supplier, provided, that this option shall not relieve the Supplier of any warranty obligations under the Contract; and
- b. In the event of termination of production of such Products:
  - i. advance notification to UIIC of the pending termination, in sufficient time to permit the UIIC to procure needed requirements; and
  - ii. Following such termination, furnishing at no cost to UIIC, the blueprints, design documents, operations manuals, standards and specifications of the Products, if requested.
- c. In the event of the ISP/SI not being able to provide maintenance support to UIIC due to any reason therefore, we shall arrange the maintenance support with the same terms and conditions mentioned in this RFP.

We duly authorize the said firm to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the contract.

Yours faithfully,

(AUTHORIZED SIGNATORY)  
NAME  
DESIGNATION  
COMPANY SEAL



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**Annexure 15 - UIIC's Office Locations - List**

URL for Office List download from website



**Annexure 16 - Unpriced BOM for Network Equipment**

<b>S#</b>	<b>Item</b>	<b>Make &amp; Model</b>	<b>Annual recurring charge</b>
1	Network Router / WAN Termination Device		
2	Network Switch		

Signature :  
 Name :  
 Designation :  
 Date :

Company Seal