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# REQUEST FOR PROPOSAL (RFP) FOR SUPPLY, INSTALLATION, AND SUPPORT OF HARDWARE LOAD BALANCER

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UIIC:HO:ITD:RFP:127:2018-19



**UNITED INDIA INSURANCE CO. LTD**  
HEAD OFFICE, INFORMATION TECHNOLOGY DEPARTMENT  
No. 24, Whites Road, Chennai – 600014  
CIN : U93090TN1938GOI000108

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RFP for supply, installation & support of Hardware Load Balancer

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### Checklist

The following items must be checked before the Bid (online & offline) is submitted:

1. Payment of ₹ 10,000/- (Rupees Ten thousand only) - electronic credit only, towards non-refundable tender fee of Bid document in Cover - 'A'.
2. Amount of ₹ 4,00,000/- (Rupee Four lakhs only) - electronic credit / Bank Guarantee, towards Bid Security in cover 'A' - Earnest Money Deposit (EMD).
3. Eligibility Criteria, Technical and Commercial Bids are prepared in accordance with the RFP document.
4. **Cover 'A'**- Eligibility Criteria Response, with all relevant annexures duly seal and signed by authorised signatory, **Passwords (Passphrase)** to open the online eligibility and technical bids.
5. **Cover 'B'**- Technical Response.
6. **Commercial bids** to be submitted via online mode only.
7. RFP document duly sealed and signed by the authorized signatory on each page is enclosed in Cover - 'A'.
8. Prices are quoted in Indian Rupees (INR) only.
9. All relevant certifications, audit reports, etc. are enclosed to support claims made in the Bid in relevant covers.



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**DEFINITION OF TERMS USED IN THIS DOCUMENT**

<b>Company/UIIC/purchaser</b>	United India Insurance Company Limited
<b>EMD</b>	Earnest Money Deposit
<b>BG</b>	Bank Guarantee
<b>Vendor</b>	Is a company, which participates in the tender and submits its proposal
<b>Products/equipment</b>	Materials, which the Successful Bidder is required to SUPPLY, INSTALL, TESTING, COMMISSIONING AND SUPPORT as per this tender
<b>Successful Bidder</b>	A company, which, after the complete evaluation process, gets the Letter of Acceptance
<b>Letter of Acceptance / LOA</b>	A signed letter by the Purchaser stating its intention to award the work mentioning the total Contract Value
<b>OEM</b>	Original Equipment Manufacturer
<b>SLA</b>	Service Level Agreement
<b>SP</b>	Service Provider
<b>SI</b>	System Integrator
<b>LB</b>	Load Balancer



## RFP for supply, installation &amp; support of Hardware Load Balancer

## Section 1 - Bid Schedule and Address

S.No.	Description	
1.	Name of the Tender	RFP for supply, installation & support of Hardware Load Balancer
2.	Tender Reference Number	UIIC:HO:ITD:127:2018-19 DATED.06.02.2019
3.	Tender Release Date	06.02.2019
6.	Last date for bid submission	27.02.2019 (11:30 AM)
7.	Address for submitting Offline Bids	The Chief Manager Information Technology Department First Floor, United India Insurance Co. Ltd Regd & Head Office, No. 24, Whites Road, Chennai 600 014
9.	Tender Fee (Non-Refundable)	₹ 10,000/- (Rupee Ten Thousands only)
10.	EMD Fee	₹ 4,00,000/- (Rupee Four lakhs only)

**Note:**

1. Bids will be opened in the presence of the Bidders' representatives who choose to attend.

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## Section 2 - Introduction

### 2.1 About UIIC

United India Insurance Company Limited (UIIC) is a leading public sector General Insurance Companies 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.

### 2.2 Objective of this RFP:

The purpose of this Request for Proposal (hereafter referred to as “RFP”) is to define scope of work for the supply, installation and support of the hardware load balancer for UIIC Datacentre, Chennai & Disaster Recovery site, Hyderabad. This RFP contains details regarding scope, project timelines, evaluation process, terms and conditions as well as other relevant details which bidder needs to factor while responding to this RFP.

The 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 infrastructure is fulfilled.

### 2.3 Due Diligence

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

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**Section 3 - Scope of work****3.1 Scope of work:**

A. Broad Scope of work will include but not restricted to the following:

- a. The Hardware appliances proposed by the bidder should have dual/ redundant power supply for each server/ components at DC and DR.
- b. The Hardware appliances proposed by the bidder should be rack mountable at DC and DR.
- c. Supply and installation of Load Balancers at DC and DR as per technical specifications given in technical bid along with necessary hardware, software, licenses, accessories and necessary documentation etc.
- d. Configuration and Integration of LB with existing network at DC and DR. All latest stable hot fix should be applied on LB.
- e. All the equipment (hardware, software) supplied as part of solution should be IPv6 ready from day one and should support all the protocols.
- f. All the equipment (hardware and software) should be from same OEM.
- g. Delivery locations are mentioned as per annexure 11.
- h. On-site, comprehensive BACK-TO-BACK Warranty from OEM for a period of 3 years from the date of acceptance.
- i. The warranty also includes all software subscriptions (critical hot fixes, service packs, and all upgrades/updates) of all components supplied as part of solution.
- j. The bidder to submit detailed RCA for hardware & software related issues/failures.
- k. Any coordination with the OEM for support should be carried out by the bidder engineer on need basis.
- l. Periodic preventive maintenance of solution, once in HALF YEAR from the date of acceptance by the bidder during warranty period.
- m. During the preventive maintenance the bidder should check the firmware / operating system running on the LB and other components and upgrade the same to latest version as released by OEM.
- n. The hardware supplied as part of this contract should not be declared End of Sale for period of 3 years from last date of submission of bids and should not be End of support for at least 3 years from thereon.
- o. The company may, during the currency of the warranty, shift the equipment to other location(s) within the Country. The bidder needs to ensure that the OEMs and bidders warranty and support is valid across India. Further, bidder undertakes to continue to provide warranty and support the goods at the new location.



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- p. Bidder will be informed about old and new location/office details as and when the company decides to shift the hardware due to operational requirements. Bidder will deploy resource(s) for decommissioning of respective equipment at old location and Commissioning of equipment at new location at no additional cost.
- q. The charges towards packing, physical shifting and insurance would be borne by the company.
- r. The bidder should also provide support for un-mounting and mounting of LB and other components from the rack in the event of reallocation of racks or changes made at site based on company requirements.

### 3.2 Single Point of Contact

The selected Bidder shall appoint a single point of contact, with whom UIIC will deal with, for any activity pertaining to the requirements of this RFP.

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## Section 4 - Instruction to Bidders

### 4.1 Instructions/Guidelines to Bidders

1. UIC invites bids for the supply, installation and support of the hardware load balancer.
2. Tender Bidding Methodology: Sealed Bid System - 'Single Stage - Three Bidding System' [Eligibility Criteria Analysis, Technical Bid, Commercial Bid].

#### Offline Submission

- a. The Tender offer should be submitted in one sealed envelope mentioning "Proposal for supply, installation and support of the hardware load balancer" which should in turn contain two sealed covers super scribed as Cover 'A'; Cover 'B'.
- b. **Cover 'A'** should contain the documents as listed in the Bid Submission Checklist as per Annexure 9. Also, the passphrase (password) document for opening the online bid documents should be present in this cover.
- c. **Cover 'B'** should contain the documents as listed in the Bid Submission Checklist as per Annexure 9.
- d. Failure to submit any of the above listed documents will result in outright rejection of the bidder.

#### Online Submission

- e. United India Insurance Co. (UIC) 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.
- f. For further instructions regarding submission of bids online the Bidder shall visit the homepage of the portal (<https://www.tcil-india-electronictender.com>).
- g. The relevant tender documents can be downloaded from the TCIL site with the bidders authorized TCIL ids.
- h. 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.
- i. Commercial Bid should be submitted in online mode only. Detailed commercial bid (adhering to commercial bid format as per Annexure 7) should be submitted online.
- j. Failure to submit any of the above listed documents will result in outright rejection of the bidder.

### 4.2 Tender Offer

- The Tender Offer as indicated above addressed to Chief Manager, Information Technology department and 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 11.30 AM on 27/02/2019. 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 11.30 AM on the next working day.
- A non-refundable tender document fee of ₹ 10,000/- (Rupees Ten Thousand Only) shall be remitted through NEFT atleast two days prior to the tender submission date to the below account:



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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	TENDER_FEE_127_HLB<Depositor Name>

- Both the covers 'A' & 'B' would be opened by the Committee constituted by the Company in the presence of bidders who are present at the address given above.
- The vendor shall provide commercial bid as per the format given in Annexure 7.
- EMD of ₹ 4,00,000/- (Rupee Four lakhs only) in the form of Bank Guarantee / NEFT favoring UIIC shall be valid for six months.
- In case of EMD in the form of Bank Guarantee, the bidders shall adhere to the format enclosed along with this RFP. (REF. Annexure 5: Bank Guarantee Format)/Electronic Credit for EMD of ₹ 4,00,000/- (Rupee Four lakhs only).
- Bank Guarantee shall be drawn in favor of "United India Insurance Company Limited" payable at Chennai.

### 4.3. EMD

- 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	EMD_FEE_127_HLB<Depositor Name>

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

### 4.4. FORFEITURE OF EMD

The EMD made by the bidder will be forfeited if:

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

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### 4.5. REFUND OF EMD

- EMD will be refunded to the successful bidder, only after completion of installation etc in all respects to the satisfaction of the Purchaser.
- 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 30<sup>th</sup> day after the award of the contract.

### 4.6. THE COMPANY RESERVES THE RIGHT TO

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

### 4.7. REJECTION OF TENDERS

The tender is liable to be rejected inter alia:

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

### 4.8. 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.

### 4.9. GENERAL TERMS

- The successful bidder shall sign the agreement within 30 days from the date of Letter of Acceptance (LOA) from UIIC.
- The agreement shall be in force for a period of 3 years from the date of issue of Purchase Order and may be extended on mutually agreed terms.
- The offer containing erasures or alterations will not be considered. There shall be no handwritten material, corrections or alterations in the offer.
- Addendum/Amendments/Corrigendum, if any, will be communicated through website only. UIIC reserves the right to cancel the tender at any time without incurring any penalty or financial obligation to any bidder.
- UIIC reserves its right to carry out inspection of the proposed solution facility, if required. There shall not be any additional charges for such inspection.

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- UIIC is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, Gov. The policy details are available on the website [www.dcmsme.gov.in](http://www.dcmsme.gov.in)
- These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs).
- Such MSEs would be entitled for exemption from furnishing 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.
- 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.
- The bidder to note that splitting of order would not be applicable in this tender.

### 4.10. SECURITY DEPOSIT

The successful bidder will have to furnish a security deposit to the tune of 10% of the total contract value in the form of a Bank Guarantee for a period of 3 years & 3 months obtained from a nationalised/scheduled bank for proper fulfilment of the contract.

### 5. PRICE

- The bidders should quote only the base price. All applicable taxes will be paid as actuals.
- 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.
- There shall be no escalation in the prices once the prices are fixed and agreed to by the Company and the bidders. But, any benefit arising out of any subsequent reduction in the prices due to reduction in duty during the period between the date of Letter of Acceptance and the date of Purchase Order, should be passed on to the Purchaser /Company.
- All the items should be quoted in INR (Indian Rupees) only.

### 6. EVALUATION OF OFFERS

Each bidder acknowledges and accepts that the UIIC, in consultation with its appointed consultants, may in its absolute discretion apply selection criteria for evaluation of proposals for short listing / selecting the eligible bidders(s). The RFP document will form part of agreement to be signed / executed with the UIIC by the successful bidder through this procurement / evaluation process.

### 7. INSURANCE

The Bidder is responsible for acquiring transit insurance for all components. The goods to be transported under this Contract shall be fully insured in Indian Rupees.

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### 8. NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER

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

### 9. FORMAT AND SIGNING OF BID

- Proposals submitted in response to this tender must be signed by (in all the pages) the Authorized signatory of the Bidder's organization as mentioned in the Power of Attorney or Letter of Authorization.
- Cover A, Cover B should be present in the offline mode as per the checklist.
- Password / Passphrase to be present in the cover A, to open the online bids.
- 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 bind or filed accordingly.
- Any interlineations, erasures or overwriting shall be considered invalid.
- Bids should be spirally bound or fastened securely before submission. Bids submitted in loose sheets will be rejected as non-compliant.
- Bidders responding to this tender must comply with the format requirements given in various annexure of the tender, bids submitted in any other format/type will be treated as non-compliant and may be rejected.
- ADDITIONAL INFORMATION: Include additional information which will be essential for better understanding of the proposal. This might include diagrams, excerpts from manuals, or other explanatory documentation, which would clarify and/or substantiate the bid. Any material included here should be specifically referenced elsewhere in the bid.
- GLOSSARY: Provide a glossary of all abbreviations, acronyms, and technical terms used to describe the services or products proposed. This glossary should be provided even if these terms are described or defined at their first use in the bid response.

### 10. 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 customers, prior approval of the Company will have to be obtained by him in writing.

### 11. 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.

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## 12. PURCHASER'S RIGHT TO VARY QUANTITIES / REPEAT ORDER

The purchaser reserves the right at the time of award of the contract to increase the quantity of the goods and services specified in the schedule of requirements without any changes in unit price of the ordered quantity.

The purchaser reserves the right to place order for additional items of bill of material, apart from the numbers / locations mentioned in this RFP **(OR)** purchaser reserves the right to place order for additional load balancers at the same rates and terms & conditions during a period of SIX MONTHS from the date of acceptance of Purchase Order by the bidder. No additional cost whatsoever other than the cost contracted would be paid. In case of any change in tax rates, the taxes prevailing at the time of placing repeat order would be applicable.

## 13. CHANGE / MODIFICATION IN LOCATIONS FOR DELIVERY/INSTALLATION/SUPPORT

Company reserves the right to change/modify locations for support of the items. In the event of any change/modification in the locations where the hardware items are to be delivered, the bidder in such cases shall deliver, install and support at the modified locations at no extra cost to UIIC.

In case the hardware items are already delivered, and if the modifications in the locations are made after delivery, the bidder shall carry out installation, testing and commissioning at the modified locations. UIIC in such cases shall bear the shifting charges/arrange shifting and the bidder shall shift the material to the alternate locations at mutually agreed prices if the Company so requests.

The Warranty should be applicable to the altered locations also.

## 14. LATE BIDS

Bidders are advised in their own interest to ensure that bid reaches the specified office well before the closing date and time of the bid.

Any bids received after the deadline for submission of the bid, will be rejected and returned unopened.

## 15. INSPECTION AND TESTS

The Purchaser or its representatives or ultimate client shall have the right to inspect and test the goods for their conformity to the specifications. The Purchaser may also appoint an agency for this purpose. The technical specifications shall specify what inspection and tests the Purchaser requires and where they are to be conducted. Where the Purchaser decides to conduct such tests on the premises of the Supplier, all reasonable facilities and assistance like testing instruments and other test gadgets including access to the drawings and production data shall be furnished to the UIIC officials free of costs. In case the tested goods fail to conform to the specifications, the company may reject them and the Supplier shall either replace the rejected goods or make alteration necessary to meet the specifications requirements free of cost to the Purchaser.

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Notwithstanding the pre-supply tests and inspections, the material on receipt in the Purchaser's premises shall also be tested and if any material or part thereof is found defective, the same shall be replaced free of cost to the Purchaser.

If any material before it is taken over is found defective or fails to fulfil the requirements of the contract, the company shall give the Supplier notice setting forth details of such defects or failures and the Supplier shall make the material good or alter the same to make it to comply with the requirements of the contract and in any case within a period not exceeding 2 months of the initial report. These replacements shall be made by the Supplier, free of the all charges, at the site(s).

### 16. INDEMNIFICATION

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.

The Bidder shall indemnify, protect and save UIIC and hold UIIC harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly from a 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 breach of any of the terms of this tender document or breach of any representation or warranty by the Bidder use of the deliverables and or services provided by the Bidder. 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.

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.

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:

UIIC notifies the Bidder in writing in a reasonable time frame on being aware of such claim the Bidder has sole control of defence and all related settlement negotiations UIIC provides the Bidder with the assistance, information and authority reasonably necessary to perform the above, and UIIC does not make any statement or comments or representations about the claim without prior written consent of the Bidder, except under due process of law or order of the court. It is clarified that the Bidder shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be



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detrimental to UIIC's (and/or its customers, users and service providers) rights, interest and reputation.

### 17. LIQUIDATED DAMAGES DURING DELIVERY, INSTALLATION & WARRANTY

The liquidated damage is an estimate of the loss or damage that UIIC may have suffered due to non-performance of any of the obligations (under the terms and conditions) or delay in performance during the contract relating to activities agreed to be undertaken by the Bidder.

If the bidder fails to deliver and install the Solution or to perform the services within the time period(s) specified in the contract, UIIC shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 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, UIIC may consider termination of the contract.

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

### 18. 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.

### 19. 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.

### 20. FORCE MAJEURE

The parties shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by Force Majeure.

For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the parties, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation.

In the event of any such intervening Force Majeure, each party shall notify the other party in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the other party, the party pleading Force Majeure shall continue to perform/render/discharge other obligations as far as they can reasonably be

## RFP for supply, installation & support of Hardware Load Balancer

attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.

In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the parties shall hold consultations with each other in an endeavour to find a solution to the problem. Notwithstanding the above, the decision of UIIC shall be final and binding on the Bidder.

### 21. DISPUTE RESOLUTION

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

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.

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:

"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."

The venue of the arbitration shall be Chennai.

The language of arbitration shall be English.

The award shall be final and binding on both the parties.

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.

### 22. WAIVER

No failure or delay on the part of any of party relating to the exercise of any right power privilege or remedy provided under the this tender and the subsequent agreement with the other party shall operate as a waiver of such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or



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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.

**23. TERMINATION**

UIC shall be entitled to terminate the agreement/purchase order with the Bidder at any time giving 90 days prior written notice to the Bidder if the Bidder breaches its obligations under the tender document or the subsequent agreement/purchase order and if the breach is not cured within 30 days from the date of notice.

**24. CONTRACT/AGREEMENT**

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.

The successful bidder has to furnish two copies of the contract/agreement in ₹ 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.

The successful bidder has to furnish the duly signed contract/agreement along with the security deposit/performance guarantee for UIC’s counter signature within 21 days from the receipt of LOA.

**25. PROJECT TIMELINES**

The Bidder is expected to adhere to these timelines stipulated below. Non-compliance to these timelines by the Bidder would lead to Liquidated Damages as stated in this RFP.

S.No.	Key Activities	Time Lines
1	Delivery	The delivery time shall be maximum of four weeks from the date of Purchase Order.
2	Installation, Testing & Commissioning	4 weeks from the date of delivery.

**NOTE:**

- a. UIC, at its discretion, shall have the right to alter the project schedule based on the implementation plan. This will be communicated formally to the Bidder during the implementation, if a need arises.
- b. The Bidder is required to provide a detailed strategy to UIC; the activities mentioned above are indicative but the timelines for delivery should be maintained.
- c. Any delay in the above timelines may attract delivery penalties as stated below:
  - a. In the event of delayed delivery i.e. delivery after the expiry of eight weeks from the date of purchase order, the vendor shall be liable to pay a penalty

## RFP for supply, installation & support of Hardware Load Balancer

subject to a maximum of 1% (one percent) of the respective location price relating to hardware as detailed below.

- i. 0.1% for the first week;
- ii. 0.5% for the second week;
- iii. 1% for the third week and above;

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

- d. In case the site is not ready for installation, the principle of deemed installation will apply for releasing the relevant payment on submission of SNR (site not ready) declaration.
- e. After the delivery is made, if it is discovered that the items supplied are not according to our specification, such supply would be rejected at the supplier's cost.
- f. In the event of delayed installation/ commissioning after four weeks from the date of delivery, the vendor shall be liable to pay a penalty at a percentage on the order value of the solution for a particular location, subject to a maximum of 5% (five percent) of the respective location price relating to hardware as detailed below.
  - i. 1% for the first week;
  - ii. 2.5% for the second week; and
  - iii. 5% for the third week and above.

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

### 26. WARRANTY & ON-SITE MAINTENANCE

The Vendor shall provide Three years comprehensive on-site warranty commencing from the date of successful installation at the respective delivered locations of the Company as provided in the Purchase Order / Contract for Supply.

Replacement under warranty clause shall be made by the Supplier free of all charges at site including freight, insurance and other incidental charges.

### 27. 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. Facility Management Service charges shall be paid half yearly.
- 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 deliverables / activities set out in the project plan and therefore any delay in achievement of such 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.



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

S.No.	Activity	Payment to be released	Documents to be submitted by the bidder
1.	Delivery	70% of total hardware cost.	Delivery challan of hardware duly signed by UIC officials.
		30% of total hardware cost.	On successful installation and configuration.
2.	Implementation Charges	100% of implementation charges.	Submission of certificate of successful installation and signoff duly signed by UIC officials.
3.	Support Charges	Support charges will be paid in the beginning of the respective years.	Submission of OEM proof that the hardware support is renewed.

**28. DELAY IN BIDDER’S PERFORMANCE**

Making the load balancer appliance hardware ready and available for setting up UIC’s web applications across the specified locations, shall be made by the bidder in accordance with the time schedule specified by UIC in the contract. Any unexcused delay by the bidder in the performance of his implementation/service/other obligations shall render the bidder liable to any or all of the following sanctions: forfeiture of his performance security, Imposition of liquidated damages, and/ or termination of the contract for default.

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

**29. INSPECTION OF RECORDS**

All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the company as well as the company’s and that authorized subordinates and the contractor shall at all times during the usual working hours and at all other times at which reasonable notice of the intention of the company or company’s or their authorized subordinates to visit the works shall have been given to the contractor, either himself be present or receive order or instructions or have a responsible agent duly accredited in writing present for that purpose.

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## RFP for supply, installation & support of Hardware Load Balancer

Said records are subject to examination. UIIC's auditors would execute confidentiality agreement with the bidder, provided that the auditors would be permitted to submit their findings to UIIC, which would be used by UIIC. The cost of the audit will be borne by UIIC. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.

### 30. RIGHTS OF VISIT

UIIC reserves the right to inspect and monitor/assess the progress of the project at any time during the course of the Contract. The Purchaser may demand and upon such demand being made, the Purchaser shall be provided with any document, data, material or any other information, which it may require, to enable it to assess the progress of the project.



RFP for supply, installation & support of Hardware Load Balancer

**Annexure 1 - Format for Letter of Authorization**  
*(To be submitted in the Bidder's letter head)*  
**[To be included in 'Cover - A' Eligibility Bid Envelope]**

Ref. No:UIIC:HO:ITD:127:2018-19

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**

The following persons are hereby authorized to attend the bid opening on \_\_\_\_\_(date) in respect of the tender for “supply, installation & support of Hardware Load Balancer” 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.



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**Annexure 2 - No Blacklist Declaration**  
*(To be submitted in the Bidder's letterhead)*  
**[To be included in 'Cover - A' Eligibility Bid Envelope]**

Ref. No:UIIC:HO:ITD:127:2018-19

To

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

Subject: Submission of No Blacklisting Self-Declaration for Tender Ref. No:UIIC:HO:ITD:127:2018-19  
“supply, installation & support of Hardware Load Balancer”

Dear Sir/Madam,

We do hereby declare and affirm that we have not been blacklisted/debarred by any Government Departments, Agencies or Public Sector Undertakings in India as on the date of submission.

(Authorized Signatory of Bidder)

Date:  
(Company Seal)





RFP for supply, installation & support of Hardware Load Balancer

**Annexure 3 - Manufacturers Authorisation Form**  
 (To be submitted on OEMs Letter Head)  
**[To be included in 'Cover - A' Eligibility Bid Envelope]**

Ref. No: UIIC:HO:ITD:127:2018-19

To

The Chief Manager  
 Information Technology Department, UIIC  
 Head Office, 24, Whites Road, Chennai - 600014.

Subject: Manufacturers Authorisation Form for “supply, installation & support of Hardware Load Balancer”

Dear Sir/Madam,

We <OEM Name> having our registered office at <OEM Address> are an established and reputed manufacturer of <hardware details> do hereby authorise M/s\_\_\_\_\_ (Name and address of the Partner) to offer their quotation, negotiate and conclude the contract with you against the above invitation for tender offer.

We hereby extend our full guarantee and warranty as per terms and conditions of the tender and the contract for the solution, products/equipment and services offered against this invitation for tender offer by the above firm and will extend technical support and updates / upgrades if contracted by the bidder.

We also confirm that we will ensure all product upgrades (including software upgrades and new product feature releases) are provided by M/s ..... for all the products quoted for and supplied to UIIC during the product warranty period.

- Such Products as UIIC may opt to purchase from the Supplier, provided, that this option shall not relieve the Supplier of any warranty obligations under the Contract; and
- 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.

We also undertake that in case if the bidder is not able to maintain the solution to the satisfaction of the Company as per the functional and technical specification of the bid, then we (OEM) will replace the bidder with another bidder to maintain the solution till the contract period in this bid at no extra cost to the company.

<OEM Name>  
 <Authorised Signatory>

Name:  
 Designation:

Note: This letter of authority should be on the letterhead of the OEM and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the bidder in its eligibility bid.



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**Annexure 4 - Statement of Nil Deviations**  
*(To be submitted in the Bidder's letterhead)*  
**[To be included in 'Cover - A' Eligibility Bid Envelope]**

Ref. No: UIIC:HO:ITD:127:2018-19

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: UIIC:HO:ITD:127:2018-19

Dear Sir,

There are no deviations (nil 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)

RFP for supply, installation & support of Hardware Load Balancer

**Annexure 5 - Bank Guarantee Format for EMD**

To

The Chief Manager  
Information Technology Department,  
First Floor, 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 the “supply, installation & support of Hardware Load Balancer” (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”) for the sum of ₹ 4,00,000/- (Rupees Four 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/System Integrator withdraws his offer after issuance of letter of acceptance by UIIC;
- If the Bidder/System Integrator withdraws his offer before the expiry of the validity period of the tender
- If the Bidder/System Integrator violates any of the provisions of the terms and conditions of this tender specification.
- If a Bidder/System Integrator, who has signed the agreement and furnished Security Deposit backs out of his tender bid.
- If a Bidder/System Integrator having received the letter of acceptance issued by UIIC, fails to furnish the bank guarantee and sign the agreement within the 30 days from the letter of acceptance.

We undertake to pay the Purchaser up to the below 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 ₹ 4,00,000/-
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).



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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.



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**Annexure 6 - Eligibility Criteria Form - for Bidders**  
**[To be included in 'Cover - A' Eligibility Bid Envelope]**

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:127:2018-19

S.No.	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	Whether the bidder is an OEM / SI	
7	Address for Communication	
8	Contact Person-1 (Name, Designation, Phone, Email ID)	
9	Contact Person-2 (Name, Designation, Phone, Email ID)	

**TURN OVER & NET PROFIT**

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

S.No.	Eligibility Criteria	Documentary Proof Required
a.	The bidder should be a registered company and should be in existence in India for more than 5 years as on 31.12.2018.	Copy of the Certificate of Incorporation issued by Registrar of Companies.
b.	The Bidder should be engaged in the business of IT services / business (i.e. in the area of LB/Firewall/UTM) in India for at least three (3) years as on the date of this tender.	Copy of purchase order/work order showing implementation since last three years.
c.	The bidder should be Original Equipment Manufacturer [OEM] or authorized partner of OEM	MAF as per annexure 3
d.	The bidder should have an average annual financial turnover of at least ₹ 60 Crore for the last three financial year's viz. 2015-16, 2016-17 and 2017-18.	Audited financial statements / Certificate from Auditor
e.	The bidder should have made Net Profit after taxation in at least one year in the	



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	last three financial years viz. 2015-16, 2016-17 and 2017-18.	
f.	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.
g.	The Bidder should have supplied and maintained LB in at least two customers in BFSI / PSU / Government sector in India during the last 3 years.	Purchase order copy <b>OR</b> client certificate should be attached as proof.
h.	The OEM should be in the business of load balancer in India for at least 5 years as on date of this RFP.	Self-declaration letter from the OEM.
i.	A Board Resolution / authorization letter from the board of directors or Power of Attorney authorizing the Bid signing in favour of Bidder representative who would be signing all the pages of the bid.	Board Resolution / authorization letter from the Board of directors / or Power of Attorney as per format given in Annexure-I to be submitted.

Signature :

Name :

Designation :

Date :

Company Seal



RFP for supply, installation & support of Hardware Load Balancer

**Annexure 7 - Commercial Bid Format [all amounts should be in INR]**  
**[Only Online submission]**

TABLE - A					
SUPPLY, IMPLEMENTATION & SUPPORT OF HARDWARE LOAD BALANCER (WITH 3 Yrs OEM WARRANTY)					
S.NO.	ITEM	QTY (a)	MAKE	Unit Price (b)	TOTAL (c=AXB)
1.	Hardware Cost of Load Balancer	4			
2.	03 years support charges	4			
3.	Project Implementation charges	One Time			
<b>Grand Total (A)</b>					

**All prices quoted are exclusive of Taxes and in INR Only.**

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**Annexure 8 - NDA (Non - Disclosure Agreement Format)**

(To be submitted in separate ₹100 stamp paper)

**[To be included in 'Cover - A' Eligibility Bid Envelope]**

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



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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.



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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.

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### 5. REMEDIES FOR BREACH OF CONFIDENTIALITY

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

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

### 6. TERM

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

### 7. GOVERNING LAW & JURISDICTION

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

### 8. ENTIRE AGREEMENT

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

### 9. WAIVER

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



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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**  
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In the presence of:

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In the presence of:

Witnesses - 1:

Witnesses - 1:

Witnesses - 2:

Witnesses - 2:



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**Annexure 9 - Bid Submission Check List - for bidders**

S.No.	Document	Attached (Yes/No)	Page No.
<b>COVER - A</b>			
1.	Covering Letter		
2.	Bid Submission Check List for Cover A // Index		
3.	Tender Fee Remittance Details		
4.	EMD Remittance Details or BG for EMD		
5.	Letter of Authorization as per Annexure 1		
6.	No Blacklist Declaration as per Annexure 2		
7.	Manufacturers Authorisation Form as per Annexure 3		
8.	Statement of No Deviations as per Annexure 4		
9.	Eligibility Criteria as per Annexure 5 (with proofs)		
10.	NDA as per Annexure 8		
11.	Password (PassPhrase) for opening of Prequalification & Technical bids; password to be kept in cover A		
<b>COVER - B</b>			
1.	Covering Letter		
2.	Bid Submission Check List for Cover B // Index		
3.	Technical Documentations (if any)		
4.	Technical Specification Compliance Sheet as per Annexure 10		



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**Annexure 10 - Minimum Technical Specifications - for bidders**  
**[To be included in Technical Bid Envelope]**

Minimum technical specifications are as below:

Sr. No	Required Featured	Compliance (Yes/ no)
	<b>Load Balancer / Application Delivery Controller Capabilities</b>	
1	The Load Balancer/ADC should have Layer 4 and Layer 7 load balancing support	
	a. Throughput (L4): 5 Gbps	
	b. Throughput (L7): 3.6 Gbps	
	c. Should support 1400 SSL terminations per second with 2048 bit keys (each requests is new handshake)	
	d. Concurrent connections 14M	
	e. L4 Connections Per Second 120,000	
	f. L7 Connections Per Second 24,000	
	g. Max. Compression Throughput 2Gbps	
	h. Port: 8 x 1 Gb Copper & 1 x 1 Gb Management Port	
2	The solution should have the following Load Balancer / ADC algorithms	
	a. Round Robin	
	b. Least Requests	
3	The Load Balancer/ADC should have Layer 7 content routing capabilities.	
	a. The content routing engine should be able to route traffic based on:	
	i. HTTP Headers	
	ii. URLS	
	iii. Client IP	
	iv. HTTP Methods	
	v. Any combination of the above. For example Rules like:	
	1. User-Agent contains Mozilla	
	2. URI contains /abc*.html	
	3. HTTP-Version = 1.0 AND Client-IP is in 192.168.1.0/24	
4	The Solution should offer GSLB	
5	The Solution should offer Security features	
6	The solution should be capable of content rewriting and support following actions:	
a	a. Request modifications	
	i. Insert header	
	ii. Delete header	
	iii. Modify header	
7	The solution should support persistence of incoming client connection based on	
	a. Client IP	
	b. Client IP & Port	



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	c. HTTP Cookie	
	d. HTTP Header	
	e. HTTP Parameter	
	f. RDP Session ID	
8	The solution should have integration with Windows Remote Desktop Connection Broker to support Window Remote Desktop Session persistence	
9	The solution should have integrated AAA support for LDAP and Radius.	
10	The solution should have a single sign-on option for Kerberos.	
11	The solution should have the ability to compress Web traffic to reduce network requirement.	
12	The solution should have the ability to reduce back-end Web server load and increase Web server performance by caching Web content	
13	The solution should support Direct Server Return (DSR) deployment.	
14	The solution should support the following types of service configurations:	
	a. TCP Proxy, UDP Proxy and Layer 7	
	b. FTP and FTP SSL	
	c. HTTP/S	
	d. Instant SSL	
15	The solution should have a connection drain capability to take servers out of load balancing pool.	
16	The product should support adaptive load balancing based on:	
	a. SNMP checks for CPU utilization on the servers.	
	b. Dynamic querying for URLs.	
	c. Load balancing algorithms and adaptive scheduling are related	
	<b>Network Management</b>	
17	The solution should support IPv6 as well as IPv4 and have the ability to turn IPv4 traffic to IPv6 traffic on the backend	
18	The solution should support data center level redundancy with builtin Global Server Load Balancing (GSLB) based on	
	a. Priority - provides alternate location for accessing resource in the event that the primary server fails	
	b. Geo IP - directs requests to the geographically closet server location	
	c. Region - requests from a certain region are directed to the data center that supports that region	
19	The solution should have support for multiple VLANs with tagging capability	
20	The Load Balancer / ADC should have support for bonding links to prevent network interfaces from becoming a single point of failure	
21	The solution should support 5 Gbps of L4 throughput	
22	The solution should support 3.6 Gbps of L7 throughput	
	<b>SSL Capabilities</b>	
23	The solution should have SSL offload capabilities.	



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24	The solution should have the ability to host multiple HTTPs enabled Websites on the same IP address by using Server Name Indicator (SNI).	
25	The solution should have the ability to receive encrypted data on the front-end and pass clear text to the back-end servers	
26	The solution should have advanced encryption capabilities that support Perfect Forward Secrecy (PFS) with ECDSA and RSA	
27	The solution should allow for the selection of various ciphers to encrypt messages	
28	The solution should have SSL certificate management	
29	The solution should have client certificates such as	
	a. Online Certificate Status Protocol (OCSP)	
	b. Certificate Revocation List (CRL)	
30	The solution should have the capability to add policies to allow for client authorization and authentication	
	<b>Security Capabilities</b>	
31	The solution should protect against OWASP Top 10 common attacks such as:	
	a. SQL Injections	
	b. Cross-site Scripting (XSS)	
	c. Cross-Site Request Forgery (CSRF)	
32	The solution should have DDoS prevention that can granularly control the number of requests to throttle or drop traffic based on IP or client	
33	The solution should have outbound content inspection for Data Loss Prevention.	
34	The solution should be able to control traffic into and out of the network with Layer 4 ACLs.	
35	The solution should be have IP reputation pool to block or deny traffic arriving at a service from the following types of IP addresses	
	a. Geo Pool - List of geographical regions.	
	b. Anonymous Proxy - Proxies that hide the ID information of client computers.	
	c. Satellite Provider - Satellite ISPs.	
36	The solution should simplify PCI compliance and use strong security protocols to safeguard sensitive cardholder data during transmission over open, public networks	
37	The solution has the ability to generate a PCI compliance report.	
38	The solution should have predefined security templates such as:	
	a. IBM Domino	
	b. Oracle	
	c. OWA/2010/2013	
	d. SharePoint/2013	
39	The solution should integrate security and application delivery on one platform.	
40	The solution should have click jacking protection.	





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41	The solution should have attack definition updates.	
	<b>Server Monitoring</b>	
41	The solution should have application level monitoring capabilities to monitor different types of servers such as:	
	a. Web servers	
	b. LDAP servers	
	c. Email servers	
	d. RADIUS servers	
42	The solution should allow combining multiple monitors to create monitor groups.	
43	The solution should support monitoring of the Load Balancer / ADC via SNMP.	
44	The solution should support SNMP traps.	
	<b>Other Capabilities</b>	
45	The system should have the ability to graph service level statistics such as number of connections, requests	
46	The solution should have a web-based administration.	
47	The solution should have the ability to generate granular reports for:	
	a. Security and Traffic	
	b . Audit	
	c. Config Summary	
	d. PCI	
48	The solution should have exportable logs for access, audit, network firewall, and web firewall.	
49	The solution should be delivered as a hardware, virtual or cloud-based appliance.	
50	The virtual appliance should support all major hypervisors such as:	
	a. Microsoft Hyper-V	
	b. Citrix Xen	
	c. VMWare Esxi	
51	The solution should have customizable rebranding abilities.	
52	The solution should have configurable dashboards.	
53	The solution should provide a RESTful Application Programming Interface (API).	
54	Hardware refresh after 4-Year	
55	Solution should have 5-Year license for Load Balancing & Web application firewall.	



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[Annexure 11 - Delivery Locations](#)

Below Are the delivery locations:

**DC LOCATION:**

UNITED INDIA INSURANCE COMPANY LIMITED  
NO: 24, WHITES ROAD, HEAD OFFICE,  
I.T. DEPARTMENT., FIRST FLOOR,  
CHENNAI - 600 014.

**DR LOCATION:**

UNITED INDIA INSURANCE COMPANY LIMITED  
Ctrls Datacenters Ltd.,  
16, Software Units Layout, Madhapur (Hitech City),  
Hyderabad, Telangana - 500 081.



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**END OF RFP**

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