



UNITED INDIA INSURANCE COMPANY LIMITED

Information Technology Department
Regd. & Head Office 24, Whites Road, Chennai - 600 014

CORRIGENDUM Dated. 07.12.2020

This is further to our tender reference no. **000100/HO IT/RFP/194/2020-2021** dated **11.09.2020** for SUPPLY, INSTALLATION, AND MAINTENANCE OF HARDWARE AND SUPPLIED SOFTWARE AT DC, NDR, DR & CHN-HO all are advised to note following.

1. Bid Extension

#	RFP Reference	RFP Clause	Modified Clause
1	Clause: Section 1 - Bid Schedule and Process	<ul style="list-style-type: none">Last date for bid submission: 14-12-2020 (03:00 PM)	<ul style="list-style-type: none">Last date for bid submission: 18-12-2020 (03:00 PM)

2. Modified Clauses

#	RFP Reference	RFP Clause	Modified Clause
1.	Annexure 4: Statement of Nil Deviations	Statement of Nil Deviations	Please find revised Annexure 4
2.	Annexure 12: Pre-Integrity Pact	Pre-Integrity Pact	Please find revised Annexure 12
3.	Annexure 9 - Minimum Technical Specification	Hyper Converge Infra: SI 173	Solution to provide 1TB usable memory without considering HA & Other overheads required for HCI. Each node to be proposed with 32 / 64G LRDIMMs or higher
4.	Annexure -6 Eligibility Criteria Form	The proposed Processor for hyper converge environment should have been implemented in hyper converge environment in at-least one scheduled commercial bank / Insurance Company in India having at least 1500 branches in India	The proposed Processor family for hyper converge environment should have been implemented in hyper converge environment in at-least one scheduled commercial bank / Insurance Company in India having at least 1500 branches in India
5.	Annexure -6 Eligibility Criteria Form	Enterprise Management solution: The proposed Enterprise Management Solution should have been implemented in scheduled commercial bank(s)/insurance company(ies) in India and should have been implemented & live for at-least 1500 endpoints	Enterprise Management solution: The proposed Enterprise Management Solution should have been implemented in BFSI/Scheduled commercial bank(s)/Insurance company(ies) in India and should have been implemented & live for at-least 1500

#	RFP Reference	RFP Clause	Modified Clause
		covering both x86 & Unix Platform. (These 1500 endpoints are cumulative across one or more scheduled commercial bank/insurance company in India)	endpoints covering both x86 & Unix Platform. (These 1500 endpoints are cumulative across one or more scheduled commercial bank/insurance company in India)

Annexure 4: STATEMENT OF NIL DEVIATIONS

(To be submitted in the Bidder's letterhead)

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

Ref. 000100/HO IT/RFP/194/2020-2021

To

The Deputy General Manager
Information Technology Department
United India Insurance Co. Ltd.
Head Office NALANDA, # 19,4th Lane
Uthamar Gandhi Salai,
(Nungambakkam High Road)
Chennai – 600034

Re: Your RFP Ref. 000100/HO IT/RFP/194/2020-2021 – “Tender for Proposal (RFP) for SUPPLY, INSTALLATION, AND MAINTENANCE OF HARDWARE AND SUPPLIED SOFTWARE AT DC, NDR, DR & CHN-HO”

Dear Sir,

This is to confirm that we have submitted a no deviation bid and unconditionally accept all requirements, payment terms, integrity pact, SLAs, Scope and the terms and conditions as mentioned in the said RFP including all corrigendum/amendment floated by United India Insurance Co. Ltd. pertaining to Selection of System Integrator for Supply, Installation and maintenance of Hardware and supplied software at DC, DR, NDR & CHN-HO. Any assumption or exclusion submitted by us in the proposal which are contradictory to the RFP or subsequent corrigendum/amendment stands null and void.

Yours faithfully,

(Authorized Signatory of Bidder)

Date:

(Company Seal)

ANNEXURE 12 - PRE-INTEGRITY PACT (FORMAT)
(Bidders to submit 2 (two) copies of integrity pact in ₹ 100 stamp paper)
[To be included in 'Cover – A' Eligibility Bid Envelope]

Ref. 000100/HO IT/RFP/194/2020-2021 – “TENDER FOR PROPOSAL (RFP) FOR SUPPLY, INSTALLATION, AND MAINTENANCE OF HARDWARE AND SUPPLIED SOFTWARE AT DC, NDR, DR & CHN-HO”

Date:

1 General

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at _____ place _____ on _____ day of the month of _____, 2019 between United India Insurance Company Limited, having its Head Office at 24, Whites Road, Chennai – 600 014 (hereinafter called the “BUYER/UIIC”, which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part and M/s. _____ represented by Shri./Smt. _____, Chief Executive Officer (hereinafter called the “BIDDER/SELLER” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

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

NOW, THEREFORE,

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

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

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

2 Commitments of the BUYER

2.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

2.2 The BUYER will during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

2.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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

3 Commitments of BIDDERS

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

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any officials of the BUYER, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, or has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with contract and the details of services agree upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain or pass on the others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 if the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative to any of the officers of the BUYER or alternatively, if any relative of the officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. The term 'relative' for this purpose would be as defined in Section 2 (77) of the Companies Act, 2013.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4 Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5 Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount of ₹ 3,30,00,000/- (Rupees Three Crore and Thirty lakhs only) as Earnest Money/Security Deposit, with the BUYER through any of the following instrument.

- (i) in the form of electronic credit only to UIIC Bank Account.
- (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER immediately on demand without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- (iii) The Earnest Money/Security Deposit shall be valid for a period of 3 months OR the complete conclusion of the contractual obligation to the complete satisfaction of both the buyer and bidder, including the warranty period, whichever is later.
- (iv) In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provision of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the

BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

- (v) No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.
- (vi) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER immediately on demand without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

6 Sanctions for Violations

6.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:

- I. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue
- II. The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- III. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER
- IV. To recover all sums already paid by the BUYER, and in case of Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a bidder from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the bidder from the buyer in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- V. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER along with interest.
- VI. To cancel all or any other Contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER
- VII. To debar the BIDDER from participating in future bidding processes of the buyer or its associates or subsidiaries for minimum period of five years, which may be further extended at the discretion of the BUYER.
- VIII. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- IX. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with BIDDER, the same shall not be opened.
- X. Forfeiture of Performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

7 The decision of the BUYER to the effect that a breach of the provision of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

8 Fall Clause

8.1 The BIDDER undertakes that it shall not supply identical solution(s) in comparable business circumstances at a price lower than that offered in the present bid in respect of any other Public Sector Bank / Insurance Company in India and if it is found that within one year after the signing of contract that identical solution(s) is supplied by the BIDDER to any other Public Sector Bank / Insurance Company in India at a lower price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

9 Independent Monitors

9.1 The BUYER is in the process of appointing Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

9.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

9.3 The Monitors shall not be subject to instruction by the representatives of the parties and perform their functions neutrally and independently.

9.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

9.5 As soon as the Monitor notices or has reason to believe, a violation of the Pact, he will so inform the Authority designated by the BUYER

9.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documents. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality

9.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings

9.8 The Monitor will submit a written report to the designed Authority of the BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

10 Facilitation of Investigation

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

11 Law and Place of Jurisdiction

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

13 Other Legal Actions

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

14 Validity

14.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 3 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later in case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.

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

15 The parties hereby sign this integrity Pact, at _____ on _____

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

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

DEPUTY GENERAL MANAGER

CHIEF EXECUTIVE OFFICER

-
In the presence of:
Witnesses - 1:
Witnesses - 2:

In the presence of:
Witnesses - 1:
Witnesses - 2: