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# **REQUEST FOR PROPOSAL (RFP) FOR RENEWAL OF FORTINET LICENSE SUBSCRIPTION ALONG WITH OEM SUPPORT**

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000100/HO IT/RFP/450/2022-2023



## **UNITED INDIA INSURANCE CO. LTD**

HEAD OFFICE, INFORMATION TECHNOLOGY DEPARTMENT

# 19, 4th Lane, Nungambakkam High Road,  
Chennai – 600034

CIN : U93090TN1938GOI000108

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## Table of Contents

DEFINITION OF TERMS USED IN THIS DOCUMENT .....	3
1. BID SCHEDULE AND ADDRESS .....	4
2. INTRODUCTION.....	5
2.1 ABOUT UIIC.....	5
2.2 OBJECTIVE OF THIS RFP .....	5
2.3 DUE DILIGENCE .....	5
3. SCOPE OF WORK .....	6
4. INSTRUCTION TO BIDDERS .....	7
4.1 INSTRUCTIONS/GUIDELINES TO BIDDERS .....	7
4.2 ONLINE SUBMISSION .....	7
4.3 ONLINE DOCUMENTS TO BE SUBMITTED .....	7
4.4 TENDER OFFER.....	8
4.5 EMD .....	8
4.6 FORFEITURE OF EMD .....	9
4.7 REFUND OF EMD.....	9
4.8 THE COMPANY RESERVES THE RIGHT TO .....	9
4.9 REJECTION OF TENDERS .....	9
4.10 VALIDITY OF TENDERS .....	9
4.11 GENERAL TERMS .....	9
4.12 SECURITY DEPOSIT .....	10
5. PRICE.....	10
6. EVALUATION OF OFFERS.....	10
7. NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER.....	10
8. FORMAT AND SIGNING OF BID .....	10
9. PUBLICITY.....	11
10. ROYALTIES AND PATENTS.....	11
11. PURCHASER'S RIGHT TO VARY QUANTITIES / REPEAT ORDER.....	11
12. CHANGE / MODIFICATION IN LOCATIONS FOR DELIVERY/INSTALLATION/SUPPORT .....	11
13. LATE BIDS .....	12
14. INSPECTION AND TESTS .....	12
15. INDEMNIFICATION .....	12
16. LIQUIDATED DAMAGES DURING DELIVERY, INSTALLATION & WARRANTY.....	13
17. LIMITATION OF LIABILITY .....	13
18. INSOLVENCY.....	13
19. FORCE MAJEURE .....	14
20. DISPUTE RESOLUTION .....	14
21. WAIVER.....	14
22. TERMINATION .....	15
23. TERMINATION FOR CONVENIENCE.....	15



24. CONTRACT/AGREEMENT .....	15
25. PROJECT TIMELINES .....	15
26. WARRANTY & ON-SITE MAINTENANCE .....	16
27. PAYMENT TERMS.....	16
28. DELAY IN BIDDER'S PERFORMANCE.....	17
29. INSPECTION OF RECORDS .....	17
30. RIGHTS OF VISIT .....	18
31. INTEGRITY PACT .....	18
ANNEXURE 1- OFFER COVERING LETTER.....	19
ANNEXURE 2 – NO BLACKLIST DECLARATION .....	20
ANNEXURE 3- MANUFACTURERS AUTHORISATION FORM .....	21
ANNEXURE 4- STATEMENT OF NIL DEVIATIONS.....	22
ANNEXURE 5- BANK GUARANTEE FORMAT FOR EMD .....	23
ANNEXURE 6- ELIGIBILITY CRITERIA FORM- FOR BIDDERS.....	25
ANNEXURE 7- COMMERCIAL BID FORMAT [ALL AMOUNTS SHOULD BE IN INR].....	27
ANNEXURE 8- NDA (NON- DISCLOSURE AGREEMENT FORMAT).....	28
ANNEXURE 9- BID SUBMISSION CHECK LIST- FOR BIDDERS.....	33
ANNEXURE 10 – MINIMUM TECHNICAL SPECIFICATIONS- FOR BIDDERS.....	34
ANNEXURE 11 – DELIVERY LOCATIONS.....	35
ANNEXURE 12- PRE INTEGRITY PACT (FORMAT) .....	36



### DEFINITION OF TERMS USED IN THIS DOCUMENT

<b>Company/UIIC/purchaser</b>	United India Insurance Company Limited
<b>EMD</b>	Earnest Money Deposit
<b>BG</b>	Bank Guarantee
<b>Vendor</b>	Is a company, which participates in the tender and submits its proposal
<b>Products/equipment</b>	Fortinet License Subscription, which the Successful Bidder is required to SUPPLY, INSTALL AND TEST as per this tender
<b>Successful Bidder</b>	A company, which, after the complete evaluation process, gets the Letter of Acceptance
<b>Letter of Acceptance / LOA</b>	A signed letter by the Purchaser stating its intention to award the work mentioning the total Contract Value
<b>OEM</b>	Original Equipment Manufacturer
<b>SLA</b>	Service Level Agreement
<b>SI</b>	System Integrator
<b>NGFW</b>	Next Generation Firewall
<b>APT</b>	Advanced Persistent Threat
<b>IPS</b>	Intrusion Prevention System
<b>DC</b>	Data Center
<b>DR</b>	Disaster Recovery



## 1. BID SCHEDULE AND ADDRESS

S.No.	Description	
1.	Name of the Tender	RFP for renewal of Fortinet License Subscription along with OEM support
2.	Tender Reference Number	000100/HO IT/RFP/450/2022-2023
3.	Tender Release Date	22.10.2022
4.	Last date for bid submission	07.11.2022, 01:00 PM
5.	Eligibility-Technical Bid Opening (Stage 1)	07.11.2022. 03:00 PM
6.	Commercial Bid Opening (Stage 2)	Will be communicated to the bidders qualified in Stage 1
7.	Address for document submission	The Chief Manager Information Technology Department Head Office NALANDA # 19,4th Lane, Nungambakkam High Road, Chennai - 600034
8.	Tender Fee (Non-Refundable)	₹ 10,000/- (Rupees Ten Thousand only)
9.	EMD Fee	₹ 4,00,000/- (Rupees Four Lakh only)
10.	Email ID for communication	rfp.networks@uiic.co.in

**Note:**

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



## 2. INTRODUCTION

### 2.1 About UIIC

United India Insurance Company Limited (UIIC) is a leading public sector General Insurance Companies transacting General Insurance business in India with Head Office at Chennai, 30 Regional Offices, 7 Large Corporate and Brokers Cells and 1600+ Operating Offices geographically spread throughout India and has over 10000 employees. United India Insurance Company Limited, hereinafter called “UIIC” or “The Company”, which term or expression unless excluded by or repugnant to the context or the meaning thereof, shall be deemed to include its successors and permitted assigns, issues this bid document, hereinafter called Request for Proposal or RFP.

### 2.2 Objective of this RFP

The purpose of this Request for Proposal (hereafter referred to as “RFP”) is to define scope of work for renewing license subscription of Fortinet equipment at UIIC Data Center, Mumbai & Disaster Recovery site, Hyderabad, along with OEM support. This RFP contains details regarding scope, timeline, evaluation process, terms and conditions as well as other relevant details which bidder needs to factor while responding to this RFP.

The SI has to provide with the License subscription for Fortinet devices at DC and DR along with OEM support that would be necessary as per the defined requirements of this RFP and subsequent addendums/corrigendum if any. The SI has to ensure that the desired objective of UIIC’s infrastructure is fulfilled.

### 2.3 Due Diligence

The Bidders are expected to examine all instructions, terms and specifications stated in this RFP. The Bid shall be deemed to have been submitted after careful study and examination of this RFP document. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP document. Failure to furnish all information or submission of a bid not responsive to this RFP will be at the Bidders’ risk and may result in rejection of the bid. The decision of UIIC on rejection of bid shall be final. The Bidder shall bear all costs associated with the preparation and submission of the bid, including cost of presentation and demonstration for the purposes of clarification of the bid, if so desired by UIIC. UIIC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.



### 3. SCOPE OF WORK

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

- a. Support and subscription of Fortinet devices at DC and DR as per technical specifications given in technical bid along with necessary software, licenses, and necessary documentation etc.
- b. All latest stable hot fix should be applied on Fortinet devices.
- c. Confirm to SLA parameters and the penalties as mentioned in the RFP.
- d. Provide 24x7 OEM support for the existing Fortinet equipment and for software components as mentioned in the technical specification.
- e. Successful bidder to provide OEM support for migrating from policy based mode to profile based mode including the existing ACLs and other necessary configurations.
- f. Provide updates, upgrades/new version for the software components during the warranty and maintenance period and installation of the same in co-ordination with our existing NOC and SOC service provider
- g. All the software and licenses supplied as part of solution should be IPv6 ready from day one and should support all the protocols.
- h. On-site, comprehensive BACK-TO-BACK Warranty from OEM for a period of 2 years and 8 months (02.12.2022 to 01.08.2025).
- i. The warranty also includes all software subscriptions (critical hot fixes, service packs, and all upgrades/updates) of all existing components.
- j. The company may, during the currency of the warranty, shift the equipment to other location(s) within the Country. The bidder needs to ensure that the OEMs and bidders warranty and support is valid across India. Further, bidder undertakes to continue to provide warranty and support the goods at the new location at no additional cost to UIIC.
- k. Bidder will be informed about old and new location/office details as and when the company decides to shift the hardware due to operational requirements. Bidder will deploy resource(s) for decommissioning of respective equipment at old location and Commissioning of equipment at new location at no additional cost.
- l. The bidder should also provide support for un-mounting and mounting of Firewall and other components from the rack in the event of reallocation of racks or changes made at site based on company requirements.



## 4. INSTRUCTION TO BIDDERS

### 4.1 Instructions/Guidelines to Bidders

- a) The UNITED INDIA INSURANCE Co. Ltd. invites bids for renewal of Fortinet License Subscription along with OEM support for a period of 2 years and 8 months.
- b) Tender Bidding Methodology: Secured Bid System - 'Two Stage' - [Eligibility-Technical Bid & Commercial Bid].
- c) The bidding process is completely online. Vendors are requested to submit all documents online as detailed in this RFP. Vendors should submit hard copy if demanded or a clarification is sought in this regard.

### 4.2 Online Submission

- a) The vendors can access the documents in the UIIC e-tendering portal <https://uiic.enivida.com/>. Vendors can avail the service of the e-tendering service provider for registering themselves, accessing tender documents, and completing the tender submission formalities. The service provider will provide all necessary assistance to vendors for online bidding. Any queries relating to the process of online bid submission or queries relating to e-Nivida Portal, in general, may be directed to the 24x7 e-Nivida Helpdesk.
- b) The contact number for the helpdesk are: Gagan(8448288987/89/eprochelpdesk.01@gmail.com), Ambika(8448288988/94/eprochelpdesk.02@gmail.com), Retnajith (9355030607), Sanjeet (8882495599), Rahul Singh (8448288982), Amit (9355030624), Abhishek Kumar (9355030617), Tariq (9355030608)
- c) For further instructions regarding submission of bids online, the vendors shall visit the e-tender website <https://uiic.enivida.com/>.
- d) The relevant tender documents can be purchased/downloaded from the e-tendering site <https://uiic.enivida.com/> with the vendor's authorized user credentials.
- e) The vendors should mandatorily fill in all relevant details as per the requested form in the e-tendering portal in all two sections i.e., Eligibility-Technical Bid & Commercial Bid and all relevant scanned copies to be attached.
- f) Failure to submit any of the listed documents online will result in outright rejection of the vendor at the discretion of the company.

### 4.3 Online Documents to be submitted

The vendors should mandatorily attach below scanned copies of the following documents in the respective sections.

#### 4.3.1 Prequalification Documents (Online Submission - Scanned Documents):

1. Bid Submission Check List as per Annexure 9.
2. Tender Fee remittance details.
3. Offer Covering Letter as per Annexure 1.
4. No Blacklisting Declaration as per Annexure 2.
5. Letter of Authorisation / Manufacturer Authorisation by Power of Attorney of OEM as per Annexure 3.
6. Proof of Power of Attorney of the OEM.
7. Authorized signatory of the Vendor signing the Bid Documents should be empowered to do so. Proof in the form of letter signed by a Director or Company Secretary to be attached.
8. Statement of Nil Deviations as per Annexure 4.
9. Bank Guarantee format for EMD as per Annexure 5.
10. Eligibility Criteria Form as per Annexure 6. All supporting documents as detailed in Annexure 6.
11. NDA (Non-Disclosure Agreement Format) as per Annexure 8.
12. Pre Integrity Pact as per Annexure 12 in stamp paper.
13. Copy of this RFP duly signed and stamped as token of acceptance of all the terms and conditions of this tender.





14. Compliance Statement for the prescribed Technical specifications as per Annexure 10. Along with all supporting documents as detailed in Annexure 10.

#### 4.3.2 Financial Documents (Online Submission):

15. Commercial Bid as per Annexure 7.

#### 4.4 Tender Offer

- The tendering process is completely online. Vendors should ensure submission of all relevant documents, and completion of e-tendering process before the due date and time as mentioned in this RFP.
- Online tender submission gets disabled after tender submission due date and time.
- Vendors are advised to submit online documents well before the due date and time to avoid any unforeseen circumstances.
- Bids would be opened by the Committee constituted by the Company.
- A non-refundable tender document fee of Rs.10,000/- (Rupees Ten Thousand Only) shall be remitted through NEFT at least two days prior to the tender submission date to the below account:

Beneficiary Name	United India Insurance Company Ltd.
IFSC Code	INDB0000007
Account No	<b>200999095210 000100 RFP450</b> (without spaces)
Bank Details	Indusind Bank
Remarks	TENDER_FEE_RFP450<Depositor Name>

- The vendor shall provide commercial bid as per the format given in Annexure 7.
- EMD of ₹ 4,00,000/- (Rupees Four lakh only) in the form of Bank Guarantee / NEFT favouring UIIC shall be valid for six months.
- In case of EMD in the form of Bank Guarantee, the bidders shall adhere to the format enclosed along with this RFP. (REF. Annexure 5: Bank Guarantee Format)/Electronic Credit for EMD of ₹4,00,000/- (Rupees Four lakh only).
- Bank Guarantee shall be drawn in favour of “United India Insurance Company Limited” payable at Chennai.

#### 4.5 EMD

- In case of Electronic Credit, the E.M.D shall be credited to our Bank Account as given below:

Beneficiary Name	United India Insurance Company Ltd.
IFSC Code	INDB0000007
Account No	<b>200999095210 000100 RFP450</b> (without spaces)
Bank Details	Indusind Bank
Remarks	TENDER_EMD_RFP450<Depositor Name>

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



#### 4.6 FORFEITURE OF EMD

The EMD made by the bidder will be forfeited if:

- The bidder withdraws the tender after acceptance.
- The bidder withdraws the tender before the expiry of the validity period of the tender.
- The bidder violates any of the provisions of the terms and conditions of this tender specification.
- The successful bidder fails to furnish the required Performance Security within 07 days from the date of receipt of LOA (Letter of Acceptance).

#### 4.7 REFUND OF EMD

- EMD will be refunded to the successful bidder, only after completion of installation etc in all respects to the satisfaction of the Purchaser.
- In case of unsuccessful bidders, the EMD will be refunded to them at the earliest after expiry of the final bid validity and latest on or before the 30<sup>th</sup> day after the award of the contract.

#### 4.8 THE COMPANY RESERVES THE RIGHT TO

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

#### 4.9 REJECTION OF TENDERS

The tender is liable to be rejected interalia:

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

#### 4.10 VALIDITY OF TENDERS

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

#### 4.11 GENERAL TERMS

- The successful bidder shall sign the agreement within 07 days from the date of Letter of Acceptance (LOA) from UIIC.
- The agreement shall be in force for a period of 2 years and 8 months from the date of issue of Purchase Order and may be extended on mutually agreed terms.



- The offer containing erasures or alterations will not be considered. There shall be no handwritten material, corrections or alterations in the offer.
- Addendum/Amendments/Corrigendum, if any, will be communicated through website only. UIIC reserves the right to cancel the tender at any time without incurring any penalty or financial obligation to any bidder.
- UIIC reserves its right to carry out inspection of the proposed solution facility, if required. There shall not be any additional charges for such inspection.
- The bidder to note that splitting of order would not be applicable in this tender.

#### 4.12 SECURITY DEPOSIT

The successful bidder will have to furnish a security deposit to the tune of 3% of the total contract value in the form of a Bank Guarantee for a period of 2 years & 10 months obtained from a nationalised/scheduled bank for proper fulfilment of the contract.

#### 5. PRICE

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

#### 6. EVALUATION OF OFFERS

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

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

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

#### 8. FORMAT AND SIGNING OF BID

- Proposals submitted in response to this tender must be signed by (in all the pages) the Authorized signatory of the Bidder's organization as mentioned in the Power of Attorney or Letter of Authorization.
- The bid shall be in A4 size papers, numbered with index, highlighted with technical specification details, shall be signed by the Bidder or a person duly authorized to bind the Bidder to the Contract and neatly bind or filed accordingly.
- Any interlineations, erasures or overwriting may be considered invalid.



- Bids should be spirally bound or fastened securely before submission. Bids submitted in loose sheets may be rejected as non-compliant.
- Bidders responding to this tender must comply with the format requirements given in various annexure of the tender, bids submitted in any other format/type will be treated as non-compliant and may be rejected.
- ADDITIONAL INFORMATION: Include additional information which will be essential for better understanding of the proposal. This might include diagrams, excerpts from manuals, or other explanatory documentation, which would clarify and/or substantiate the bid. Any material included here should be specifically referenced elsewhere in the bid.
- GLOSSARY: Provide a glossary of all abbreviations, acronyms, and technical terms used to describe the services or products proposed. This glossary should be provided even if these terms are described or defined at their first use in the bid response.

## 9. 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 the vendor in writing.

## 10. 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.

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

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

The purchaser reserves the right to place order for additional items of bill of material, apart from the numbers / locations mentioned in this RFP. No additional cost whatsoever other than the cost contracted would be paid. In case of any change in tax rates, the taxes prevailing at the time of placing repeat order would be applicable.

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

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

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

The Warranty should be applicable to the altered locations also.



### 13. LATE BIDS

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

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

### 14. INSPECTION AND TESTS

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

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

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

### 15. INDEMNIFICATION

The Bidder shall, at its own expense, defend and indemnify UIIC against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (Bidder's) employees or agents, or by any other third party resulting from or by any gross negligence and/or wilful default by or on behalf of the Bidder and against any and all claims by employees, workmen, contractors, sub- contractors, suppliers, agent(s), employed, engaged, or otherwise working for the Bidder, in respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.

The Bidder shall indemnify, protect and save UIIC and hold UIIC harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly from a gross negligence and/or wilful default of the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, breach of any of the terms of this tender document or breach of any representation or warranty by the Bidder, use of the deliverables and or services provided by the Bidder, Infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project.



The Bidder shall further indemnify UIIC against any proven loss or damage to UIIC's premises or property, etc., due to the gross negligence and/or wilful default of the Bidder's employees or representatives to the extent it can be clearly established that such employees or representatives acted under the express direction of the Bidder.

The Bidder shall further indemnify UIIC against any proven loss or damage arising out of loss of data, claims of infringement of third party copyright, patents, or other intellectual property, and third-party claims on UIIC for malfunctioning of the equipment at all points of time, provided however:

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

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

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

If the bidder fails to deliver and install the Solution or to perform the services within the time period(s) specified in the contract, UIIC shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 0.5% of the contract price for the respective location for every week (seven days) or part thereof of delay, up to maximum deduction of 10% of the contract price for the respective location. Once the maximum is reached, UIIC may consider termination of the contract.

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

#### 17. LIMITATION OF LIABILITY

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

#### 18. INSOLVENCY

The Company may terminate the contract by giving written notice to the vendor without compensation, if the vendor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the company.



## 19. 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, pandemics 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.

## 20. 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.

## 21. 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.

## 22. 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 30 days from the date of notice.

## 23. TERMINATION FOR CONVENIENCE

UIIC may terminate the Contract, in whole or in part, at any time for its convenience by written notice of not less than 60 (Sixty) days. The notice of termination shall specify that termination is for the UIIC's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.

## 24. CONTRACT/AGREEMENT

The contract/agreement between the Vendor and the Purchaser will be signed in accordance with all the terms and conditions mentioned in this tender document and addendums/corrigendum.

The successful bidder has to furnish two copies of the contract/agreement in ₹100/- stamp paper, with all the above terms and conditions mentioned including the commercials. The draft of the contract/agreement will be shared to the successful bidder along with the LOA.

The successful bidder has to furnish the duly signed contract/agreement along with the security deposit/performance guarantee for UIIC's counter signature within 07 days from the receipt of LOA.

## 25. PROJECT TIMELINES

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

S.No.	Key Activities	Time Lines
1	Enabling & commissioning of Licenses	Maximum of 01 week from the date of Purchase Order.

### NOTE:

- UIIC, at its discretion, shall have the right to alter the project schedule based on the implementation plan. This will be communicated formally to the Bidder during the implementation, if a need arises.





- b. The Bidder is required to provide a detailed strategy to UIIC; the activities mentioned above are indicative but the timelines for delivery should be maintained.
  - c. Any delay in the above timelines may attract delivery penalties as stated below:
    - a. In the event of delay in key activities as mentioned above i.e. after the expiry of 01 week from the date of purchase order, the vendor shall be liable to pay a penalty, subject to a maximum of 1% (one percent) of the subscription and license cost.
      - i. 0.1% for the first week;
      - ii. 0.5% for the second week;
      - iii. 1% for the third week and above;
- For the purpose of this clause, part of the week is considered as a full week.
- d. After the delivery is made, if it is discovered that the licenses supplied are not according to our specification, such supply would be rejected at the supplier's cost.

## 26. WARRANTY & ON-SITE MAINTENANCE

The Vendor shall provide 2 years and 8 months comprehensive on-site warranty commencing from the date of delivery at the respective delivered locations of the Company as provided in the Purchase Order / Contract for Supply.

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

## 27. PAYMENT TERMS

- a. No advance payment shall be made in any case.
- b. All payments will be made to the Bidder in Indian Rupees only.
- c. The Bidder recognizes that all payments to the Bidder under this RFP and subsequent agreement are linked to and dependent on successful achievement and acceptance of deliverables / activities set out in the project plan and therefore any delay in achievement of such deliverables / activities shall automatically result in delay of such corresponding payment.
- d. Any objection / dispute to the amounts invoiced in the bill shall be raised by UIIC within reasonable time from the date of receipt of the invoice.
- e. All out of pocket expenses, travelling, boarding and lodging expenses for the entire term of this RFP and subsequent agreement is included in the amounts and the Bidder shall not be entitled to charge any additional costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc.
- f. The company also reserves the right to prescribe additional documents for release of payments and the bidder shall comply with the same.
- g. The bidder shall cover the entire scope of services mentioned and deliver all the 'deliverables' as mentioned under the scope of work.
- h. The SI must accept the payment terms proposed by UIIC. The financial bid submitted by the SI must be in conformity with the payment terms proposed by UIIC. Any deviation from the proposed payment terms would not be accepted. UIIC shall have the right to withhold any payment due to the SI, in case of delays or defaults on the part of the SI. Such withholding of payment shall not amount to a default on the part of UIIC.



S.No.	Activity	Payment to be released	Documents to be submitted by the bidder
1.	Enabling & commissioning of License	100% of total license cost.	Proof of License installation from OEM

## 28. DELAY IN BIDDER'S PERFORMANCE

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

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

## 29. INSPECTION OF RECORDS

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

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



### 30. RIGHTS OF VISIT

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

### 31. INTEGRITY PACT

To ensure transparency, equity, and competitiveness and in compliance with the CVC guidelines, this tender shall be covered under the Integrity Pact (IP) policy of UIIC. The pact essentially envisages an agreement between the prospective bidders/vendors and UIIC committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. The format of the agreement is enclosed in Annexure 12.

Signing of the IP with UIIC would be one of the preliminary qualification for further evaluation. In other words, entering into this pact would be one of the preliminary qualification for this tender and the pact shall be effective from the stage of invitation of bids till the complete execution of the contract. Any vendor/bidder not signed the document or refusing to sign shall be disqualified in the bidding process.

The Integrity Pact envisages a panel of Independent External Monitors (IEMs) to review independently and objectively, whether and to what extent parties have complied with their obligation under the pact. The IEM has the right to access to all the project documents.

Sri. A.Vijay Anand, IAS (Retd.) and Sri. Joginder Paul Sharma, IAS (Retd.) shall be acting as the IEM for this contract/Tender. However, UIIC at its sole discretion reserves the right to change/name another IEM, which shall be notified later.

#### Contact Details:

Sri. A.Vijay Anand, IAS (Retd.)	Sri. Joginder Paul Sharma, IAS (Retd.)
303, Salarpuria Paradis, Aggas Abbas Ali Road, Ulsoor, Bangalore 560 042	D-266, Sector-47, Noida, Uttar Pradesh 201 301



**Annexure 1 - Offer Covering Letter**  
(To be submitted in the Bidder's Letter Head)

Ref. No: 000100/HO IT/RFP/450/2022-2023

To

The Chief Manager  
Information Technology Department  
United India Insurance Company Limited  
Head Office, 19, 4th Lane, Nungambakkam High Road,  
Chennai - 600034

**Subject:** Offer for Tender Ref. No. 000100/HO IT/RFP/450/2022-2023 "Renewal of Fortinet License Subscription along with OEM support"

Dear Sir/Madam,

With reference to the above RFP, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer for providing said Licenses as detailed in your above referred RFP.

We confirm that the offer is in conformity with the terms and conditions as mentioned in the above-cited RFP and agree to all the terms and conditions of the RFP and subsequent amendments made, if any.

We also understand that the UIIC is not bound to accept the bid / offer either in part or in full and that the company has right to reject the bid / offer in full or in part or cancel the entire tendering process without assigning any reasons whatsoever.

We furnish hereunder the details of Demand Draft / Bank guarantee in lieu of document fee submitted towards RFP tender document amount.

Description	Amount in INR	NEFT DETAILS	Date of issue	UTR NO
Cost of Bid Document	10,000/-			

Authorized Signatory

Name and Designation

Office Seal

Place:

Date:



**Annexure 2 - No Blacklist Declaration**  
*(To be submitted in the Bidder's Letter Head)*

Ref. No: 000100/HO IT/RFP/450/2022-2023

To

The Chief Manager  
Information Technology Department  
United India Insurance Company Limited  
Head Office, 19, 4th Lane, Nungambakkam High Road,  
Chennai - 600034

Subject: Submission of No Blacklisting Self-Declaration for Tender Ref. No: 000100/HO IT/RFP/450/2022-2023 "Renewal of Fortinet License Subscription along with OEM support"

Dear Sir/Madam,

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

(Authorized Signatory of Bidder)

Date:  
(Company Seal)



**Annexure 3 - Manufacturers Authorisation Form**  
***(To be submitted on OEM's Letter Head)***

Ref. No: 000100/HO IT/RFP/450/2022-2023

To

The Chief Manager  
 Information Technology Department  
 United India Insurance Company Limited  
 Head Office, 19, 4th Lane, Nungambakkam High Road,  
 Chennai - 600034

Subject: Manufacturers Authorisation Form for "Renewal of Fortinet License Subscription along with OEM support"

Dear Sir/Madam,

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

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

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

- Such Products as UIIC may opt to purchase from the Supplier, provided, that this option shall not relieve the Supplier of any warranty obligations under the Contract; and
- In the event of termination of production of such Products:
  - i. advance notification to UIIC of the pending termination, in sufficient time to permit the UIIC to procure needed requirements; and
  - ii. Following such termination, furnishing at no cost to UIIC, the blueprints, design documents, operations manuals, standards and specifications of the Products, if requested.

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

<OEM Name>

<Authorised Signatory>

Name:

Designation:

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



**Annexure 4 - Statement of Nil Deviations**  
*(To be submitted in the Bidder's Letter Head)*

Ref. No: 000100/HO IT/RFP/450/2022-2023

To

The Chief Manager  
Information Technology Department  
United India Insurance Company Limited  
Head Office, 19, 4th Lane, Nungambakkam High Road,  
Chennai - 600034

Re: Your RFP Ref: 000100/HO IT/RFP/450/2022-2023 for "Renewal of Fortinet License Subscription along with OEM support"

Dear Sir,

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

Yours faithfully,

(Authorized Signatory of Bidder)

Date:  
(Company Seal)



### Annexure 5 - Bank Guarantee Format for EMD

To

The Chief Manager  
Information Technology Department  
United India Insurance Company Limited  
Head Office, 19, 4th Lane, Nungambakkam High Road,  
Chennai - 600034

Whereas..... (Hereinafter called "the Bidder") has submitted its bid dated..... (Date of submission of bid) for the "Renewal of Fortinet License Subscription along with OEM support" (hereinafter called "the Bid"), we..... (Name of Bank), having our registered office at..... (Address of bank) (Hereinafter called "the Bank"), are bound unto United India Insurance Co. Ltd (hereinafter called "the Purchaser") for the sum of ₹4,00,000/- (Rupees Four lakh 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 7 days from the letter of acceptance.

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

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

1. Our liability under this bid security shall not exceed ₹4,00,000/-
2. This Bank guarantee will be valid upto ..... (Date);
3. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before ..... (Date).

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

(Signature of the Bank)





**NOTE:**

1. Bidder should ensure that the seal and CODE No. of the authorized signatory is put by the bankers, before submission of the bank guarantee.
2. Bank guarantee issued by banks located in India shall be on a Non-Judicial Stamp Paper of appropriate value.
3. Bid security should be in INR only.
4. Presence of restrictive clauses in the Bid Security Form such as suit filed clause/ requiring the Purchaser to initiate action to enforce the claim etc., will render the Bid non- responsive.

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

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





### Annexure 6 - Eligibility Criteria Form - for Bidders

To

The Chief Manager  
Information Technology Department  
United India Insurance Company Limited  
Head Office, 19, 4th Lane, Nungambakkam High Road,  
Chennai - 600034

Ref: 000100/HO IT/RFP/450/2022-2023

S.No.	Particulars	
1	Registered Name & Address of The Bidder	
2	Location of Corporate Head Quarters	
3	Date & Country of Incorporation	
4	GSTIN and date of registration	
5	In the Location business since (year)	
6	Whether the bidder is an OEM / SI	
7	Address for Communication	
8	Contact Person-1 (Name, Designation, Phone, Email ID)	
9	Contact Person-2 (Name, Designation, Phone, Email ID)	

#### TURN OVER & NET PROFIT

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

S.No.	Eligibility Criteria	Documentary Proof Required	Yes/No	Remarks
a.	The bidder should be a registered company and should be in existence in India for more than 5 years as on 31.12.2021.	Copy of the Certificate of Incorporation issued by Registrar of Companies.		
b.	The Bidder should be engaged in the business of IT services / business (i.e. in the area of LB/Firewall/UTM) in India for at least three (3) years as on the date of this tender.	Copy of purchase order/work order showing implementation since last three years.		
c.	The bidder should be Original Equipment Manufacturer [OEM] or an authorized partner of OEM	MAF as per Annexure 3 for Authorized partner. Self-declaration if the bidder is an OEM		
d.	The bidder should have an average annual financial turnover of at least ₹25 Crore for the last three			



	financial years viz. 2019-20, 2020-21 and 2021-22.	Audited financial statements / Certificate from Auditor		
e.	The bidder should have made Net Profit after taxation in at least one year in the last three financial years viz. 2019-20, 2020-21 and 2021-22.			
f.	The bidder should not have been blacklisted/debarred by any Government Departments, Agencies or Public Sector Undertakings in India as on the date of submission of this tender.	As per annexure 2		
g.	The Bidder should have supplied and maintained Next Generation Firewall (from Fortinet) for at least five (5) customers in BFSI / PSU /Government sector in India during the last 3 years.	Purchase order copy OR client certificate should be attached as proof.		
h.	Proof of remittance of EMD	BG/NEFT Confirmation		
i.	Power of Attorney of the OEM			
j.	Tender Fee Confirmation	UTR No		
k.	Statement of Nil -deviations	As per Annexure - 4		

Signature :

Name :

Designation :

Date :

Company Seal



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

TABLE - A					
RENEWAL OF FORTINET LICENSE SUBSCRIPTION ALONG WITH OEM SUPPORT (CO-TERM TILL 01.08.2025)					
S.NO.	ITEM	MODEL	Quantity (a)	Unit Price (b)	TOTAL (c=axb)
1.	Fortigate Firewall License along with OEM support for software & hardware	FG - 1101E	2+2		
2.	FortiManager License along with OEM support	FM - VM	1+1		
3.	FortiAnalyzer License along with OEM support	FA - VM	1+1		
4.	FortiSandbox License along with OEM support for software & hardware	FSA - 1000F	2+2		
5.	FortiGuard IOC License for FortiAnalyzer (DC) along with OEM support	FA - VM	1		
6.	SOC License for FortiAnalyzer (DC) along with OEM support	FA - VM	1		
Grand Total (A) (1+2+3+4+5+6)					

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



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

(To be submitted in separate ₹100 stamp paper)

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

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

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

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

#### 1. DEFINITIONS

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



any Authority, Commission, pricing, service proposals, methods of operations, procedures, products and/ or services and business information of the Disclosing Party. The above definition of Confidential Information applies to both parties equally; however, in addition, without limitation, where the Disclosing Party is the UIIC, no information that is exempted from disclosure under section 8 or any other provision of Right to Information Act, 2005 shall at any time be disclosed by the Receiving Party to any third party.

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

## 2. COVENANT NOT TO DISCLOSE

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

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

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

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

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

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



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

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

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

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

### 3. RETURN OF THE MATERIALS

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

### 4. OWNERSHIP OF CONFIDENTIAL INFORMATION

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

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

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

### 5. REMEDIES FOR BREACH OF CONFIDENTIALITY

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



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

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

#### 6. TERM

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

#### 7. GOVERNING LAW & JURISDICTION

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

#### 8. ENTIRE AGREEMENT

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

#### 9. WAIVER

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

#### 10. SEVERABILITY

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

#### 11. NOTICES

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





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

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

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

CHIEF MANAGER

CHIEF EXECUTIVE OFFICER

In the presence of:

In the presence of:

Witnesses - 1:

Witnesses - 1:

Witnesses - 2:

Witnesses - 2:

United India Insurance Co. Ltd.



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

S.No.	Document	Attached (Yes/No)	Page No.
<b>Eligibility bid documents (online submission - scanned documents)</b>			
1.	Bid Submission Check List as per Annexure 9		
2.	Tender Fee Remittance Details (UTR and date)		
3.	Eligibility Criteria as per Annexure 6 (with supporting documents)		
4.	Offer Covering Letter as per Annexure 1		
5.	No Blacklist Declaration as per Annexure 2		
6.	Manufacturers Authorization Form as per Annexure 3		
7.	Proof of Power of Attorney of the OEM		
8.	Authorized signatory of the bidder signing the bid documents should be empowered to do so. Proof in the form of Letter signed by a Director or Company Secretary to be attached.		
9.	Statement of Nil Deviations as per Annexure 4		
10.	EMD Remittance Details or BG format for EMD as per Annexure 5		
11.	NDA as per Annexure 8		
12.	Pre Integrity Pact as per Annexure 12		
13.	Copy of this RFP duly signed and stamped as token of acceptance of all the terms and conditions of this tender		
14.	Minimum Technical Specifications - for bidders as per Annexure 10		
<b>Commercial bid documents (online submission - scanned documents)</b>			
1.	Commercial Bid as per Annexure 7		



### Annexure 10 - Minimum Technical Specifications - for bidders

Minimum technical specifications are as below:

Next Generation Firewall - External Perimeter Gateway for DC & DR		
	Minimum Specifications / Requirements	Compliance (Y/N)
<b>Support &amp; Maintenance</b>		
1	Manufacturer must include 2 years and 8 months of 24x7 hardware & software support, threat intelligence subscription and any other annual fee required as part of the bidder's solution.	
2	The OEM should provide 24x7 technical support through phone and Web for Support, Product Upgrades, Updates, Patches, Signatures and access to Technical Library and Product Documentation during the entire contract period with no additional cost to the UIIC.	
<b>Support &amp; Licensing</b>		
	Minimum Specifications / Requirements	Compliance (Y/N)
1	Enterprise Support 24x7 for minimum 2 years and 8 months from Manufacturer.	
2	License For Both Primary & HA Fortigate Firewall with next generation firewall security applications, including AMP service/AV service, IPS, Web & video filtering services, AS service, OS updates, Forticare premium support for minimum 2 years and 8 months.	
3	License For FortiSandBox including AMP service/AV service, IPS, Web & video filtering services, AS service, OS updates, Sandbox engine service, File query service, FortiGuard industrial security service, Forticare premium support for minimum 2 years and 8 months.	
4	License For FortiManager including OS updates, Forticare premium support for minimum 2 years and 8 months.	
5	License For FortiAnalyzer including OS updates, Forticare premium support for minimum 2 years and 8 months.	
6	FortiGuard Indicators of Compromise subscription license and FortiAnalyzer VM SOC subscription license should be provided for FortiAnalyzer (DC) for a minimum of 2 Years and 8 months	
7	License for any other hardware & software as part of the existing solution except FortiMail for minimum 2 years and 8 months.	
8	All Licensing should be per device and not user/IP based (should support unlimited users).	



### Annexure 11 - Delivery Locations

Below are the delivery locations:

#### **DC LOCATION:**

UNITED INDIA INSURANCE COMPANY LIMITED  
M/s. Sify Technologies Ltd - Airoli DC,  
Reliable Plaza, Plat No-K10, Kalwa Block,  
TTL Industrial Area, Thane,  
Mumbai-400 708

#### **DR LOCATION:**

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





### Annexure 12 - Pre Integrity Pact (Format)

*(Bidders to submit 2 (two) copies of integrity pact in ₹ 100 stamp paper)*

Ref: 000100/HO IT/RFP/450/2022-2023 “Tender for renewal of Fortinet License Subscription along with OEM support”

Date:

#### **1 General**

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at \_\_\_\_\_ place \_\_\_\_\_ on \_\_\_\_\_ day of the month of \_\_\_\_\_, 2021 between United India Insurance Company Limited, having its Head Office at 19,4<sup>th</sup> Lane, Nungambakkam High Road, Chennai - 600 034 (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 renewal of Fortinet License Subscription along with OEM support 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 Sanctions for Violations**

5.1 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.

5.2 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.

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

## 6 Fall Clause

6.1 The BIDDER undertakes that it has not supplied/is not supplying similar products /systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## 7 Independent Monitors

- 7.1 UIIC has appointed 2 IEMs (Independent Monitors hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.
- 7.2 The Integrity Pact envisages a panel of Independent External Monitors (IEMs) to review independently and objectively, whether and to what extent parties have complied with their obligation under the pact. The IEM has the right to access to all the project document.
- 7.3 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.
- 7.4 The Monitors shall not be subject to instruction by the representatives of the parties and perform their functions neutrally and independently.





- 7.5 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 7.6 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.
- 7.7 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.
- 7.8 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.
- 7.9 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.

## **8 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.

## **9 Law and Place of Jurisdiction**

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

## **10 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.

## **11 Validity**

- 11.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 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.
- 11.2 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.

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

\_\_\_\_\_



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

**CHIEF MANAGER**

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In the presence of:

Witnesses - 1:

Witnesses - 2:

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

**CHIEF EXECUTIVE OFFICER**

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In the presence of:

Witnesses - 1:

Witnesses - 2:

UIC



**END OF RFP**