



REQUEST FOR PROPOSAL (RFP) FOR SUPPORT OF CENTRALIZED DESKTOP MANAGEMENT SOLUTION

RFP No : 663 (000100/HO IT/RFP/663/2021-2022)



UNITED INDIA INSURANCE CO. LTD

INFORMATION TECHNOLOGY DEPARTMENT

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

CIN : U93090TN1938GOI000108

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Bidders are advised to study this tender document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.

The response to this tender should be full and complete in all respects. Incomplete or partial bids shall be rejected. The Bidder must quote for all the items asked for, in this tender.

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 UIICL. UIICL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

DEFINITION OF TERMS USED IN THIS DOCUMENT

Company/UIIC/purchaser	United India Insurance Company Limited
EMD	Earnest Money Deposit
PBG	Performance Bank Guarantee
Vendor/Bidder	Is a company, which participates in the tender and submits its proposal
Products/equipment	Materials, which the Successful Bidder is required to SUPPLY, INSTALL, TEST, COMMISSION AND MAINTAIN as per this tender
Successful Bidder	A company, which, after the complete evaluation process, gets the Letter of Acceptance
Letter of Acceptance / LOA	A signed letter by the Purchaser stating its intention to award the work mentioning the total Contract Value
OEM	Original Equipment Manufacturer
SLA	Service Level Agreement
SP	Service Provider
SI	System Integrator
DC	Data Center
DR	Disaster Recovery
RCA	Root Cause Analysis
AMC	Annual Maintenance Contract
ATS	Annual Technical Support
RFP	Request for Proposal
SOW	Scope of Work
T&C	Terms and Conditions
TCO	Total Cost of Ownership
AV	Antivirus
CDMS	Centralized Desktop Management Solution
DMS	Desktop Management Solution

CONTENTS

SECTION 1 - BID SCHEDULE AND ADDRESS	5
SECTION 2 – INTRODUCTION	6
2.1 ABOUT THE COMPANY	6
2.2 OBJECTIVE OF THIS RFP	6
2.3 DUE DILIGENCE	6
2.4 ELIGIBILITY CRITERIA FOR BIDDERS	6
SECTION 3 – SCOPE OF WORK (SOW)	7
3.1 SCOPE OF WORK:	7
3.1.1 GENERAL:	8
3.1.2 ANTIVIRUS (AV) SOLUTION:	8
3.1.3 DISTRIBUTION POINTS:	8
SECTION 4- FACILITY MANAGEMENT SERVICES:	9
4.1 FACILITY MANAGEMENT SERVICES:	9
4.2 FACILITY MANAGEMENT SERVICES- RESOURCES:	9
SECTION 5- SERVICE LEVEL AGREEMENT	10
5.1 SERVICE LEVEL AGREEMENT:	10
5.2 PENALTY TABLE:	10
SECTION 6 – INSTRUCTION TO BIDDERS:	11
6.1 INSTRUCTIONS/GUIDELINES TO BIDDERS:	11
6.2 ONLINE SUBMISSION	11
6.3 ONLINE DOCUMENTS TO BE SUBMITTED	11
6.4 TECHNICAL BID DOCUMENTS	12
6.5 COMMERCIAL BID DOCUMENTS:	12
SECTION 7 - TENDER DOCUMENT FEE:	12
7.1 TENDER FEE	12
7.2 THE COMPANY RESERVES THE RIGHT TO:	13
7.3 REJECTION OF TENDERS:	13
7.4 VALIDITY OF TENDERS:	13
7.5 GENERAL TERMS:	13
7.6 PERFORMANCE BANK GUARANTEE:	14
SECTION 8- PRICE:	14
SECTION 9- EVALUATION OF OFFERS:	14
SECTION 10- NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER	15
SECTION 11- FORMAT AND SIGNING OF BID:	15
SECTION 12- PUBLICITY:	15
SECTION 13- ROYALTIES AND PATENTS:	15
SECTION 14- PURCHASER'S RIGHT TO VARY QUANTITIES / REPEAT ORDER:	15
SECTION 15- CHANGE / MODIFICATION IN LOCATIONS FOR DELIVERY/INSTALLATION/ SUPPORT:	16
SECTION 16- INDEMNIFICATION:	16
SECTION 17- LIQUIDATED DAMAGES DURING DELIVERY, INSTALLATION & WARRANTY:	17
SECTION 18- LIMITATION OF LIABILITY:	17
SECTION 19- INSOLVENCY:	17
SECTION 20- FORCE MAJEURE:	17
SECTION 21- DISPUTE RESOLUTION:	18
SECTION 22- WAIVER:	19
SECTION 23- TERMINATION:	19
SECTION 24- INTEGRITY PACT:	19
SECTION 25- TERMINATION FOR CONVENIENCE:	20
SECTION 26- CONTRACT/AGREEMENT:	20
SECTION 27- AMC & ON-SITE MAINTENANCE:	20
SECTION 28- PAYMENT TERMS:	20
SECTION 29- DELAY IN BIDDER'S PERFORMANCE:	21
SECTION 30- INSPECTION OF RECORDS:	21
SECTION 31- RIGHTS OF VISIT:	22

ANNEXURE 1- NO BLACKLIST DECLARATION	23
ANNEXURE 2 - STATEMENT OF NIL DEVIATIONS.....	24
ANNEXURE 3 - ELIGIBILITY CRITERIA FORM	25
(To be submitted in the Bidder's letter head)	25
ANNEXURE 4 – PERFORMANCE BANK GUARANTEE FORMAT	27
ANNEXURE 5 – LIST OF ITEMS DUE FOR WARRANTY/LICENSE RENEWAL	29
ANNEXURE 6 - COMMERCIAL BID FORMAT [ALL AMOUNTS SHOULD BE IN INR]	30
[To be included in Cover 'C' - Commercial Bid]	Error! Bookmark not defined.
ANNEXURE 7 – PREBID QUERY FORMAT	31
(To be submitted in the Bidder's letterhead).....	31
ANNEXURE 8- PRE-CONTRACT INTEGRITY PACT (FORMAT).....	32
(Bidders to submit 2 (two) copies of integrity pact in ₹ 100 stamp paper)	32
[To be included in 'Cover – A' Eligibility Bid Envelope]	32
ANNEXURE 9 - LETTER OF AUTHORISATION / MANUFACTURER AUTHORIZATION FORM	37
ANNEXURE 10 - LOCATIONS	38
ANNEXURE 11 - BID SUBMISSION CHECK LIST – FOR BIDDERS	39

SECTION 1 - BID SCHEDULE AND ADDRESS

S.No.	Description	
1.	Name of the Tender	RFP for the Support of Centralized Desktop Management Solution
2.	Tender Reference Number	000100/HO IT/RFP/663/2021-2022 DATED: 16.02.2022
3.	Tender Release Date	09.03.2022
4.	Last Date for Pre-Bid queries	16.03.2022 <queries from bidders who paid tender fee will only be considered>
5.	Pre-bid Meeting (online)	17.03.2022 (03:00PM)
6.	Last date for bid submission	21.03.2022 (03:00PM)
7.	Bid Opening Date	21.03.2022 (03:30PM)
8.	Address for Communication	The bidding process is completely online. Bidders are requested to submit all documents online as detailed in this RFP. For further instructions regarding submission of bids online, the bidders shall visit the e-tender portal (https://uiic.enivida.com).
9.	Tender Fee (Non-Refundable)	₹ 5,000/- (Rupee Five Thousand only)
10.	Email ID for communication	rfp.infra@uiic.co.in

Note:

1. Bids will be opened online in the presence of the Bidders' representatives who choose to attend.
2. The bidding process is completely online. Bidders are requested to submit all documents online as detailed in this RFP.
3. For further instructions regarding submission of bids online, the bidders shall visit the e-tender portal (<https://uiic.enivida.com>).
4. Pre-bid meeting (online) invite will be send to bidders who paid tender fee. A confirmation mail on tender fee submission to be send to email id- rfp.infra@uiic.co.in.
5. 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.
6. The contact number for the helpdesk is 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)

SECTION 2 – INTRODUCTION

2.1 ABOUT THE COMPANY

United India Insurance Company Limited (UIIC) is a leading public sector General Insurance Company transacting General Insurance business in India with Head Office at Chennai, with 30 Regional Offices, 6 Large Corporate and Brokers Cells and 2000+ Operating Offices geographically spread throughout India. United India Insurance Company Limited, hereinafter called “UIIC” or “The Company”, which term or expression unless excluded by or repugnant to the context or the meaning thereof, shall be deemed to include its successors and permitted assigns, issues this bid document, hereinafter called Request for Proposal or RFP.

2.2 OBJECTIVE OF THIS RFP

The purpose of this Request for Proposal (hereafter referred to as “RFP”) is to define scope of work for the Support of Centralized Desktop Management Solution. This RFP contains details regarding scope, project timelines, evaluation process, terms and conditions as well as other relevant details which bidder needs to factor in while responding to this RFP.

The Vendor has to provide, manage and maintain all necessary infrastructure components, services and resources that would be necessary as per the defined requirements of this RFP and subsequent addendums/corrigendum if any. The SP has to ensure that the desired objective of UIIC’s proposal 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.

2.4 ELIGIBILITY CRITERIA FOR BIDDERS

S.No.	Eligibility Criteria for Bidders	Documentary Proof Required
a.	The Bidder should be a Registered Company in India under the ‘Companies Act’ and should be in existence in India for more than five (05) years as on date of RFP	Copy of the Certificate of Incorporation issued by Registrar of Companies.
b.	The bidder must be registered with Goods and Service Tax Authority. The bidder should have filed GST returns as per regulations	GST Certificate & GST Returns Copy
c.	The bidder should have an average annual financial turnover of at least ₹50 Crore for	Audited financial statements / Certificate from Auditor for the financial year 2018-19,

	the last three financial year's viz. 2018-19, 2019-20, and 2020-21.	2019-2020 & 2020-2021.s
e.	The bidder should have made Net Profit after taxation in at least one year in the last three financial years viz. 2018-19, 2019-20, and 2020-21.	Audited financial statements / Certificate from Auditor
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 the tender	As per Annexure 1
g.	The bidder should have experience in managing Centralized Desktop Management Solution in any two BFSI/PSU/Govt. organizations with at least 1000 end points in the last three years from date of this RFP.	Purchase order/agreement copy.
h.	The bidder should bid individually and not as a consortium.	Declaration duly signed on bidders letter head.
i.	The bidder should provide details of project office in Chennai.	Documentary proof to be submitted.
j.	The bidder must comply with procurement policy/Office Memorandum of Department of expenditure. The details can be referred in https://doe.gov.in/procurement-policy-divisions .	Self-declaration on the letter head to be submitted.

SECTION 3 – SCOPE OF WORK (SOW)

3.1 SCOPE OF WORK:

The objective of this RFP is to implement the entire solution as per scope outlined in this RFP. The Scope includes renewal of licenses detailed in this RFP with ATS support and managing the components involved in the Centralized Desktop Management Solution of UIIC. Centralized Desktop Management Solution contains two major components:

- Antivirus- Trend Micro Antivirus now called Apex One (OEM Trend Micro).
- Desktop Management Solution- Big Fix (OEM HCL Software Ltd., previously IBM)

UIIC has 13,000 licenses for the above two components. Broad Scope of work will include but not be restricted to the following. Successful bidder is expected to perform the activity as given below:

3.1.1 GENERAL:

- i. The Vendor shall be responsible for the maintenance & support of Client Management Solution, Antivirus, and Host Data Loss Prevention in our offices across the country (Location address will be shared with the successful bidder).
- ii. Periodic review from OEM (HCL and Trend Micro) on the implementation and progress of the solution with proper certification of compliance and best practises of the solution provided from the OEM after due analysis.
- iii. The support for maintenance of entire solution (Centralized Management Solution, Antivirus, and any other application software) should be available for a minimum period of 1 year.
- iv. Upgrade and update the software (Client management solution, Antivirus, Host Data Loss Prevention and all OS patches and Updates) as and when the upgrades and /or updates are released by OEMs at all end points across the country.
- v. Offline implementation of patches and updates for both (Trend Micro and OS patches) if the same is not possible on the online mode using existing bandwidth.
- vi. At all points of time the Vendor should integrate, coordinate and support with all our existing System Integrators (SI) involved in various projects of UIIC for smooth functioning.
- vii. Renewal of all the licenses as detailed in the Annexure 5.
- viii. Renewal of AMC contract with the OEMs (back to back) for the hardware components of the CDMS solutions as and when due for renewal.
- ix. The vendor should be performing DC & DR drill as per UIIC's requirement.
- x. Initiating OEM support under the back to back arrangement when necessitated by UIIC or the complexity of the problem.

3.1.2 ANTIVIRUS (AV) SOLUTION:

- i. The vendor should renew the existing license with the OEM with all existing add-on facility (DLP) with premium support from OEM as detailed in this RFP.
- ii. The Vendor should generate daily/weekly/monthly reports as required by UIIC. The Vendor should distribute Antivirus patches/updates/signatures on Daily basis to all end points. Wherever distribution of Antivirus patches/updates/signatures are not possible on online offline mode should be adopted.
- iii. The Vendor has to download all the latest patches/updates/signatures from the OEM servers to DC/DR servers with in a day.
- iv. The Vendor shall ensure the AV client installation on all end-points (servers, desktops, Laptops, and Mobile Devices) at all locations.
- v. The vendor shall work with all stakeholders to ensure AV is installed in all end points across the country and the patches are applied on a daily basis.
- vi. The vendor should monitor the updates and upgrades and should extend the support for troubleshooting.

3.1.3 DISTRIBUTION POINTS:

- i. The vendor has to configure and maintain the solution for all the UIIC endpoints.
- ii. UIIC has CDMS distribution points at all the regional Offices. The bidder has to support, configure and maintain all the Distribution point for CDMS at all these locations. The count of distribution points may increase/decrease in future.
- iii. Hardware maintenance of RO distribution points would be taken care by UIIC.

- iv. The vendor should suggest the Hardware Upgradation for the distribution point keeping in view the volume of patches and best practise of implementation.

SECTION 4- FACILITY MANAGEMENT SERVICES:

4.1 FACILITY MANAGEMENT SERVICES:

- i. The Vendor should depute **THREE** qualified dedicated manpower (FM support Engineer(s)) from contract start date at **UIIC Head Office** from 9:00 am to 6:00pm from Monday to Saturday, and should be available at HO premises at short notice as and when required. Shift based duty to be planned in case updates are not possible during working hours.
- ii. The FM resource(s) should be minimum graduate/diploma holder in engineering (IT/electronics/ Comp) having requisite certifications from the existing OEMs on Client Management Solution & Anti-Virus (AV) Solution.
- iii. The onsite helpdesk resources should be supported by qualified backend/remote support team of the bidder during working hours of onsite FMS.
- iv. In case the engineer goes on leave/absent, suitable replacements to be arranged immediately by the successful bidder to ensure that regular functioning of the offices does not hamper.
- v. FMS shall be responsible for following activities.
 - a) Providing a Single Point of Contact (SPOC) for assistance with IT services under scope.
 - b) Log IT related tickets (incidents, service requests, events) from users (received through phone, mail)
 - c) Provide remote support for end user at RO/OO.
 - d) Provide onsite support for end users at HO (The FMS engineer has to physically visit users in head office to resolve the problems).
 - e) Installation of CDMS solution on new/formatted PCs at HO.
 - f) Escalate issues pertaining to CDMS/AV solution.
 - g) Maintenance of SLA matrix, severity and categorization matrix.

4.2 FACILITY MANAGEMENT SERVICES- RESOURCES:

MAN POWER REQUIREMENT	
Level-1 Engineer	L1
HO - 9am to 6pm (6 days a week)	3

- ❖ *Minimum 3 Level-1 Engineer to be stationed in our Head Office between 9 AM and 6 PM 5 days on a regular week (Monday-Saturday). But if the patching activity demanding it to be taken up in night only then Shift basis rotation to be enabled for the stationed resources.*
- ❖ **L2/L3 Engineer Requirement:** UIIC reserves the right to demand the services of L2/ L3 Engineer on need basis for any escalated incidents if L1 Engineer is unable to resolve an incident in the agreed timeline. Bidder to provide the services of L2/L3 Engineer accordingly with no additional cost to UIIC.

SECTION 5- SERVICE LEVEL AGREEMENT

5.1 SERVICE LEVEL AGREEMENT:

- i. The Vendor shall guarantee a quarterly uptime of 99.5% for the existing Backend Infrastructure (hardware/software) from the date of commencement of the contract. (Any planned shutdown will not be considered for calculating SLA). The percentage of uptime is calculated on quarterly basis as follows:

$$\frac{\text{Total contracted minutes in a quarter} - \text{downtime during contracted minutes}}{\text{Total contracted minutes in a quarter}} * 100$$
- ii. The table below specifies support/maintenance matrix along with mean time to respond (MTTR1) and mean time to resolve (MTTR2).

S#	Services	MTTR1 (HH:MM)	MTTR2 (HH:MM)
1	Backend Infra at DC & DR (hardware/software/entire solution)	00:10	Should maintain 99.5%uptime
2	AV signature update for active desktops	*****	One day
3	Case logged to FMS from HO (For onsite support)	00:15	2 hour
4	Case logged to FMS from RO/OO (For remote support)	00:15	1 Working Day

Note:

- a) SLA window for line items 3, 4 will be 09:00AM to 6 PM.
- b) MTTR1 (Mean Time to Response):- Defined as time taken by the help desk to respond the concerned user over the service desk tool, phone/Email or in person and acknowledge the problem.
- c) MTTR2 (Mean Time to Resolve):- Defined as time taken to resolve a problem.

5.2 PENALTY TABLE:

In case the Vendor fails to meet the above SLA, penalty will be imposed as specified in the table below.

S#	Services	Up Time	Penalty
1	Backend Infra at DC & DR (hardware/software/entire solution)	99.5%	Rs.1, 000/-per Hour.
2	Case logged to FMS from HO (For onsite support)	Not resolved within 2 hours.	Rs.200/-per day/per case
3	Case logged to FMS from RO/OO (For remote support)	Not resolved within 1 working day.	Rs.200/-per day/per case

Note:

- i. The downtime will be calculated on quarterly basis.
- ii. The downtime calculated shall not include the following:
 - a) Any planned shutdown.
 - b) Failure or malfunction of any equipment or services not managed by the bidder.
 - c) Failure or malfunction of any equipment or services which is beyond the control of the bidder.

- d) Negligence or other conduct of UIIC or its agents, including a failure or malfunction resulting from applications or services provided by UIIC or its vendors. However, it is the responsibility/onus of the selected bidder to prove that the outage is attributable to UIIC. The selected bidder shall obtain the proof authenticated by the UIIC's official that the outage is attributable to the UIIC.
- e) The maximum penalty will be up to 10% of quarterly FMS and Infrastructure service charges.
- f) In case maximum penalty is imposed for more than two times in a year, UIIC may revise the SLA penalty cap to 20% of quarterly FMS and Infrastructure services charges and could take actions including termination of the contract.
- iii. Penalty for absence of vendor resource will be calculated on pro-rata basis.
- iv. Quarterly call log to be submitted from the vendor.

SECTION 6 – INSTRUCTION TO BIDDERS:

6.1 INSTRUCTIONS/GUIDELINES TO BIDDERS:

- i. Tender Bidding Methodology: 'Single Stage Online submission & Two stage online opening' [Technical Bid & Commercial Bid].
- ii. The bidding process is completely online. Bidders are requested to submit all documents online as detailed in this RFP. Bidders should submit hard copy if demanded or a clarification is sought in this regard.

6.2 ONLINE SUBMISSION

- a. The bidders can access the documents in the company e-tendering portal <https://uiic.enivida.com/>. Bidders can avail the service of the e-tendering vendor for registering themselves, accessing tender documents, and completing the tender submission formalities. The vendor will provide all necessary assistance to bidders for online bidding.
- b. For further instructions regarding submission of bids online, the bidders shall visit the e-tender portal (<https://uiic.enivida.com/>).
- c. The relevant tender documents can be purchased/downloaded from the e-tendering site with the bidders authorized user credentials.
- d. The bidders should mandatorily fill in all relevant details as per the requested form in the e-tendering portal in both sections i.e., Technical Bid & Commercial Bid and all relevant scanned copies to be attached.

6.3 ONLINE DOCUMENTS TO BE SUBMITTED

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

- Copy of this RFP duly signed and stamped as token of acceptance of all the terms and conditions of this tender.
- Proof of Power of Attorney of the OEM.
- 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

6.4 TECHNICAL BID DOCUMENTS

1. Tender Fee submission proof.
2. No Blacklisting Declaration as per **Annexure 1**.
3. Statement of Nil deviation as per **Annexure 2**.
4. Eligibility Criteria Declaration Form and supporting documents as detailed in **Annexure 3**.
5. Performance Bank Guarantee Format as per **Annexure 4**.
6. Manufacturers Authorization Form (MAF) should be submitted as per **Annexure 9**.
7. Bid Submission Check List as per **Annexure 11**.
8. Pre-Contract Integrity Pact as per **Annexure 8**.

6.5 COMMERCIAL BID DOCUMENTS:

9. Commercial Bid as per **Annexure 6** only. Commercial bid should not contain any terms and conditions.

SECTION 7 - TENDER DOCUMENT:

- a. The tender submission/evaluation process is completely online. Bidders should ensure submission of all relevant documents, and completion of e-tendering process before the due date as mentioned in this RFP.
- b. Online tender submission gets disabled after tender submission due date and time.
- c. Bidders are advised to submit online documents well before the due date to avoid any unforeseen circumstances.
- d. Bids would be opened by the Committee constituted by UIIC and Hardcopies to be submitted simultaneously.

7.1 TENDER FEE

- a) The successful bidders shall submit Performance Bank Guarantee to the tune of 3% of the total contract value for a period of one year and three months (**REF. Annexure 4 : Performance Bank Guarantee Format**)
- b) Performance Bank Guarantee shall be drawn in favour of “**United India Insurance Company Limited**” payable at Chennai.
- c) A non-refundable tender document fee of ₹5,000/- (Rupees Five Thousand Only) shall be remitted through NEFT preferably two days prior to the tender submission date to the below account:

a) Beneficiary Name	United India Insurance Company Ltd.
b) IFSC Code	INDB0000007
c) Account No	200999095210000100ITSSLTender
d) Bank Details	Indusland Bank
e) Remarks	TENDER_FEE_CDMS<Depositor Name>

- d) Bidders to note that any pre-bid queries raised would be considered only if the tender document fee is paid before the pre-bid meeting timeline.
- e) The above account details shall be used for remitting the non-refundable tender document fee as well.

7.2 THE COMPANY RESERVES THE RIGHT TO:

- i. Accept / Reject any of the Tenders.
- ii. Revise the quantities at the time of placing the order.
- iii. Add, Modify, Relax or waive any of the conditions stipulated in the tender specification wherever deemed necessary.
- iv. Reject any or all the tenders without assigning any reason thereof.
- v. Seek clarifications from the prospective bidders for the purpose of finalizing the tender.

7.3 REJECTION OF TENDERS:

The tender is liable to be rejected inter-alia:

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

7.4 VALIDITY OF TENDERS:

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

7.5 GENERAL TERMS of TENDER:

- i. The successful bidder shall sign the agreement within 15 days from the date of Letter of Acceptance (LOA) from UIIC.
- ii. The agreement shall be in force for a period of 1 (ONE) year from 01.04.2022-31.03.2023 and may be extended for a further period of one year on the same rates, terms & conditions with mutual consent.
- iii. The offer containing erasures or alterations will not be considered. There shall be no handwritten material, corrections or alterations in the offer.
- iv. 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.

- v. UIIC is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by **The Ministry of MSME, GOI**. The policy details are available on the website www.dcmsme.gov.in
- vi. These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs).
- vii. Agencies/ Bidders desirous of availing exemptions/ preference under above provisions should submit a copy of proof of Registration as MSEs/ and ownership of the same by SC/ST along with the tender/RFP.
- viii. The bidder to note that splitting of order would not be applicable in this tender.

7.6 PERFORMANCE BANK GUARANTEE:

The successful bidder has to furnish a Performance Bank Guarantee to the tune of 3% of the total contract value for a period of ONE YEAR AND THREE MONTHS obtained from a nationalised/scheduled bank for proper fulfilment of the contract. The security deposit along with two copies of agreement to be submitted within 15 days from the date of issue of Letter of Acceptance (LOA).

SECTION 8- PRICE:

- i. The bidders should quote only the base price. All applicable taxes will be paid as actuals.
- ii. The price shall be all inclusive of labour cost, packing, forwarding, freight, transit insurance, Excise duty, road permit charges, other duties, if any, including state levy, delivery, installation, commissioning and testing charges.
- iii. 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.
- iv. All the items should be quoted in INR (Indian Rupees) only.

SECTION 9- 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.

SECTION 10- NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER

- i. 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.
- ii. 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.

SECTION 11- FORMAT AND SIGNING OF BID:

- i. Proposals submitted in response to this tender must be digitally signed by (in all the pages) the Authorized signatory of the Bidder's organization.
- ii. 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.
- iii. Any interlineations, erasures or overwriting may be considered invalid.
- iv. 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.
- v. 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.

SECTION 12- 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.

SECTION 13- 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.

SECTION 14- 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.

SECTION 15- 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.

SECTION 16- INDEMNIFICATION:

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

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

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

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

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

SECTION 17- LIQUIDATED DAMAGES DURING DELIVERY, INSTALLATION & WARRANTY:

The liquidated damage is an estimate of the loss or damage that UIIC may have suffered due to non-performance of any of the obligations (under the terms and conditions) or delay in performance during the contract relating to activities agreed to be undertaken by the Bidder. If the bidder fails to deliver and install the Solution or to perform the services within the time period(s) specified in the contract, UIIC shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, as per the penalty table. 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.

SECTION 18- LIMITATION OF LIABILITY:

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

SECTION 19- INSOLVENCY:

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

SECTION 20- FORCE MAJEURE:

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

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

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

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

SECTION 21- DISPUTE RESOLUTION:

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

All settlement of disputes or differences whatsoever, arising between the parties out of or in connection to the construction, meaning and operation or effect of this Offer or in the discharge of any obligation arising under this Offer (whether during the course of execution of the order or after completion and whether before or after termination, abandonment or breach of the Agreement) shall be resolved amicably between UIIC and the vendor's representative.

In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then the same shall be resolved as follows:

"Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties."

The venue of the arbitration shall be Chennai.

The language of arbitration shall be English.

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

Work under the contract shall be continued by the vendor during the arbitration proceedings unless otherwise directed in writing by UIIC unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the contract, no payment due, or payable by UIIC, to the vendor

shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.

SECTION 22- WAIVER:

No failure or delay on the part of any of party relating to the exercise of any right power privilege or remedy provided under 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.

SECTION 23- TERMINATION:

UIIC shall be entitled to terminate the agreement/purchase order with the Bidder at any time giving 60(sixty) 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 (Thirty) days from the date of notice.

SECTION 24- 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 vendors/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 10-Pre-Contract Integrity Pact.

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/vendor 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 document, 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 latter

Sri. A.Vijay Anand, IAS (Retd.)	Sri. Joginder Paul Sharma, IAS (Retd.)
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303, Salarpuria Paradis,
Aggas Abbas Ali Road, Ulsoor,
Bangalore 560 042

D-266, Sector-47,
Noida,
Uttar Pradesh 201 30

SECTION 25- TERMINATION FOR CONVENIENCE:

UIC 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 UIC's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective. In case of termination for convenience, UIC shall pay for the services rendered by bidder till date of termination.

SECTION 26- 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 UIC's counter signature within 15 days from the receipt of LOA.

SECTION 27- ANNUAL MAINTENANCE CONTRACT (AMC) & ON-SITE MAINTENANCE:

UIC has AMC for the existing hardware equipment's of the CDMS with numerous vendors. In case if any support arises the Bidder in coordination with the existing vendors should provide onsite support free of charges.

SECTION 28- PAYMENT TERMS:

- i. All payments will be made to the bidder in Indian Rupees only.
- ii. License Subscription/renewal charges shall be paid upon submission of relevant proofs.
- iii. Manpower/ FMS charges shall be paid quarterly in arrears after applying penalties if any.
- iv. The bidder should submit the Invoice along with the Quarterly Call Logs.
- v. 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 RFP and therefore any delay in achievement of such deliverables / activities shall automatically result in delay of such corresponding payment.

- vi. 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.
- vii. 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.
- viii. The company also reserves the right to prescribe additional documents for release of payments and the bidder shall comply with the same.
- ix. The bidder shall cover the entire scope of services mentioned and deliver all the 'deliverables' as mentioned under the scope of work.
- x. The Vendor must accept the payment terms proposed by UIIC. The financial bid submitted by the Vendor 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 Vendor, in case of delays or defaults on the part of the Vendor. 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 vendor
1.	Software/Licenses Subscription/renewal charges.	100% on submission of relevant documents.	Confirmation letter/mail from OEM on the renewal/validity of the licenses, and application of latest version of software.
2.	Manpower/FMS Charges.	Quarterly in arrears	Quarterly call reports, Hardware uptime report, Onsite resource attendance report.

SECTION 29- DELAY IN BIDDER'S PERFORMANCE:

Any delay by the bidder in the performance of action relating to maintenance obligations shall render the bidder liable to any or all of the following sanctions:

- Forfeiture of performance bank guarantee,
- Imposition of liquidated damages,
- Termination of the contract for default.

SECTION 30- 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.

SECTION 31- 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.

ANNEXURE 1- NO BLACKLIST DECLARATION

(To be submitted in the Bidder's letterhead)

Ref. No: 000100/HO IT/RFP/663/2021-2022

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/663/2021-2022- “REQUEST FOR PROPOSAL(RFP) for the Support of Centralized Desktop Management Solution”

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 “REQUEST FOR PROPOSAL (RFP) for the support of Centralized Desktop Management Solution”.

(Authorized Signatory of Bidder)

Date:

(Company Seal)

ANNEXURE 2 - STATEMENT OF NIL DEVIATIONS

(To be submitted in the Bidder's letterhead)

Ref. No: 000100/HO IT/RFP/663/2021-2022

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/663/2021-2022- “REQUEST FOR PROPOSAL (RFP) for the Support of Centralized Desktop Management Solution”

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 3 - ELIGIBILITY CRITERIA FORM
(To be submitted in the Bidder's letter head)

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

Ref. 000100/HO IT/RFP/663/2021-2022

ELIGIBILITY CRITERIA FOR BIDDERS

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)	
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
2018-2019		
2019-2020		
2020-2021		

S.No.	Eligibility Criteria for Bidders	Documentary Proof Required
a.	The Bidder should be a Registered Company in India under the 'Companies Act' and should be in existence in India for more than five (05) years as on date of RFP.	Copy of the Certificate of Incorporation issued by Registrar of Companies.
b.	The bidder must be registered with Goods and Service Tax Authority. The bidder should have filed GST returns as per regulations.	GST Certificate & GST Returns Copy
c.	The bidder should have an average annual	Audited financial statements / Certificate

	financial turnover of at least ₹50 Crore for the last three financial year's viz. 2018-19, 2019-20, and 2020-21.	from Auditor for the financial year 2018-19, 2019-2020 & 2020-2021.
e.	The bidder should have made Net Profit after taxation in at least one year in the last three financial years viz. 2018-19, 2019-20, and 2020-21.	Audited financial statements / Certificate from Auditor
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 the tender	As per Annexure 1
g.	The bidder should have experience in managing Centralized Desktop Management Solution in any two BFSI/PSU/Govt. organizations with at least 1000 end points in the last three years from date of this RFP.	Purchase order/agreement copy.
h.	The bidder should bid individually and not as a consortium.	Declaration duly signed on bidders letter head.
i.	The bidder should provide details of project office in Chennai.	Documentary proof to be submitted.
j.	The bidder must comply with procurement policy/Office Memorandum of Department of expenditure. The details can be referred in https://doe.gov.in/procurement-policy-divisions .	Self-declaration on the letter head to be submitted.

ANNEXURE 4 – PERFORMANCE BANK GUARANTEE FORMAT

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

Whereas..... (Hereinafter called “the Bidder”) has submitted its bid dated.....
(Date of submission of bid) for the “Support of Centralized Desktop Management Solution”(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 ₹ XXXX/- (Amount submitted by the successful bidder in rupees) 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 15(Fifteen) 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 **15 months** from the start of the agreement, 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 3% of the total contract value.
2. This Bank guarantee will be valid up to one year and three months ... (Date);
3. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before ... (Date).

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

(Signature of the Bank)

NOTE:

1. Bidder should ensure that the seal and CODE No. of the authorized signatory is put by the bankers, before submission of the bank guarantee.
2. Bank guarantee issued by banks located in India shall be on a Non-Judicial Stamp Paper of appropriate value.
3. Bank Guarantee should be in INR only.



ANNEXURE 5 – LIST OF ITEMS DUE FOR WARRANTY/LICENSE RENEWAL

Sno.	ITEM DETAILS	Qty		Warranty/License validity	Part Nos.
		DC	DR		
1	Trend Micro Licenses				TM-L-A000054729
1.1	Enterprise Security for Endpoints - Advanced (Apex One on-premise-12 months Subscription)	13000		31-03-2022	ENOVE14402J12
1.2	Host Data Loss Prevention subscription (iDLP)	13000		31-03-2022	DLDLM14400312
1.3	Premium Support Program(PSP)-12 Months Subscription	1		31-03-2022	PSBBZ12502012
2	IBM - Client Management System Licenses				
2.2	IBM BigFix Lifecycle Client Device Annual SW Subscription & Support Renewal	13000		31-03-2022	E0BDDLL
2.3	IBM BigFix Inventory Client Device Annual SW Subscription & Support Renewal	13000		31-03-2022	E0BDFLL

ANNEXURE 6 - COMMERCIAL BID FORMAT [ALL AMOUNTS SHOULD BE IN INR]

Sno.	ITEM DETAILS	Part Nos.	ATS/AMC CHARGES (Rs.)	Qty	Total Price (Rs.) (Excluding Taxes)
1	Trend Micro Licenses				
1.1	Enterprise Security for Endpoints (Apex One Antivirus Subscription)	ENOVE14402J12		13000	
1.2	Host Data Loss Prevention subscription (iDLP)	DLDLM14400312		13000	
1.3	Premium Support P (PSP)	PSBBZ12502012			
2	IBM - Client Management System Licenses				
2.2	IBM BigFix Lifecycle Client Device Annual SW Subscription & Support Renewal	EOBDDLL		13000	
2.3	IBM BigFix Inventory Client Device Annual SW Subscription & Support Renewal	EOBDFLL		13000	
3	HO Onsite Support (9am to 6pm 6 days in a week) or on shift basis	L1		3	
	GRAND TOTAL				

ANNEXURE 7 – PREBID QUERY FORMAT
(To be submitted in the Bidder's letterhead)

Ref. 000100/HO IT/RFP/663/2021-2022

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: Queries w.r.t. your RFP Ref. 000100/HO IT/RFP/663/2021-2022- “REQUEST FOR PROPOSAL(RFP) for the Support of Centralized Desktop Management Solution”

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

Note: All the Pre-Bid Queries has to be send to rfp.infra@uiic.co.in

ANNEXURE 8- PRE-CONTRACT 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/663/2021-2022– “TENDER FOR REQUEST FOR PROPOSAL (RFP) FOR SUPPORT OF CENTRALIZED DESKTOP MANAGEMENT SOLUTION”

Date:

1 General

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at _____ place _____ on _____ day of the month of _____, 2022 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 disfavor 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 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.

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, 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 latter.

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 30

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 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

7.7 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 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.

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

DEPUTY GENERAL MANAGER

In the presence of:

Witnesses - 1:

Witnesses - 2:

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

CHIEF EXECUTIVE OFFICER

In the presence of:

Witnesses - 1:

Witnesses - 2:

ANNEXURE 9 - LETTER OF AUTHORISATION / MANUFACTURER AUTHORIZATION FORM

(To be submitted in the OEM's letter head)

Ref. No:

To

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

RFP No.:

RFP Date:

Subject: Offer for RFP Ref. No. UIIC: HO: IT: 2021-22: RFP: 663 "RFP for Support of Centralized Desktop Management Solution"

Dear Sir/Madam,

This is to confirm that M/s. _____ (name of the company with address) is authorized by (OEM NAME) to participate in the tender published on 03.03.2022(Tender No.()) RFP for the support of Centralized Desktop Management Solution) on our behalf for (Components Name).

We hereby provide our standard warranty/support as per our EULA/standard policies for the (OEM Name) goods and services offered by the above firm.

Yours faithfully,

Authorized Signatory

Name and Designation

Office Seal

Place:

Date:

Note: The authorized signatory should be the holder of The Power of Attorney of the OEM. The proof of Power of Attorney to be attached.

ANNEXURE 10 - LOCATIONS**HEAD OFFICE LOCATION:**

UNITED INDIA INSURANCE COMPANY LIMITED
NALANDA
19,4th Lane
Uthamar Gandhi Salai
(Nungambakkam High Road)
Chennai – 600034

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.

The list of remaining end point locations will be shared with the successful bidder.

ANNEXURE 11 - BID SUBMISSION CHECK LIST – FOR BIDDERS

S/No.	Document	Attached (Yes/No)	Page
Technical Bid Documents			
1	Tender Fee remittance details.		
2	No Blacklisting Declaration as per Annexure 1.		
3	Statement of Nil deviation as per Annexure 2.		
4	Eligibility Criteria Declaration Form and supporting documents as detailed in Annexure 3 .		
5	Performance Bank Guarantee as per Annexure 4.		
6	Proof of different OEMs authorizing the bidder to bid for the renewal of license.		
7	Bid Submission Check List as per Annexure 11		
8	Manufacturers Authorization Form as per Annexure 9		
9	Pre-Contract Integrity Pact as per Annexure 8		
10	2 Nos of Purchase Order (PO) with at least 1000 endpoints.		
Commercial Bid:			
1	Commercial Bid as per Annexure 6		

END OF RFP