

ANNEXURES

S.no	ANNEXURES	Page No
1	Annexure I – Bid Forwarding Letter	3
2	Annexure –II Minimum Eligibility Criteria	4
3	Annexure –III Technical Bid	6
3.1	<i>Minimum technical specifications</i>	6
3.2	<i>Unpriced bill of quantity</i>	8
4	Annexure – IV Commercial Bid	10
4.1	<i>Price Bid</i>	10
5	Annexure - V Manufacturer Authorisation Format	12
6	Annexure - VI Undertaking of Authenticity	14
7	Annexure - VII Query Format	15
8	Annexure - VIII Power of Attorney	16
9	Annexure – IX EMD /Bid Security Form	17
10	Annexure - X Non-Disclosure Agreement	19
11	Annexure - XI Installation Certificate	24
12	Annexure - XII Acceptance Certificate	25
13	Annexure - XIII Performance Guarantee Format	26
14	Annexure- XV Statement of Deviations	28
15	Annexure - XVI Undertaking for Non-Blacklisting	29



1. Annexure I – Bid Forwarding Letter

(To be submitted on Bidder's letter head)

[To be included in Eligibility Bid Envelope]

Ref:

Date:

The Deputy General Manager

I.T. Department, First Floor,

Regd. & Head Office 24,

Whites Road, **Chennai – 600 014.**

Dear Sir,

Supply, installation and maintenance of Hardware Security Module

We, the undersigned, offer to submit our bid in response and accordance with your **RFP No. HO: ITD: 2018-19:113 dated July 06, 2018**. Having examined the tender document including all annexures carefully, we are hereby submitting our proposal along with all the requisite EMD and other documents as desired by UIIC.

Further, we agree to abide by all the terms and conditions as mentioned herein the tender document. We agree to abide by this offer till 90 days from the date of last day for submission of offer (Bid). If our offer is accepted, we undertake to provide Service support for the hardware and software supplied as per the above-referred RFP, during warranty periods of 03 years.

The Warranty for all hardware and software would be back to back from OEM and would start from date of date of delivery of equipment at respective locations. The price quoted by us for hardware and software includes back-to-back OEM warranty for 03 years respectively.

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

We have also noted that UIIC reserves the right to consider/ reject any or all bids without assigning any reason thereof. We understand that you are not bound to accept the lowest or any Bid you may receive.

Date: Signature of Authorised Signatory:

Place: Name of the Authorised Signatory:

Designation :

Name of the Organisation:

Seal :

Tender Document	HO: ITD: 2018-19: 113	Page : 3 of 29
	Issued on: July 06, 2018	

2. Annexure II – Minimum Eligibility Criteria

Response to Minimum Eligibility Criteria

(RFP No. HO: ITD: 2018-19:113 dated July 06, 2018)

[To be included in Eligibility Bid Envelope]

Proposals not complying with the 'Eligibility criteria' are liable to be rejected and will not be considered for further evaluation. The proposal should adhere to the following minimum eligibility criteria.

S.N	Criteria	Proof to be Submitted								
1.	The bidder should be a registered company.	Certificate of incorporation								
2.	The bidder must be in business for at least three years as on the date of this tender.	Enclose attes ted documents of MoA or similar documents								
3.	The bidder should have a minimum turnover of Rupees 5 crores per annum in any two of the following financial years (2014-15, 2015-16, 2016-17).	<table border="1"> <thead> <tr> <th>Annual Turnover</th> <th>Amount (in crores)</th> </tr> </thead> <tbody> <tr> <td>F.Y.2014-15</td> <td></td> </tr> <tr> <td>F.Y.2015-16</td> <td></td> </tr> <tr> <td>F.Y.2016-17</td> <td></td> </tr> </tbody> </table>	Annual Turnover	Amount (in crores)	F.Y.2014-15		F.Y.2015-16		F.Y.2016-17	
Annual Turnover	Amount (in crores)									
F.Y.2014-15										
F.Y.2015-16										
F.Y.2016-17										
4.	The bidder should have made profit in any two of the following financial years (2014-15, 2015-16, 2016-17).	<table border="1"> <thead> <tr> <th>Net Profit</th> <th>Amount (in crores)</th> </tr> </thead> <tbody> <tr> <td>F.Y.2014-15</td> <td></td> </tr> <tr> <td>F.Y.2015-16</td> <td></td> </tr> <tr> <td>F.Y.2016-17</td> <td></td> </tr> </tbody> </table>	Net Profit	Amount (in crores)	F.Y.2014-15		F.Y.2015-16		F.Y.2016-17	
Net Profit	Amount (in crores)									
F.Y.2014-15										
F.Y.2015-16										
F.Y.2016-17										
5.	The OEM should authorize the bidder to quote their product in the present tender of UIC.	MAF from OEM as per format given in Annexure –V covering each category of equipment need to be enclosed.								
6.	All equipment offered should not be 'End of Support' for a minimum of 5 years from Jan 2018	Certificate from OEM on Non-End of Support for a minimum of 5 years starting from Jan31, 2018 need to be enclosed covering each category of equipment.								
7.	The bidder MUST HAVE SUPPORT CENTER at Chennai and Hyderabad.	Detailed address with contact details of support center at Chennai and Hyderabad to be submitted along with the technical bid.								
8.	Bidder or OEM should have implemented a proposed solution or from the same Family of proposed solution in at least three BFSI companies in India during the past three years.	Respondent should enclose photocopies of Purchase Orders along with the bid.								

**ANNEXURES FOR PROCUREMENT OF
HARDWARE SECURITY MODULE (HSM)**



S.N	Criteria	Proof to be Submitted
9.	The bidder or OEM should have at least two central/state government, PSU's, PSU BFSI, or Private Corporate as a customer with a minimum user base of 5,000 documents/month each.	Respondent should enclose a self-declaration and photocopies of Purchase Orders along with the bid.
10.	The bidder/OEM should not have been black-listed by any central / state Govt. department / University / PSU / BFSI etc. at the time of bidding.	Declaration regarding Clean Track Record as per format Annexure XVI enclosed. (Yes /No).
11.	Proof of remittance of EMD	BG/NEFT Confirmation
12.	Power of Attorney of the Bidder	As per Annexure – VIII
13.	Power of Attorney of the OEM	
14.	Undertaking of authenticity	As per Annexure – VI
15.	Bid forwarding Letter	As per Annexure – I
16.	Tender Fee	NEFT Confirmation
17	Summary of Implementation as given below	

- The bidder to submit documentary evidence for all the above points.
- Proposals of bidders who do not fulfill the above criteria or who fail to submit documentary evidence thereon would be rejected.
- A summary of implementation** carried out by the bidder at the organization (referred by the bidder as part of experience in point # 8 above), must be enclosed with the Eligibility Bid, giving the following details:
 - Name of the Client, Number of branches, Nature of the Project, Scope of the Project., Project Deliverables, Hardware and Software environments of the Project, Architecture of the solution implemented, including network architecture, Date of award of Contract, Date of commencement of the Project, Date of successful commissioning of the Project (Pilot / Live).
 - Whether the Project has been vetted / audited by any independent Agency/ Institutional Consultants of Repute, and if so, outcome thereof.
 - Name of the person who can be referred to from Clients' side, with Name, Designation, Postal Address, Contact Phone and Fax numbers, E-Mail IDs, etc. (Enclose copies of purchase orders).
- The bidder must undertake to make all software up-gradation / modifications necessary to conform to any changes or modifications required by UIIC, from time to time for the entire contract period.
- (Above details are MANDATORY and are to be included in eligibility bid. Without the above details, the Bid is liable to be rejected.)

Date: _____ Signature of Authorised Signatory: _____

Place: _____ Name of the Authorised Signatory: _____

Designation : _____

Name of the Organisation: _____

Seal of the Organisation: _____

Tender Document	HO: ITD: 2018-19: 113	Page : 5 of 29
	Issued on: July 06, 2018	

3. Annexure III – Technical Bid

Ref:

Date:

(RFP No. HO: ITD: 2018-19:113 dated July 06, 2018)

[To be included in Technical Bid Envelope]

3.1. MINIMUM TECHNICAL SPECIFICATIONS

3#	Hardware Security Module - Specifications	Y/N
1	Should support Windows, Linux, Solaris, VMWARE, AIX (all are required).	
2	TCP/IP Network based appliance.	
3	Should comply to standards like FIPS 140-2 Level-3,ROHS,FCC part 15 Class B	
4	Key Length Supported (1024 to 4096).	
5	Public Key Algorithm RSA encrypt/decrypt, RSA sign/verify, ECC (Electric Curve cryptography).	
6	HSM is required to store all keys in its secure memory.	
7	Key Exchange Mechanism : DES/ Triple DES, AES Algorithm; Random Number Generation: FIPS 140-2 approved DRBG SP 800-90 CTR mode OR equivalent standards, are accepted. However equivalence needs to be justified with proper recognised certification that specifically shows details of comparison and proves that it is equivalent.	
8	Hash/HMAC algorithm: SHA 1, SHA 2, SHA 256.	
9	Symmetric Algorithm : AES, SHA 1, SHA 2, SHA-256 , DES, TripleDES.	
10	Compatibility: PKCS#11 , CAPI, OpenSSL, JCE/JCA, JC PROV.	
11	Support for various cryptographic algorithms: Asymmetric Key with Diffie-Hellman (1024-4096 bit), RSA (512-4096 bit) and (PKCS#1 v1.5, OAEP PKCS#1 v2.0), Digital Signing via RSA (1024-4096-bit), DSA (512-1024-bit), EC Brainpool Curves (named and user-defined), Suite B Algorithm Support and ARIA support.	
12	Published API for various above functionalities for integrating with the Application software.	
13	Remote Pin Entry Device Support for Authentication of HSM Roles should be available with Level-3 device.	

14	Contents can be securely stored on Hardware Backup Device to simplify backup, cloning, and disaster recovery.	
15	Onboard key generation and storage of at least 1000 Keys within HSM secure Memory for better security.	
16	24/7 tel/email support infrastructure based out of India.	
17	The bidder's solution should support document signing using different types / classes of digital signatures.	
18	The proposed solution should support instant real-time signing using an API for integration with UIIC Application.	
19	The proposed solution should support offline signing by picking up the file from a predefined location and providing the signed file at the output location.	
20	The bidder should confirm that the proposed hardware solution is capable of integration with UIIC Document Management Solution (OmniDocs provided by NewGen), application OS: Sun Solaris Ver. 10, middle-tier: Weblogic 10.3.6.0.8	
21	The HSM should be able to do a minimum of 1200 Transactions per second (TPS) for 2048 RSA Signing.	
DIGITAL SIGNATURE SPECIFICATIONS		(Y/N)
1	DSC Class 3 should be under CCA India Route.	
2	Validity in terms of years: 1 or 2 years.	
3	Certificate should be company type only.	
FUNCTIONALITIES OF DOCUMENT SIGNER		(Y/N)
1	Server Side components (API / SDK) with ERP infrastructure to be provided, integrated and configured.	
2	Downloading and install a Class 3 Digital Signature type on the HSM modules.	
3	Capable of signing on multiple pages of the same document.	
4	Capable of signing with multiple signatures on the same page/document.	
5	Should be able to incorporate the signature(s) without the need of physically attaching the USB token.	
6	The licensing of the solution or API solution is to be serverbased.	
7	Solution should be capable of supporting multiple signer profiles. Each signer profile should have the capability to be mapped to a particular DSC of the signatory.	
8	Solution should support HSM interfacing over PKCS#11.	

9	Solution should support SHA 2 family for document Hash creation.	
10	Solution should have ability to integrate with multiple applications.	
11	Real time signing functionality.	
12	Solution should support multiple functionalities for signing: <ul style="list-style-type: none"> a. Digital Signing facility should be available in Batch (bulk) using scheduler tools in an In-Out folder based structure. b. The solution shall support silent signing directly on server, without any manual intervention. 	
13	Signing application should not alter any existing functionality of the application server.	
14	Signing application shall be configured to provide additional level of security such as authentication of signing request originator and password protect keys stored in HSM device.	
15	Administrator module to Manage certificates and Signatories.	
16	Should be able to support multiple data formats (.pdf/xml/PKCS#7).	
17	Application should be able to check the validity of the certificate before signing of the document/data.	
18	Trigger Notifications via SMS/Email (Certificate expiry, Signing request etc.,).	

3.2 UNPRICED BILL OF QUANTITY

Sl. No.	Description	Quantity	Make	Model
1	HSMs (DC) including accessories	2		
2	Digital Signature	1		
3	Document Signer Solution	1		

**ANNEXURES FOR PROCUREMENT OF
HARDWARE SECURITY MODULE (HSMD**

Date: _____ Signature of Authorised Signatory: _____



Place:

Name of the Authorised Signatory:

Designation :

Name of the Organisation:

Seal :

4. Annexure – IV Commercial Bid

Commercial Bid - cum- Price Break-up Format
(RFP No. HO: ITD: 2018-19:113 dated July 06, 2018)

[To be included in Commercial Bid Envelope]

Ref:

Date:

4.1. Price Bid

Sl. No.	Description	Quantity	Base Price INR(*)
1	HSMs (DC) including accessories – Hardware Price with 03 years OEM warranty	2 nos.	
2	Implementation Services (One Time)	-	
3	1 Digital Signature Class 3 Company Type	3 years validity	
4	Document Signer Solution	1 no.	
5	Additional professional service cost for any new application integration in future (other than SoW of this RFP) done through OEM on per day basis (for the purpose of calculation, Bidder should be taking 10 days)	10 days	
GROSS TOTAL (*)			

(*) Taxes Extra



Bidders are requested to note the following:

- Conditional commercial bids would be rejected.
- Masked commercial bids must be given with technical bid.
- All the details must be provided as per format, table wise summation to be calculated and updated, deviation from above format would enable the commercial bid to be rejected.
- All the rates must be quoted in INR. The cost should be **EXCLUSIVE** of all taxes.
- Detailed Specifications of all Hardware & Software components as above to be attached separately in the Technical Bid (**Annexure III – Technical Bid**), supported by Technical Literature/Product Catalogues/Brochures, etc. **This is Mandatory.**
- In case of discrepancy between unit price and total price, the unit price shall prevail.
- The price quote to be valid for a period of 06 months from the date of first Purchase order in case UIIC wishes to procure additional boxes / additional digital signatures.
- The above quantity is indicative .The Company reserves the right to revise the quantities at the time of placing the order.
- In case of discrepancy between figures and words, the amount in words shall prevail.
- Further, we declare that all the terms and conditions as per the Bid document were read by us and we are agreeable to all the terms and conditions.

Date:	Signature of Authorised Signatory
Place:	Name of the Authorised Signatory
	Designation
	Name of the Organisation
	Seal



5. Annexure - V Manufacturer Authorisation Format

Manufacturer Authorisation Format

(To be submitted on OEM's letter head)

[To be included in Eligibility Bid Envelope]

Ref:

Date:

To

The Deputy General Manager

I.T. Department, First Floor,

Regd. & Head Office 24,

Whites Road, **Chennai – 600 014**

Dear Sir,

Sub: Manufacturer Authorisation for

(RFP No. HO: ITD: 2018-19:113 dated July 06, 2018)

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.

**ANNEXURES FOR PROCUREMENT OF
HARDWARE SECURITY MODULE (HSM)**



We also undertake that in case the bidder is not able to implement the solution to the satisfaction of the Company as per the functional and technical specification of the bid, then we will be responsible to implement and maintain the solution(related to our product) till the time specified 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. This power of Attorney should be included by the bidder in his Eligibility bid.



6. Annexure – VI Undertaking of Authenticity

Undertaking of Authenticity

[to be signed by authority not lower than the Company Secretary of the Bidder]

[To be included in Eligibility Bid Envelope]

Ref:

Date:

To
The Deputy General Manager
I.T. Department, First Floor,
Regd. & Head Office 24,
Whites Road, Chennai – 600 014.
Dear Sir,

**Subject: Undertaking of Authenticity for
(RFP No. HO: ITD: 2018-19:113 dated July 06, 2018)**

With reference to the hardware items quoted to you vide our quotation No.:

_____ dated _____ in response to your tender no. **HO: ITD: 2018-19:113 dated July 06 ,2018**, we hereby undertake that all the components / parts / assembly / software used in these hardware items shall be original/ new from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts / assembly / software are being used or shall be used.

We also undertake that in respect of licensed operating system if asked for by you in the purchase order, the same shall be supplied along with the authorised license certificate [eg., product keys on certification of authenticity in case of Microsoft Windows operating system) and also that it shall be sourced from the authorised source (eg., authorised Microsoft channel in case of Microsoft operating system).

Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with above at the time of delivery or during installation for the IT hardware / software already billed, we agree to take back the same, if already supplied and return the money if any paid to us by you in this regard.

We (*Vendor name*) also take full responsibility of both parts & service SLA as per the content even if there is any defect by our authorised service centre / reseller / SI etc.

Date: Signature of Authorised Signatory:

Place: Name of the Authorised Signatory:

Designation :

Name of the Organisation:

Seal :

**ANNEXURES FOR PROCUREMENT OF
HARDWARE SECURITY MODULE (HSM)**



[To be sent by email – rfp.hsm@uic.co.in by 11.07.2018]

Ref:

Date:

Dear Sir,

Subject: Queries w.r.t. RFP No. HO: ITD: 2018-19:113 dated July 06, 2018

<u>S.No</u>	<u>Page#</u>	<u>Point / Section</u>	<u>Existing Clause</u>	<u>Query</u>
1.				
2.				
3.				
4.				
5.				
6.				
7.				

8. Annexure – VIII Power of Attorney

Power of Attorney

(To be executed on a non-judicial stamp paper of requisite value)

RFP No. HO: ITD: 2018-19:113 dated July 06, 2018

[To be included in Eligibility Bid Envelope]

Ref:

Date:

BY THIS POWER OF ATTORNEY executed on _____, 2018, We _____, a Company incorporated under the Companies Act, 1956, having its Registered Office at _____ (hereinafter referred to as “the Company”) doth hereby nominate, constitute and appoint **<Name>**, **<Employee no.>**, **<Designation>** of the Company, as its duly constituted Attorney, in the name and on behalf of the Company to do and execute any or all of the following acts, deeds, matters and things, namely :-

- Execute and submit on behalf of the Company a Proposal and other papers / documents with ‘United India Insurance Company Limited’ (“UIIC”) relating to ‘Request for proposal **No. HO: ITD: 2018-19:113 dated 06 July 2018** for Procurement of Hardware Security Module (HSM) and to attend meetings and hold discussions on behalf of the Company with UIIC in this regard.

THE COMPANY DOTH hereby agree to ratify and confirm all whatsoever the attorney shall lawfully do or cause to be done under or by virtue of these presents including anything done after revocation hereof but prior to actual or express notice thereof being received by the person or persons for the time being dealing with the attorney hereunder.

IN WITNESS WHEREOF, _____ has caused these presents to be executed by _____ on the day, month and year mentioned hereinabove.

For and on behalf of the Board of Directors of _____

WITNESS:

Signature of _____

Attested _____

9. Annexure –IX EMD /Bid Security Form(PROFORMA)

EMD / Bid Security Form

(Sample Format -TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER)

[To be included in Eligibility Bid Envelope]

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

Whereas..... (Hereinafter called “the Bidder”) has submitted its bid dated..... (Date of submission of bid) for the Hardware Security Module(hereinafter called “the Bid”), we..... (Name of company), having our registered office at..... (Address of bank) (Hereinafter called “the Bank”), are bound unto United India Insurance Co. Ltd (hereinafter called “the Purchaser”) in the sum ofRs.---- (Rupees – 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 21 days from the letter of acceptance.

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

This guarantee will remain in force up to and including forty five (45) days after the period of the bid validity, 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 exceedRs.-----

Tender Document	HO: ITD: 2018-19: 113	Page : 16 of 29
	Issued on: July 06, 2018	

**ANNEXURES FOR PROCUREMENT OF
HARDWARE SECURITY MODULE (HSM)**



2. This Bank guarantee will be valid up to..... (Date);
3. We are liable to pay the guarantee amount or any part thereof under this

Bank guarantee only upon service of a written claim or demand by you on or before
(Date).

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

(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 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 security.

10. Annexure –X Non-Disclosure Agreement(PROFORMA)

Non-Disclosure Agreement

(Sample Format – To be executed on a non-judicial stamped paper of requisite value)

This Agreement (“Agreement”) entered into on this ____ day of _____ 20____,

BY AND BETWEEN:

_____, a Company incorporated under the Companies Act, 1956, having its registered office at _____

_____ which expression shall, unless it be repugnant to the meaning and context thereof, include its successors, authorized agents, representatives and permitted assigns of the one part;

AND

United India Insurance Company Limited, having its registered office at 24, Whites Road, Chennai-600014, which expression shall, unless it be repugnant to the meaning and context thereof, include its successors, authorized agents, representatives and permitted assigns of the other part.

Hereafter referred to individually as a **“Party”** and collectively as the **“Parties”**.

For purposes of this Agreement, the party receiving Confidential Information (as defined herein below) shall be referred to as the **“Receiving Party”** and the party providing the Confidential Information shall be referred to as the **“Disclosing Party”**.

RECITALS

WHEREAS, _____ is *inter alia* engaged in the business of _____.

AND WHEREAS, _____ is *inter alia* engaged in the business, of _____ related activities.

AND WHEREAS the Disclosing Party and the Receiving Party are in the process of consultations, negotiations, discussions and execution for purpose as identified in Schedule A to this Agreement (“Purpose”).

To facilitate such consultations, discussions and execution, certain Confidential Information will be required to be shared by the Disclosing Party with the Receiving Party.

AND WHEREAS, The parties wish to protect any such Confidential Information in accordance from any unauthorized use or disclosure in accordance with the terms and conditions of this agreement (the "Agreement").

AND WHEREAS, the Receiving Party understands and agrees that all the Disclosing Party's materials are its valuable assets and are to be considered as its proprietary information and property.

AND WHEREAS, the Receiving Party will treat all confidential materials and information provided by Disclosing Party with the highest degree of care necessary to ensure that unauthorized disclosure does not occur and the Receiving Party will not use or disclose any materials or information provided by the Disclosing Party without its prior written approval.

NOW, THEREFORE, in consideration of the promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

Definition of "Confidential Information"

"Confidential Information" means any information disclosed to, received by, otherwise accessed by or coming to the knowledge of the Receiving Party to this Agreement, either orally or in writing, whether disclosed directly or indirectly that:

- by its character or nature or by the circumstances in which it is disclosed/received/accessed and/or it came to knowledge, such that a reasonable person under like circumstances would treat it as confidential; or
- is designated by the Disclosing Party as confidential information or identified in terms connoting its confidentiality; or
- the disclosing party considers confidential.

and includes but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing): discoveries; inventions; concepts; software in various stages of development; work in progress; designs; diagrams; drawings; flow charts; specifications; techniques; models; data; databases; source code; object code; documentation; methods; processes; policies; procedures; information related to processes, technologies or theory; know-how; marketing techniques and materials; marketing and development plans; customer names and other information related to customers; financial information;

Confidential Information shall include information disclosed to the Receiving Party by third parties on behalf of the Disclosing Party;

Information not categorised as “Confidential Information”

The obligations imposed under this Agreement on the Receiving Party shall not apply to information which:

- Receiving Party can demonstrate by prior existing records, was within Receiving Party's legitimate possession prior to the time of disclosure;
- was within the public domain prior to disclosure, or comes into the public domain through no wrongful act, fault, negligence or breach of this Agreement on the part of the Receiving Party;
- is independently developed by the Receiving Party without reference to or reliance upon any Confidential Information of the Disclosing Party;
- is or becomes lawfully available to Receiving Party on a non-confidential basis from an independent Third- party source (after diligent inquiry) who is free to divulge such information.

Restriction on Disclosure

Except as otherwise expressly permitted under this Agreement, The Receiving Party shall not:

- disclose, duplicate, copy, transmit or otherwise use or disseminate in any manner whatsoever any Confidential Information of the Disclosing Party;
- use the Confidential Information of the Disclosing Party (i) for Receiving Party's own benefit or that of any third party, (ii) to the Disclosing Party's detriment, or (iii) for any purpose other than for achieving the Purpose;
- commercially exploit any Confidential Information of the Disclosing Party;
- acquire any right in, or assert any lien against, the Confidential Information of the Disclosing Party; or
- refuse for any reason to promptly return all Confidential Information of the Disclosing Party if instructed to do so.

Permitted Disclosures

Receiving Party is permitted to:

Disclose relevant aspects of the Disclosing Party's Confidential Information to the Receiving Party's directors, officers, employees, consultants, attorneys and auditors, solely to the extent necessary for achieving the Purpose; provided, that

- before disclosing any Confidential Information of the Disclosing Party, all persons or entities receiving Confidential Information shall be bound by obligations of confidentiality towards the Disclosing Party no less restrictive than those of this Agreement.
- the Receiving Party shall do reasonably possible to preserve the confidentiality of the confidential information, including execution of a confidentiality agreement with the

persons or entities receiving Confidential Information to the satisfaction of the Disclosing party.

- all such Confidential Information shall be labeled as confidential.

Disclose relevant aspects of the Disclosing Party's Confidential Information if legally compelled or required to disclose any Confidential Information of the Disclosing Party in connection with any legal or regulatory proceedings. In such case, the Receiving Party will immediately notify the Disclosing Party so as to allow the Disclosing Party a reasonable opportunity to seek appropriate protective measures or other remedies prior to disclosure or waive compliance with the terms of this Agreement.

Disclose relevant aspects of the Disclosing Party's Confidential Information with the prior written consent of the Disclosing Party only.

Effects of Unauthorized Disclosure

The Receiving Party will be liable for the acts and omissions of, and any unauthorized disclosure or use of Confidential Information by, any person or entity that received Confidential Information from or through the Receiving Party.

Each Party acknowledges and agrees that the misappropriation or misuse of Confidential Information of the other Party will result in irreparable and continuing damage to the other Party, and in the event of breach of any obligation, the other Party shall be entitled to any legal as well as equitable relief, as appropriate, including but not limited to an injunction, in addition to any monetary relief in the form of indemnification.

The Receiving Party shall promptly report to the Disclosing Party any disclosures of Confidential Information otherwise than as permitted by this Agreement and any breaches in security that may affect the Disclosing Party or its Confidential Information of which it is aware and shall specify the corrective action to be taken.

Return of documents

Upon written demand by the Disclosing Party, the Receiving Party shall within 30 days thereof,

- Return to the Disclosing Party all Confidential Information supplied which the Receiving Party has in his possession or under his control;
- destroy or have destroyed all copies received or made of the Confidential Information; and
- promptly thereafter provide a certificate signed by an officer of the Receiving Party certifying compliance with the obligations point (a) and (b) above.

Term

This Agreement shall commence from the date set forth above and expire with the termination or expiration of the Service Agreement, unless earlier terminated in writing by both Parties.

The obligations on use and confidentiality under this Agreement shall survive and continue beyond any termination, cancellation or expiration of this Agreement.

Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of India. Any and all disputes arising out of or in connection with this Agreement shall be settled by the courts Chennai, India.

Miscellaneous

No failure or delay by the Disclosing party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise or enforcement of any other right, remedy or power.

This Agreement shall not be assignable or transferable by either Party without the written consent of the other Party.

This Agreement supersedes all prior discussions and writings with respect to the subject matter hereof, and constitutes the entire agreement between the Parties with respect to the subject hereof. No waiver or modification of this Agreement will be binding upon either Party unless made in writing and signed by a duly authorised representative of each Party and no failure or delay in enforcing any right will be deemed a waiver.

In the event that any of the provisions of this Agreement shall be held by a Court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives and to become effective as of the date first written above.

AGREED:

For and on behalf of

(M/s. XXXX)

For and on behalf of

M/s. United India Insurance Company
Ltd.,

Witnesses:

Witnesses:

11. Annexure – XI Installation Certificate

Installation Certificate

1.	Vendor Name	
2.	RFP No	RFP No. HO: ITD: 2018-19:113 dated July 06, 2018
3.	Purchase Order No and Date	
4.	Invoice No. and date	
5.	Description of equipment	
6.	Serial No's of equipment	
7.	Date of Delivery	
8.	Installation Date	
9.	Certificate	Hardware Security Module [as per ordered configuration] has been installed successfully.

Name of UIIC official : _____ Designation : _____

Signature : _____

Date : _____

Seal : _____

12. Annexure –XII Acceptance Certificate

Acceptance Certificate Format

1.	Vendor Name	
2.	RFP No	HO : ITD: 2018-19: 113 dated July 06, 2018
3.	Purchase Order No and Date	
4.	Invoice No. and date	
5.	Description of equipment	
6.	Serial No's of equipment	
7.	Date of Delivery	
8.	Installation Date	
9.	Certificate	Proposed Hardware Security Module has been installed, configured and integrated with existing LAN/WAN. Further, acceptance test has been performed as per the criteria defined in RFP and is found satisfactory.

Name of UIIC official : _____

Designation : _____

Signature : _____

Date : _____

Seal : _____

13. Annexure –XIII Performance Guarantee Format

(To be executed on a non-judicial stamp paper of requisite value)

BANK GUARANTEE

In consideration of the UNITED INDIA INSURANCE COMPANY LIMITED, having its Registered & Head Office at 24 Whites Road, Chennai – 600 014 (hereinafter call 'THE COMPANY') having agreed to exempt, _(Name of the Vendor and ADDRESS) (hereinafter call the 'the said supplier(s)) from the demand, under the terms and conditions of your letter dated_____and the Agreement dated_ made between UNITED INDIA INSURANCE COMPANY LIMITED and_(Vendor Name)_____ for supply of_____and render associated services (hereinafter called 'the said agreement') of security deposit for the due fulfillment by the said Supplier(s) of the terms and conditions contained in the said agreement, on the production of a Bank Guarantee for Rs._____(Rupees_____ only).

This Bank Guarantee shall be valid up to and including five years from

1. We,_____ (hereinafter referred to as 'the Bank') at the request of _____(Supplier(s)) do hereby undertake to pay to the company an amount not exceedingRs._____caused to or suffered by the Company by reason of any breach by the said Supplier(s) of any of the terms and conditions contained in the said agreement.
2. We,_____ (name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the company stating that the amounts claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reasons of breach by the said Supplier(s) of any of the terms and conditions contained in the said Agreement or by reasons of the supplier(s) failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs._____.
3. We,_____(Bank) undertake to pay to the Company any money so demanded not withstanding any dispute or dispute raised by the supplier(s) or/Supplier(s) in any suit or proceeding pending before any Court of Tribunal relating hereto our liability under this present being absolute and unequivocal.
4. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the supplier(s) or/supplier(s) shall have no claim against us for making such payment.
5. We,_____(name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be

Tender Document	HO: ITD: 2018-19: 113	Page : 25 of 29
	Issued on: July 06, 2018	



enforceable till all the due of the Company be under of/by virtue of the said Agreement have been fully paid and its claim satisfied or discharged by the said supplier(s) and accordingly discharges this guarantee. Unless a demand of claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from any liability under this guarantee thereafter.

6. We, _____ (name of the Bank) further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance of the said supplier(s) from time to time or to postpone for any time or from time to time any of the powers exercised by the company against the said supplier(s) and to forbear or enforce any of the terms and conditions relating to said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted by the said Company to the said supplier(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the supplier(s).
8. We _____ (name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the company in writing.

Dated the _____ day of _____ 2016.

For _____

(Name of the Bank)



14. Annexure – XV Statement of Deviations

[To be included in Technical Bid Envelope]

Ref:

Date:

To

The Deputy General Manager

I.T. Department, First Floor,

Regd. & Head Office 24,

Whites Road, **Chennai – 600 014**

Dear Sir,

**Subject: Undertaking of Statement of Deviations for
(RFP No. HO: ITD: 2018-19:113 dated July 06, 2018)**

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.

Date:

Signature of Authorised Signatory:

Place:

Name of the Authorised Signatory:

Designation :

Name of the Organisation:

Seal :

15. Annexure XVII – Undertaking for Non Blacklisting

[To be included in Eligibility Bid Envelope]

Date:

To
The Deputy General Manager
I.T. Department, First Floor,
Regd. & Head Office 24,
Whites Road, **Chennai – 600 014**
Dear Sir,

**Subject: Undertaking of Non Blacklisting for
(RFP No. HO: ITD: 2018-19:113 dated July 06, 2018)**

Dear Sir,

We have carefully gone through the Terms & Conditions contained in the RFP No.HO: ITD: 2018-19:105 **dated April 06, 2018** regarding “RFP FOR PROCUREMENT of Hardware Security Module”.

1. We do hereby undertake that we have not been blacklisted by Central / any State Government / PSU's for the deliverable services with regards to the solution as on the date of bid submission.
2. We also undertake that, we are not involved in any legal case that may affect the solvency / existence of our firm or in any other way that may affect capability to provide / continue the services to company.
3. I further certify that I am competent officer in my company to make this declaration that our bid and its terms & conditions is binding on us and persons claiming through us and that you are not bound to accept a bid you receive.

Thanking you,

Date: Signature of Authorised Signatory:

Place: Name of the Authorised Signatory:

Designation :

Name of the Organisation:

Seal :



END OF ANNEXURES