

# TENDER FOR REPLACEMENT OF NETWORK EQUIPMENT

Tender No - 112



## UNITED INDIA INSURANCE CO. LTD

INFORMATION TECHNOLOGY DEPARTMENT No. 24, Whites Road, Chennai - 600014 CIN: U93090TN1938GOI000108



Tender Reference Number	HO:IT:2018-19: 112
Release Date of Tender	06.07.2018
Tender Document Fee	Rs. 5,000/- (Rupees Five Thousand only)
Earnest Money Deposit (EMD)	Rs. 2,00,000/- (Rupees Two Lakh only)
Last Date for Pre-Bid Meeting queries	12.07.2018
Pre-Bid Meeting date	13.07.2018
Last Date of Tender submission (Both Online &	27.07.2018 - 11:30 Hrs
Offline)	
Online Bid Submission	https://www.tcil-india-electronictender.com

	The Chief Manager		
Address for Communication	Information Technology Department		
&	First Floor, United India Insurance Co. Ltd,		
Submission of Bids	Regd & Head Office		
	No. 24, Whites Road, Chennai 600 014		
E-Mail IDs for communication	to: uiicnoc@uiic.co.in		





### **DEFINITION OF TERMS USED IN THIS DOCUMENT**

Company/UIIC/Purchaser	United India Insurance Company Limited		
EMD	Earnest Money Deposit		
BG	Bank Guarantee		
Bidder/Vendor	is a company, which participates in the tender and submits its proposal		
Products/Equipment	materials, which the Successful Bidder is required to supply, support/ maintain as per this tender		
DC	Data Center, Chennai		
DR	Disaster Recovery Site, Hyderabad		
NR	Near Line Disaster Recovery Site, Chennai		
LC	Learning Center, Chennai		
Successful Bidder	a company, which, after the complete evaluation process, gets the Letter of Acceptance		
LOA (Letter of Acceptance)	the issue of a signed letter by the Purchaser stating its intention to award the work mentioning the total Contract Value		
OEM	Original Equipment Manufacturer		
MTTR1	Mean Time to Respond		
MTTR2	Mean Time to Resolve		
SLA	Service Level Agreement		
ВОМ	Bill of Materials		
MAF	Manufacturer's Authorization Form		



# **CONTENTS**

1.	ABOUT THE COMPANY	4
2.	DISCLAIMER	4
3.	INSTRUCTIONS / GUIDELINES TO BIDDERS	4
4.	THE TENDER OFFER	5
5.	EARNEST MONEY DEPOSIT (E.M.D)	· 6
6.	FORFEITURE OF E.M.D	6
7.	REFUND OF E.M.D	· 6
8.	THE COMPANY RESERVES THE RIGHT TO	· 6
9.	REJECTION OF TENDERS	
10.	PROCEDURE FOR PROCESSING THE TENDER DOCUMENT	7
11.	VALIDITY OF TENDERS	7
12.	SECURITY DEPOSIT	8
13.	PRICE	8
14.	FORMAT AND SIGNING OF BID	8
<b>15</b> .	PUBLICITY	9
16.	ROYALTIES AND PATENTS	9
<b>17.</b>	INDEMNIFICATION	9
18.	LIQUIDATED DAMAGES	10
19.	TERMINATION	
20.	INSOLVENCY	11
21.	FORCE MAJEURE	
22.	DISPUTE RESOLUTION	
23.	NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER	12
24.	INSURANCE	
25.	WAIVER	
26.	GENERAL TERMS	
29.	SCOPE OF WORK	
30.	MAKE, MODEL & QUANTITY OF EQUIPMENT	
31.	DELIVERY AND INSTALLATION	
32.	WARRANTY AND ON-SITE MAINTENANCE	
33.	MAINTANANCE TIMELINES (SLA)	
34.	MAINTANANCE PENALTY	
<b>35.</b>	PAYMENT TERMS	16
	exure 1 - Eligibility Criteria - Compliance Sheet	
Anne	exure 2 - Technical Specs Compliance Sheet - 48 port Network Switch	18
Anne	exure 3 - Technical Specs Compliance Sheet - Network Router	20
Anne	exure 4 - Unpriced Bill of Material	22
	exure 5 - Commercial Bid Format {all amounts should be in INR}	
	exure 6 - Manufacturer's Authorization Form	
	exure 7 - Statement of No Deviations	
	exure 8 - Query Format	
Anne	exure 9 - Bid Submission Check List - for bidders	27



#### 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, 29 Regional Offices, 8 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. DISCLAIMER

The information contained in this Request for Proposal ("RFP") document or information provided subsequently to bidders or applicants whether verbally or in documentary form by or on behalf of Company, is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided. This RFP document is not an agreement and is not an offer or invitation by the company to any parties other than the applicants who are qualified to submit the bids (hereinafter individually and collectively referred to as "Bidder" or "Bidders" respectively). The purpose of this RFP is to provide the Bidders with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder requires. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP. The company makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. The information contained in the RFP document is selective and is subject to updating, expansion, revision and amendment. It does not purport to contain all the information that a Bidder require. Company in its absolute discretion, but without being under any obligation to do so, can update, amend or supplement the information in this RFP. Such change will be communicated and it will become part of RFP. The Company reserves the right to reject any or all the proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of the company shall be final, conclusive and binding on all the parties.

#### 3. INSTRUCTIONS / GUIDELINES TO BIDDERS

- a. The UNITED INDIA INSURANCE Co. Ltd. invites bids for the supply, installation and maintenance of network equipment at its Data Center, Disaster Recovery Site and Learning Center.
- b. Tender Bidding Methodology: Sealed Bid System 'Single Stage- Two Envelopes' [Eligibility Criteria Analysis, Technical Bid].

#### Offline Submission

- c. The Tender offer should be submitted in one sealed envelope mentioning "OFFER FOR REPLACEMENT OF NETWORK EQUIPMENT 2018" which should in turn contain two sealed covers super scribed as Cover 'A'; Cover 'B'.
  - i. Cover 'A' should contain the following:
  - ii. NEFT Details regarding the transfer of tender Document Fee



- iii. NEFT Details regarding the transfer of EMD amount
- iv. duly filled eligibility criteria form along with supporting documents for the eligibility from Bidders.
- v. statement of no deviation.
- vi. Pass Phrase for Prequalification, Technical and Commercial bid (3 pass phrases).
- d. **Cover 'B'** should contain the technical offer with the duly filled in Technical Spec Compliance sheet and respective data sheets from OEM.
- e. Checklist for bid submission is provided in Annexure 9 for the ease of bidders. Bidders are instructed to stick to the checklist.
- f. Failure to submit any of the above listed documents will result in outright rejection of the bidder.

#### **Online Submission**

- g. 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.
- h. For further instructions regarding submission of bids online the Bidder shall visit the homepage of the portal (<a href="https://www.tcil-india-electronictender.com">https://www.tcil-india-electronictender.com</a>).
- i. The relevant tender documents can be downloaded from the TCIL site with the bidders authorized TCIL ids.
- j. 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.
- k. Commercial Bid should be submitted **only in online mode**. No commercial bids submitted offline would be opened.
- I. 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 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 Hrs; 27<sup>th</sup> July 2018. 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 Hrs on the next working day.
- b. A non-refundable tender document fee of Rs. 5,000/- (Rupees Five Thousand Only) shall be remitted through NEFT atleast two days prior to the tender submission date.
- c. Bidders shall send the EMD and Tender remittance details well in advance before the submission of bids through email to the email ids mentioned for correspondence.



- d. The case of extension would be applicable only for offline bid submission. No extension would be available for online submission as the link gets disabled after tender submission due date and time.
- e. Bidders are advised to submit online and offline documents well before the due date to avoid any unforeseen circumstances.
- f. Both the Offline and Online Bids would be opened by the Committee constituted by the Company in the presence of bidders who are present at the address given above.

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

- a. The intending bidders should pay an Earnest Money Deposit of Rs. 2,00,000/- (Rupees Two Lakh Only).
- b. The E.M.D shall be electronically 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).		
	UIIC000100 <remittance depositors="" details="" name=""> Ex.</remittance>		
Account No	UIIC0001000 RNWE EMDxxxxxxx (From RNEW max of 29		
Account No	characters allowed, xxxxxx shall be replaced with your		
	Company name)		
Bank Details	Bank of America, 748, Anna Salai, Chennai 600 002.		

- c. The EMD will not carry any interest.
- d. The electronic credit should be effected positively on the day prior to the tender submission date.
- e. The above account details shall be used for remitting the non-refundable tender document fee as well.
- f. No other payment modes accepted and will be rejected outright.

#### 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 completion of installation of equipment in all respects to the satisfaction of UIIC.
- b. In case of unsuccessful bidders, the EMD will be refunded to them after the completion of tender process.

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

a. Accept / Reject any of the Tenders.



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

#### 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,
- 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. PROCEDURE FOR PROCESSING THE TENDER DOCUMENT

- a. Tender Bidding Methodology: Sealed Bid System 'Single Stage Two Envelopes' [Eligibility Criteria Analysis, Technical Bid].
- b. The bids would be opened by the Committee constituted by the Company in the presence of bidders who are present at the address given above (Section 4).
- c. The committee will scrutinize every aspect of Cover 'A' and verify for the eligibility criteria. Failure to submit any documents will lead to outright rejection of bids.
- d. The committee will scrutinize the Cover 'B' of only those bidders who qualify the minimum eligibility criteria and has submitted all documents as required in Cover 'A'.
- e. The committee will scrutinize both the online and offline submissions.
- f. Failure to submit any documents as required in the above two covers would lead to outright rejection of bids.
- g. The Committee will open the commercial bids (online bid only) of only those bidders who qualify both the eligibility criteria and minimum technical requirements.
- h. This procedure is subject to changes, if any and the procedure adopted by the Company for opening the tender shall be final and binding on all the parties.

#### 11. VALIDITY OF TENDERS

Tenders should be valid for acceptance for a period of at least 60 (Sixty) days from the last date of tender submission. Offers with lesser validity period would be rejected.



#### 12. SECURITY DEPOSIT

The successful tenderer will have to furnish a security deposit to the tune of <u>10% of the total order value</u> 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.

#### **13. PRICE**

- a. The bidders should quote only the base price. All applicable taxes/Octroi will be paid as actuals.
- b. The price shall be all inclusive of labour cost, ex-factory price per unit, packing, forwarding, freight, transit insurance, Excise duty, road permit charges, other duties, if any, including state levy, delivery, installation, commissioning and testing charges.
- 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 duty & taxes after the prices are fixed and before the agreement signing should be passed on to the Purchaser /Company.
- d. All the items should be quoted in INR (Indian Rupees) only.

#### 14. 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. MAF submitted in response to this tender must be signed by the Authorized signatory of OEM as mentioned in the Power of Attorney or Letter of Authorization.
- c. The bid shall be in A4 size papers, serially numbered with index and highlighted with technical specification details and shall be signed by the Bidder or a person duly authorized to bind the Bidder to the Contract.
- d. Any interlineations, erasures or overwriting shall be valid only if the person signing the bid counter signs them.
- e. Bids should be spirally bound or fastened securely before submission. Bids submitted in loose sheets will be rejected as non-compliant.
- f. 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.
- 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.



i. The entire proposal should be in A4 size paper and neatly bind or filed accordingly.

#### **15. 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.

#### **16. 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.

#### **17. 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
  - 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,



- e. UIIC notifies the Bidder in writing in a reasonable time frame on being aware of such claim
- f. the Bidder has sole control of defence and all related settlement negotiations
- g. UIIC provides the Bidder with the assistance, information and authority reasonably necessary to perform the above, and
- h. UIIC does not make any statement or comments or representations about the claim without prior written consent of the Bidder, except under due process of law or order of the court. It is clarified that the Bidder shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to UIIC's (and/or its customers, users and service providers) rights, interest and reputation.
- i. Neither party shall, in any event, regardless of the form of claim, be liable for any indirect, special, punitive, exemplary, speculative or consequential loss or damages subject to the above and to the extent allowed by local laws, the maximum aggregate liability of each party under a Contract for any claim or series of claims under any relevant purchase order regardless of the form of claim, damage and legal theory shall not exceed the value of the relevant Purchase Order.

#### **18. LIQUIDATED DAMAGES**

- a. The liquidated damage is an estimate of the loss or damage that UIIC may have suffered due to delay in performance or non-performance of any or all the obligations (under the terms and conditions) of the purchase contract relating to supply, delivery, installation, etc. of the solution by the Bidder and the Bidder shall be liable to pay UIIC a fixed amount for each day of delay / non-performance of the obligations by way of liquidated damages. Such liquidated damages shall be limited to the amount paid to Bidder during the warranty period.
- b. 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.
- c. If vendor fails to perform services within stipulated time schedule, the UIIC shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 5% of the total project cost for delay of each week or part thereof maximum upto 25% of contract price. Once the maximum is reached, UIIC may consider termination of Contract pursuant to the conditions of contract.

#### 19. TERMINATION

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 if the Bidder breaches its obligations under the tender document or the subsequent agreement/purchase order and if the breach is not cured within 15 days from the date of notice.



#### **20. INSOLVENCY**

The Company may terminate the contract by giving written notice to the vendor, 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. Notwithstanding anything to the contrary, in the event of termination, the Company shall clear all dues payable to Bidder for services already rendered or products already supplied by Bidder after deducting the applicable penalty.

#### **21. 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/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.

#### 22. 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.

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

- a. 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.
- b. 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.

#### 24. INSURANCE

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

#### **25. WAIVER**

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

#### **26. GENERAL TERMS**

- a. The agreement shall be in force for a period of 3 years and 3 months from the date of issue of Purchase Order.
- b. The successful bidder shall sign the agreement within 21 days from the date Letter of Acceptance (LOA) from UIIC.
- c. Any queries may be communicated through e-mail and response to query will be by return e-mail.
- d. The offer containing erasures or alterations will not be considered. There shall be no handwritten material, corrections or alterations in the offer.



- e. Addendum/Amendments/Corrigendum, if any, will be communicated through website or e-mail only. UIIC reserves the right to cancel the tender at any time without incurring any penalty or financial obligation to any bidder.
- f. UIIC reserves its right to carry out factory inspection of the equipment's to be supplied to UIIC at bidder's factory/site/centre. There shall not be any additional charges for such inspection.
- g. 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
- h. 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).
- i. 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.
- j. 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.
- k. The bidder to note that, splitting of order would not be applicable in this tender.
- I. Agencies/ Bidders desirous of availing exemptions/ preference under above provisions should submit a copy of proof of Registration as MSEs, and ownership of the same by SC/ST if applicable.

#### 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. ELIGIBILITY CRITERIA FOR BIDDERS

Any bidders submitting the bids to UIIC against this Tender shall comply with the below Eligibility Criteria. The Eligibility Criteria Compliance Form as per Annexure 1 shall be submitted as a part of Cover A.

S# Criteria Documentary Proof Required	mentary Proof Required
----------------------------------------	------------------------



	The bidder should be a public/private	Copy of the Certificate of			
a.	Limited company and should be in	Incorporation issued by Registrar of			
	existence in India	Companies			
	The bidder should have an average				
b.	turnover of at least Rs. 10 Crores for the				
J .	last three financial year's viz. 2015-16,				
	2016-17 and 2017-18	Audited financial statements			
	The bidder should have made Net Profit	Tradited infancial statements			
c.	after taxation in at least one year in the				
0.	last three financial year's viz. 2015-16,				
	2016-17 and 2017-18.				
d.	The bidder should have the partnership	Copy Partnership Certificate /			
	with the OEM for atleast 3 years.	Consortium Agreement with OEM.			
	The bidder should have at least 25	Self-Declaration from respective			
e.	numbers of certified engineers in	HR Department listing the names			
	Switching & Routing Technology of the	of the engineers against their			
	OEM vendor.	certifications.			
	The bidder should have supplied atleast				
	25 Routers or Switches (from respective				
f.	OEM preferred for this bid) to atleast one	Purchase Order copies masking			
	Data Center or Disaster Recovery Site in	the order values			
	India during the previous three financial				
	years viz. 2015-16, 2016-17 and 2017-18				
	The bidder should have Service Centers	Self-Declaration mentioning the			
g.	in all Metro Cities in India	service center addresses and			
		contact numbers			
	The bidder should not be				
h.	blacklisted/debarred by any Government	Self-Declaration			
	Departments, Agencies or Public Sector				
	Undertakings in India				

#### 29. SCOPE OF WORK

- a. Supply, install and maintain the below network equipment at UIIC's DC, DR, NR and LC for 3 years. The equipment shall be delivered with 1 year onsite comprehensive replacement warranty. Onsite comprehensive AMC will be applicable for the further period of 2<sup>nd</sup> and 3<sup>rd</sup> year of the contract. The equipment being supplied shall comply with the minimum technical specifications mentioned in Annexure 2 and Annexure 3. Any technical bids with a lower specification will be rejected.
- b. During the installation phase, the Vendor should aid UIIC or UIIC authorized SI in migrating the configuration form the old equipment to the new one.
- c. The Vendor should ensure proper migration of configuration in co-ordination with UIIC or UIIC authorized SI and observe the performance for 72 hours after migration.
- d. The old network equipment on buyback shall be taken away from UIIC's premises only after 7 working days of successful installation and migration to the new equipment.



- e. Any onsite support shall be immediately available for during a period of one month after migration.
- f. Any hardware fault shall be rectified within 8 hours from the time the problem is reported, as these are critical network equipment to be installed in UIIC's DC, DR, NR and LC. Necessary replacement shall be provided for the same if repair is not possible within 8 hours.

#### 30. MAKE, MODEL & QUANTITY OF EQUIPMENT

New N/W Equipment Required					
N/W Equipment DC DR LC NR Count					
Network Switch - 48 Port	12	10	1	2	25
Network Router	2	2	0	0	4

<sup>\*</sup>As a part of Technical Bid (Cover B), the Bidders shall submit Manufacturer's Authorization Form (MAF) as per Annexure 6

<sup>\*</sup>The new equipment being supplied shall comply with the minimum technical specifications mentioned in Annexure 2 and Annexure 3.

Old N/W Equipment for Buyback					
NW Equipment	DC	DR	LC	NR	Count
Cisco Switch WS-C2960G-48TC-L	8	7	1	0	16
Cisco Switch WS-C2960G-24TC-L	4	3	0	2	9
CISCO3845 Router	2	2	0	0	4

#### 31. DELIVERY AND INSTALLATION

- a. The delivery time shall be a maximum of <u>six weeks</u> from the date of purchase order.
- b. In the event of delayed delivery i.e. delivery after the expiry of six weeks from the date of purchase order, the vendor shall be liable to pay a penalty at a percentage on the value of the respective delayed equipment; subject to a maximum of 5% (five percent) as detailed below.
  - i. 1% for the first week;
  - ii. 2.5% for the second week;
  - iii. 5% for the third week and above;

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

- c. After the delivery is made, if it is discovered that the items supplied are not according to UIIC's specification, such supply would be rejected at the supplier's cost.
- d. The installation / commissioning shall be a maximum of  $\underline{two weeks}$  from the date of delivery.
- e. In case the site is not ready for installation, the principle of deemed installation will apply for releasing the 15% payment on submission of SNR (Site Not Ready) declaration. In the event of delayed installation after two weeks from the date of delivery, the vendor shall be liable to pay a penalty at a percentage on the



respective equipment value, subject to a maximum of 5% (five percent) as detailed below.

- i. 1% for the first week;
- ii. 2.5% for the second week;
- iii. 5% for the third week and above.

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

f. The actual address for the delivery locations of DC, DR, NR and LC shall be shared only to the successful bidder.

#### **32. WARRANTY AND ON-SITE MAINTENANCE**

The Vendor shall provide one year on-site comprehensive replacement warranty commencing from the date of installation of network equipment as provided in the Purchase Order / Contract for Supply. Further a comprehensive onsite AMC shall be provided for these equipment during the 2<sup>nd</sup> and 3<sup>rd</sup> year.

#### 33. MAINTANANCE TIMELINES (SLA)

MTTR1 (Mean Time to Respond)	2 Hours
MTTR2 (Mean Time to Resolve)	8 Hours

The above maintenance timelines are applicable for the first year warranty period as well as the 2<sup>nd</sup> & 3<sup>rd</sup> year AMC period, for all network equipment being supplied by the Vendor as per the scope of this RFP.

#### 34. MAINTANANCE PENALTY

	Rs. 1000/- or 0.1% of equipment whichever is greater; per hour; for 1st 24
a.	hours after completion of MTTR2.
	Rs. 2000/- or 0.2% of equipment whichever is greater; per hour; for next 24
b.	hours and so on further days until a maximum penalty amount of 25% of the
	equipment value is reached.
	The maximum penalty that can be deducted for first year of warranty period
c.	towards equipment failure is 25% of the equipment value as per the submitted
	BOM.
	The maximum penalty that can be deducted for 2 <sup>nd</sup> & 3 <sup>rd</sup> year of AMC period
d.	towards equipment failure is 50% of the equipment value as per the submitted
	BOM.
	Actual cost of procurement and installation of faulty part will be borne by the
	Vendor after UIIC replaces the part and OEM Installs it. This will be initiated
e.	only if the problem hinders / blocks the normal functionality for more than 72
	hours after MTTR2.

#### **35. PAYMENT TERMS**

- a. 85 % after delivery, on production of proof of delivery / delivery challan.
- b. 15% after satisfactory installation, on production of installation certificate and other relevant documents.



- c. The penalty (if any) during the  $1^{st}$  year warranty period shall be recovered from the first quarter AMC charges of the  $2^{nd}$  year.
- d. The penalties(if any) during the 2<sup>nd</sup> and 3<sup>rd</sup> year AMC shall be recovered from the respective quarterly charges of the AMC payment.
- e. Other charges, if any, would be paid upon completion of the relevant activity and submission of the work completion report signed by the authorized official of the company.

#### Annexure 1 - Eligibility Criteria - Compliance Sheet

<u>S#</u>	<u>Criteria</u>	Documentary Proof Required	<u>Yes/No</u>	<u>Remarks</u>
a.	The bidder should be a public/private Limited company and should be in existence in India	Copy of the Certificate of Incorporation issued by Registrar of Companies		
b.	The bidder should have an average turnover of at least Rs. 10 Crores for the last three financial year's viz. 2015-16, 2016-17 and 2017-18.	Audited financial		
c.	The bidder should have made Net Profit after taxation in at least one year in the last three financial year's viz. 2015-16, 2016-17 and 2017-18.	statements		
d.	The bidder should have the partnership with the OEM for atleast 3 years.	Copy Partnership Certificate / Consortium Agreement with OEM.		
e.	The bidder should have at least 25 numbers of certified engineers in Switching & Routing Technology of the OEM vendor.	Self-Declaration from respective HR Department listing the names of the engineers against their certifications.		
f.	The bidder should have supplied atleast 25 Routers or Switches (from respective OEM preferred for this bid) to atleast one Data Center or Distaster Recovery Site in India during the previous three financial years viz. 2015-16, 2016-17 and 2017-18	Purchase Order copies		



g.	The bidder should have Service Centres in all Metro Cities in India	Self-Declaration	
h.	The bidder should not be blacklisted/debarred by any Government Departments, Agencies or Public Sector Undertakings in India	Self-Declaration	

(AUTHORIZED SIGNATORY) NAME DESIGNATION COMPANY SEAL

## Annexure 2 - Technical Specs Compliance Sheet - 48 port Network Switch

<u>S#</u>	<u>Features</u>	Minimum Requirements	Yes/No	Remarks / Pg # of technical bid
1	I/O ports and slots	Minimum of 48 RJ-45 10/100/1000 port Minimum 2 nos. of 1000/10000 SFP+ ports		
2	Memory	Minimum - 512 MB SDRAM Minimum - 256 MB flash		
	Performance			
3	Throughput	Minimum of 130+ Mpps		
4	Routing/Switching capacity	Minimum of 130+ Gbps		
5		Should be IPv6 Ready Certified		
6		Should have a non-blocking architecture		
	Management			
7		Should support remote configuration and management		
8		Should support remote monitoring		
9		Should support complete session logging		
10		Should have a Secure Web GUI		
11		Should have the provision for Management VLAN		
12		Should support IPv6 management		
	Switching			
13		Should support VLAN support and tagging		
14		Should support 10GbE port aggregation		
15		Should support Address Resolution Protocol (ARP)		
16		Should support Dynamic Host Configuration Protocol (DHCP)		
17		Should be able to configure Loopback interface address		
18		Should have User datagram Protocol (UDP) helper function		
	Security			
19		Should support Access Control Lists (ACLs)		
20		Should support IEEE 802.1X		



21		Should support MAC based authentication	
22		Should support DHCP Protection	
23		Should have prevention against IP	
		spoofing attacks	
24		Should have Dynamic ARP protection	
25		Should have Port security & Port isolation	
26		Should have STP port protection	
27		Should support Identity-driven security	
		and access control	
	Resilience & High Avail	ability	
28		Should have Separate data and control	
		paths	
29		Should have external redundant power	
		supply	
30		Should support Spanning Tree/PVST+,	
		MSTP, RSTP	
31		Should support Energy Efficient Ethernet	
		(EEE) Support [IEEE 802.3az]	
	End of Life / End of Sale	e - Criteria	
32		The equipment quoted by bidder should	
		not be declared as End of Life and End of	
		Sale by the OEM at the time of bidding.	
		Also the equipment should not be	
		declared and End of Support during 3	
		years of the agreement and in case OEM	
		do then the bidder should	
		upgrade/replace the same at no cost to	
		UIIC.	

(AUTHORIZED SIGNATORY) NAME DESIGNATION COMPANY SEAL



# Annexure 3 - Technical Specs Compliance Sheet - Network Router

				Remarks / Pg # of
S#	Features	Minimum Requirements	Yes/No	technical bid
1	I/O ports and slots	Minimum - 4 nos. of 10/100/1000 BASE-T ports Minimum - 4 nos. of RJ 45 ports Minimum - 4 nos. of SFP ports Minimum - 2 nos. of Network Interface Module Slots Minimum - 2 nos. of USB inetrfaces/ports Minimum - 2 nos. of Power supply slots		
2	Memory	Minimum - 2GB RAM Minimum - 2GB Flash Memory		
3	Throughput	Minimum - 2 Mpps		
	Connectivity			
4		Should support VXLAN (Virtual eXtensible LAN)		
5		Should support Virtual Private LAN Service (VPLS)		
	Switching			
6		Should support Spanning Tree Protocol (STP)		
7		Should support Multicast Listener Discover (MLD) protocol		



8		Should support Port Mirroring							
9		Should support support 4,094 VLANs or IEEE							
		802.1Q-based VLANs							
- 10	Routing and related services								
10		Should support static IPv4 & IPv6 routing with Dual IP Stack							
11		Should support Routing Information Protocol (RIP)							
12		Should support Routing Information Protocol next generation (RIPng)							
13		Should support Open Shortest Path First (OSPF) & OSPFv3							
14		Should support Border Gateway Protocol 4 (BGP-4) & BGP+ (for MBGP support)							
15		Should support Intermediate System to Intermediate System (IS-IS) [for both IPv4 & IPv6]							
16		Should support IPv6 tunneling							
17		Should support Multi-Protocol Label Switching (MPLS) Layer 2 & Layer 3 VPN							
18		Should be able to configure Routing Policies							
19		Should support NAT-PT (Network Address Translation-Protocol Translation)							
20		Should support Address Resolution Protocol (ARP)							
21		Should have User Datagram Protocol (UDP) helper function							
22		Should support Dynamic Host Configuration Protocol (DHCP)							
	QoS								
23		Should allow Traffic Policing							
24		Should be able to perform Congestion management							
24									
	Security	management Should support Weighted Random Early Detection							
	Security	management Should support Weighted Random Early Detection							
25	Security	management Should support Weighted Random Early Detection (WRED) & Random Early Detection (RED)							
25	Security	management Should support Weighted Random Early Detection (WRED) & Random Early Detection (RED) Should have an IPS module							
25 26 27	Security	management Should support Weighted Random Early Detection (WRED) & Random Early Detection (RED)  Should have an IPS module Should have Zone based firewall							
25 26 27 28	Security	management Should support Weighted Random Early Detection (WRED) & Random Early Detection (RED)  Should have an IPS module Should have Zone based firewall Should have Enhanced stateful firewall							
25 26 27 28 29	Security	management Should support Weighted Random Early Detection (WRED) & Random Early Detection (RED)  Should have an IPS module Should have Zone based firewall Should have Enhanced stateful firewall Should have IPSec VPN Module							
25 26 27 28 29 30	Security  Convergence &	management Should support Weighted Random Early Detection (WRED) & Random Early Detection (RED)  Should have an IPS module Should have Zone based firewall Should have Enhanced stateful firewall Should have IPSec VPN Module Should support Access Control Lists (ACLs) Should support TACACS+ / RADIUS authentication							
25 26 27 28 29 30		management Should support Weighted Random Early Detection (WRED) & Random Early Detection (RED)  Should have an IPS module Should have Zone based firewall Should have Enhanced stateful firewall Should have IPSec VPN Module Should support Access Control Lists (ACLs) Should support TACACS+ / RADIUS authentication							
25 26 27 28 29 30 31		management Should support Weighted Random Early Detection (WRED) & Random Early Detection (RED)  Should have an IPS module Should have Zone based firewall Should have Enhanced stateful firewall Should have IPSec VPN Module Should support Access Control Lists (ACLs) Should support TACACS+ / RADIUS authentication  Management Should support Internet Group Management							
25 26 27 28 29 30 31		management Should support Weighted Random Early Detection (WRED) & Random Early Detection (RED)  Should have an IPS module Should have Zone based firewall Should have Enhanced stateful firewall Should have IPSec VPN Module Should support Access Control Lists (ACLs) Should support TACACS+ / RADIUS authentication  Management Should support Internet Group Management Protocol (IGMP) Should support Protocol Independent Multicast							
25 26 27 28 29 30 31 32		management Should support Weighted Random Early Detection (WRED) & Random Early Detection (RED)  Should have an IPS module Should have Zone based firewall Should have Enhanced stateful firewall Should have IPSec VPN Module Should support Access Control Lists (ACLs) Should support TACACS+ / RADIUS authentication  Management Should support Internet Group Management Protocol (IGMP) Should support Protocol Independent Multicast (PIM) Should support Multicast Source Discovery							
25 26 27 28 29 30 31 32 33		management Should support Weighted Random Early Detection (WRED) & Random Early Detection (RED)  Should have an IPS module Should have Zone based firewall Should have Enhanced stateful firewall Should have IPSec VPN Module Should support Access Control Lists (ACLs) Should support TACACS+ / RADIUS authentication  Management Should support Internet Group Management Protocol (IGMP) Should support Protocol Independent Multicast (PIM) Should support Multicast Source Discovery Protocol (MSDP) Should support Multicast Border Gateway							
25 26 27 28 29 30 31 32 33 34		management Should support Weighted Random Early Detection (WRED) & Random Early Detection (RED)  Should have an IPS module Should have Zone based firewall Should have Enhanced stateful firewall Should have IPSec VPN Module Should support Access Control Lists (ACLs) Should support TACACS+ / RADIUS authentication  Management Should support Internet Group Management Protocol (IGMP) Should support Protocol Independent Multicast (PIM) Should support Multicast Source Discovery Protocol (MSDP) Should support Multicast Border Gateway Protocol (MBGP)							



39		Should support Network Time Protocol (NTP)		
40		Should support Role Based Security		
	End of Life / End	d of Sale - Criteria		
41		The equipment quoted by bidder should not be declared as End of Life and End of Sale by the OEM at the time of bidding. Also the equipment should not be declared and End of Support during 3 years of the agreement and in case OEM do then the bidder should upgrade/replace the same at no cost to UIIC.		

(AUTHORIZED SIGNATORY) NAME DESIGNATION COMPANY SEAL

# Annexure 4 - Unpriced Bill of Material

NEW EQUIPMENT – UNPRICED BOM							
Equipment	Qty	OEM Make	Model Number				
Network Switch - 48 Port	25						
Network Router	4						

(AUTHORIZED SIGNATORY) NAME DESIGNATION COMPANY SEAL





Annexure 5 - Commercial Bid Format {all amounts should be in INR}

NEW EQUIPMENT – BOM								
Equipment	Qty	Equipment Cost including one year Warranty (X)	2 <sup>nd</sup> Year AMC (Y)	3 <sup>rd</sup> Year AMC (Z)	Total (X+Y+Z)			
Network Switch - 48 Port	25							
Network Router	4							
SUB TOTAL (A)								
SUB TOTAL (A) {in words}								



OLD EQUIPMENT – BUYBACK PRICE						
NW Equipment	Qty	Unit Cost	Total Cost			
Cisco Switch WS-C2960G-48TC-L	16					
Cisco Switch WS-C2960G-24TC-L	9					
CISCO3845 Router	4					
SUB						
SUB TOTAL (B) {in words}						

GRAND TOTAL [A - B]	
(in words)	

\*(Taxes extra as applicable)

(AUTHORIZED SIGNATORY)
NAME
DESIGNATION
COMPANY SEAL

# (To Be Submitted in the Bidder's Letter Head)

## <u>Annexure 6 - Manufacturer's Authorization Form</u>

NOTE:	The authorized signatory should be a POA(Power Of Attorney ) ho	older
(	Copy of POA should be attached.	

IVI	n	•	
1 1	v		
	_		

Date:

To,



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

Door	Cir
Dear	SIr,

Re٠	Your	RFP	Ref.	XXXXX

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 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 SI not being able to provide AMC to UIIC due to any reason therefore, we shall arrange the AMC 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

#### **Annexure 7 - Statement of No Deviations**

No:
Date:

То

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) NAME DESIGNATION COMPANY SEAL



#### **Annexure 8 - Query Format**

Query #	1
Page #	
Clause #	
Existing Clause in Tender	
Modification/Suggestion Requested	
Remarks	

Query #	2
Page #	
Clause #	



Existing Clause in Tender	
Modification/Suggestion Requested	
Remarks	

.

.

.

(AUTHORIZED SIGNATORY)

NAME DESIGNATION COMPANY SEAL



## <u>Annexure 9 - Bid Submission Check List - for bidders</u>

S#	Document	Attached (Yes/No)	Page#
COVER - A			
1.	Covering Letter		
2.	Bid Submission Check List for Cover A // Index		
3.	Tender Fee Remittance Details		
4.	EMD Remittance Details		
5.	Power of Attorney for Authorized Signatory [from both Bidder and OEM]		



6.	Eligibility Criteria Form as per Annexure 1	
7.	Statement of No Deviations as per Annexure 7	
CO	/ER - B	
1.	Covering Letter	
2.	Bid Submission Check List for Cover B // Index	
3.	MAF as per Annexure 6	
4.	Unpriced Bill of Material as per Annexure 4	
5.	Technical Specs - Compliance Sheet as per Annexure 2	
6.	Technical Specs - Compliance Sheet as per Annexure 3	
7.	Supporting Technical Documents / Brochures / Data Sheets	
8.	Commercial Bid as per Annexure 5	