Corrigendum-1

ANNEXURE-1

			TENDER REF NO: IT/NW/SDWAN/2025	
SN	**RFP PAGE NO.**	**RFP REFERENCE NO.**	**EXISTING CLAUSE**	**REVISED CLAUSE**
1	15	Point no. 14.1	The successful bidder shall manage SD-WAN related issues of all NIA offices spread across India by appointing resources 24X7 at Head Office, NIA. During (9.00 AM to 6.00 PM) with a minimum of 4 (one L3, one L2 and three L1) resources must be available onsite.	The successful bidder shall manage SD-WAN related issues of all NIA offices spread across India by appointing resources 24X7 at Head Office, NIA. During (9.00 AM to 6.00 PM) with a minimum **of 4** (one L3, one L2 and two L1) resources must be available onsite.
2	16	Point no. 14.8 (For L2 Support engineer)	For L2 Support engineer: Should have minimum BE/B.Tech/B.Sc Computer Science or IT/M.Tech/MCA/M.Sc Computer Science or IT Degree with minimum 4 years of experience in networking with proper knowledge in SD-WAN solution with valid OEM Certification of proposed solution.	For L2 Support engineer: Should have minimum BE/B.Tech/B.Sc Computer Science or IT/M.Tech/MCA/M.Sc Computer Science or IT Degree with **minimum 3 years** of experience in networking with proper knowledge in SD-WAN solution with valid OEM Certification of proposed solution.
3	21	Point no. 2 (Uptime of SDWAN solution (individual branches))	<99.90% to >=99.90%	<99.90% to **>=98.50%**
4	29	Point no. 2.0 (Table SN no. 2, Column name: Eligibility Criteria for Bidder)	The bidder should have ISO 9001:2015 and ISO 27001:2022 for their remote support centre / managed services / NOC.	The bidder should have ISO 9001:2015**/TL 9000**/ /ISO 27001:2022 for their remote support centre / managed services / NOC.
5	29	Point no. 2.0 (Table SN no. 2, Column name: Supporting documents Required)	Copy of the ISO 9001:2015 and ISO 27001:2022 certificate.	Copy of the ISO 9001:2015 / **TL 9000** /ISO 27001:2022 certificate.
6	30	Point no. 3	The bidder should have an annual turnover of at least Rs. 100 Crores per annum for the last three financial years	The bidder should have an annual turnover of at least Rs. **140 Crores** per annum for the last three financial years

			(i.e.2022-23, 2023-24, 2024-25) with positive Net Worth. It should be an individual company and not a Group of Companies.	(i.e.2022-23, 2023-24, 2024-25) with positive Net Worth. It should be an individual company and not a Group of Companies.
7	30	Point no. 6	The bidder should have reference in PSU/State Govt. /Central Govt./Financial Institution in India where they have proposed OEM SDWAN solutions installed and under maintenance in at least 1000 locations (one reference) or 500 locations (two references).	The bidder should have reference in PSU/State Govt. /Central Govt./Financial Institution in India where they have **any OEM** SDWAN solutions installed and under maintenance in at least **600 locations completed** (one reference) or **300 locations completed** (two references).
8	30	Point no. 7	The bidder should have minimum 2 references from PSU/State Govt. /Central Govt. in India for managing a network of at least 1000 locations through proposed OEM solutions from their own Support Center for providing 24x7 telephonic services and Remote Assistance Services for 3 years from date of bid submission.	The bidder should have minimum 2 references from PSU/State Govt. /Central Govt. **/ Financial institution** in India for managing a network of at least **600 locations** through **any** OEM **SDWAN** solutions from their own Support Center for providing 24x7 telephonic services and Remote Assistance Services for 3 years from date of bid submission.
9	31	Point no. 2 (Column name: Eligibility Criteria for OEM who wish to participate directly.)	The OEM should have ISO 9001:2015 and ISO 27001:2022 for their remote support centre / managed services / NOC.	The OEM should have ISO 9001:2015**/TL9000**/ ISO 27001:2022 for their remote support centre / managed services / NOC.
10	31	Point no. 2 (Column name: Supporting documents Required)	Copy of the ISO 9001:2015 and ISO 27001:2022 certificate.	Copy of the ISO 9001:2015 **/TL9000/** ISO 27001:2022 certificate.
11	31	Point no. 3	The OEM should have an annual turnover of at least Rs.500 Crores per annum for the last three financial years (i.e.2022-23, 2023-24, 2024-25) with positive Net Worth. It should be an individual company and not a Group of Companies.	The OEM should have an annual turnover of at least Rs. **140 Crores** per annum for the last three financial years (i.e.2022-23, 2023-24, 2024-25) with positive Net Worth. It should be an individual company and not a Group of Companies.

12	31	Point no. 5	The OEM should have reference in PSU/State Govt. /Central Govt./Financial Institution in India where they have proposed OEM SDWAN solutions installed and under maintenance in at least 1000 locations (one reference) or 500 locations (two references).	The OEM should have reference in PSU/State Govt. /Central Govt. /Financial Institution in India where they have proposed OEM SDWAN solutions installed and under maintenance in at least **600 locations completed** (one reference).
13	31	Point no. 6	The OEM should have minimum 2 references from PSU/State Govt. /Central Govt. in India for managing a network of at least 1000 locations through proposed OEM solution from their own Support Center for providing 24x7 telephonic services and Remote Assistance Services for 3 years from date of bid submission.	The OEM should have minimum 2 references from PSU/State Govt. /Central Govt. **/ Financial institution** in India for managing a network of at least **600 locations** through proposed OEM SDWAN solution from their own Support Center for providing 24x7 telephonic services and Remote Assistance Services for 3 years from date of bid submission.
14	31	Point no. 11	Proposed SD-WAN solution Routers should not go 'End of Sale' in next 3 years and should not go 'End of Support' in next 7 years from the date of Bid submission	Proposed SD-WAN solution Routers should not **be declared 'End of Sale' at the time of installation** and should not go 'End of Support' in **at least** 7 years from the date of Bid submission
15	32	Point no. 10	Proposed SD-WAN solution Routers should not go 'End of Sale' in next 3 years and should not go 'End of Support' in next 7 years from the date of Bid submission.	Proposed SD-WAN solution Routers should not **be declared 'End of at the time of installation** and should not go 'End of Support' in **at least** 7 years from the date of Bid submission
16	35	Point no. 20	Solution should have complete separation of control plane; data plane and management plane and it should be possible to configure control and management planes in different security firewall zones	Solution should have complete separation control plane; data plane and management plane or separation of control plane / management plane and data plane and it should be possible to configure control/data and management planes in different security firewall zones

17	36	Point no. 28	Solution should support unicast and multicast traffic. **It should support multicast replication on the overlay with static support. Solution should support PIM ASM/SM, PIM SSM , PIM BSR and IGMPV2/V3**	The proposed solution should support **unicast** traffic.
18	36	Point no. 40	All the CPEs should be ready to be enabled with security features like Firewall, IDS, IPS, Anti -malware and URL filtering from day one.	All the **branch** CPEs should be ready to be enabled with security features like Firewall, IDS, IPS, Anti -malware and URL filtering from day one. **Bidder needs to disclose the commercials for the firewall, IDS, IPS anti-malware and URL filtering licenses to be procured at the time of bid submission. Commercials should be shared for below scenarios –** 1. **If the mentioned licenses procurement is done in the 1st year** 2. **If the procurement is done in the 3st year** 3. **If the procurement is done in the 5th year** **NIA will procure the licenses as and when required.**
19	37	Point no. 41	Proposed solution should be integrated with existing APIC controller deployed at DC and DR	This clause stands deleted
20	37	Point no. 1	System should be able to support by Separating the control plane from the data plane and integrating the WAN and branch networks into a single end-to-end framework that uses policies to manage traffic	System should be able to support by **physically separating the control plane from the data plane or logical separation of control plane / data plane** , and integrating the WAN and branch networks into a single end-to-end framework that uses policies to manage traffic

21	40	Point no. 13	Router should support advance encryption algorithms Encryption - **DES**, AES Standards. Authentication – RSA(748/1024/2048 bit), ECDSA (256/384 bit). Integrity - MD5, SHA, SHA(256/384/512) Should support IP -Sec with IKEv2 and Suite -B Encryption, or equivalent	Router should support advance encryption algorithms Encryption **AES 256 bit** Standards. Authentication – RSA(748/1024/2048 bit), ECDSA (256/384 bit). Integrity - MD5, SHA, SHA(256/384/512) Should support IP -Sec with IKEv2 and Suite -B Encryption, or equivalent
22	40	Point no. 14	The router should support following routing protocols for IPv4 and IPv6 - Static routes, RIP, Open Shortest Path First (OSPF), Border Gateway Protocol (BGP), IS - IS. Also should support Dynamic Host Configuration Protocol (DHCP), HSRP, MHSRP, VRRP, RADIUS, Authentication Authorization and Accounting (AAA), Application Visibility and Control (AVC), IPsec, Bidirectional Forwarding Detection (BFD) and Policy Based routing, or equivalent	The router should support following routing protocols for IPv4 and IPv6 - Static routes, RIP, Open Shortest Path First (OSPF), Border Gateway Protocol (BGP). Also should support Dynamic Host Configuration Protocol (DHCP), **HSRP/MHSRP/ VRRP**, RADIUS, Authentication Authorization and Accounting (AAA), Application Visibility and Control (AVC), IPsec, Bidirectional Forwarding Detection (BFD) and Policy Based routing, or equivalent
23	40	Point no. 16	The router should support Generic Routing Encapsulation (GRE), PPPoE, IPsec, Ethernet 802.1Q VLAN. **The router should support Multicast, PIM ASM/SM, PIM SSM , PIM BSR and IGMPV2/V3**	The router should support Generic Routing Encapsulation (GRE), PPPoE, IPsec, Ethernet 802.1Q VLAN.
24	40	Point no. 17	The router should support Ethernet fault management 802.1ag and provide backbone bridge **802.1ah protocol, or** equivalent	The router should support Ethernet fault management 802.1ag protocol or equivalent
25	41	Point no. 6	Router should support advance encryption algorithms. Encryption - **DES**, AES Standards. Authentication – RSA (748/1024/2048 bit), ECDSA (256/384 bit). Integrity - MD5, SHA, SHA(256/384/512) Should support IP-Sec with IKEv2 and	Router should support advance encryption algorithms. **Encryption AES 256 bit** Standards. Authentication – RSA (748/1024/2048 bit), ECDSA (256/384 bit). Integrity - MD5, SHA, SHA(256/384/512) Should support IP-Sec with

			Suite-B Encryption, or equivalent	IKEv2 and Suite-B Encryption, or equivalent
26	41	Pont no. 7	The router should support following routing protocols for IPv4 and IPv6 - Static routes, RIP, Open Shortest Path First (OSPF), Border Gateway Protocol (BGP), ISIS. Also should support Dynamic Host Configuration Protocol (DHCP), HSRP, MHSRP, VRRP, RADIUS, Authentication Authorization and Accounting (AAA), Application Visibility and Control (AVC), IPsec, Bidirectional Forwarding Detection (BFD) and Policy Based routing, or equivalent	The router should support following routing protocols for IPv4 and IPv6 - Static routes, RIP, Open Shortest Path First (OSPF), Border Gateway Protocol (BGP). Also should support Dynamic Host Configuration Protocol (DHCP), **HSRP/MHSRP/VRRP**, RADIUS, Authentication Authorization and Accounting (AAA), Application Visibility and Control (AVC), IPsec, Bidirectional Forwarding Detection (BFD) and Policy Based routing, or equivalent
27	41	Point no. 9	The router should support Generic Routing Encapsulation (GRE), PPPoE, IPsec, Ethernet 802.1Q VLAN. **The router should support Multicast, PIM ASM/SM, PIM SSM , PIM BSR and IGMPV2/V3**	The router should support Generic Routing Encapsulation (GRE), PPPoE, IPsec, Ethernet 802.1Q VLAN.
28	42	Point no. 10	The router should support Ethernet fault management 802.1ag and **provide backbone bridge 802.1ah** protocol or equivalent	The router should support Ethernet fault management 802.1ag protocol or equivalent
29	42	Point no. 18	The router should have minimum 8 GB DRAM and 8 GB flash memory.	The router should have minimum **6 GB DRAM and 6 GB flash memory.**
30	42	Point no. 24	Router should be EAL -3 Common Criteria certified	Router should be EAL -3**/ TEC/MTCTE or equivalent** Common Criteria certified

31	42	Point no. 25	Router should be IPv6 logo phase -2 certified	Router should be IPv6 logo phase -2 certified **or the proof of certification for solution operating system to be shared at the time of submission of the bid.**
32	42	Point no. 26	Router should be provided with minimum 4x 1Gb WAN ports and 2 x 10/100/1000 BaseT LAN Ports. At least one WAN port should have capability to support both copper and **fiber last** mile connectivity at branch location	Router should be provided with minimum 4x 1Gb WAN ports and 2 x 10/100/1000 BaseT LAN Ports. WAN port should support copper **(or fiber , if required for any exceptions declared by NIA)** last mile connectivity at all locations
33	43	Point no. 28	Router should be supplied with minimum 40Mbps of throughput with services like Firewall, IDS, IPS, Anti-malware and Application & Domain/URL filtering from day one	Router should be supplied with **minimum net throughput of 50 Mbps (exclusive of throughput consumption incurred while enabling the features of the proposed solution)** with services like Firewall, IDS, IPS, Anti-malware and Application & Domain/URL filtering from day one
34	43	Point no. 29	Router should support at-least 1000 IP Routes. Router should support at-least 50 IPsec tunnels	Router should support at-least 1000 IP Routes. Router should support at-least **250 IPsec tunnels**
35	43	Point no. 32	Router should be supplied with minimum 400Mbps of throughput with services like Firewall, IDS, IPS, Antimalware and URL filtering from day one	Router should be supplied with minimum **net throughput of 200 Mbps (exclusive of throughput consumption incurred while enabling the features of the proposed solution)**with services like Firewall, IDS, IPS, Antimalware and URL filtering from day one
36	49	Table Name : Edge devices , Point no. 4	Cisco C8300 Router-WAN	CISCO 8300 2N2S 4T2X

37	31	Point no. 12	The proposed OEM by the bidder should have at least 100 engineers in India on their payroll for Research and Development purposes.	1. **Non-MSE Bidders:** The proposed OEM should have at least 100 engineers in India on their payroll for Research and Development purposes. 2. **Only for MSE Bidders:** The proposed OEM should have at least 50 engineers in India on their payroll for Research and Development purposes.
38	32	Pg no.9 clause 7	NIA has 50 no's of SD-WAN compatible Cisco ISR 4300 series branch routers and 6 no's of SD-WAN compatible Cisco Catalyst 8300 series gateway head-end routers without SD-WAN license. Bidder must provide commercial during technical bid submission as per their applicability options mentioned below:	**This clause stands deleted.**

Following new clauses are being introduced :

DISCLAIMER

The information contained in this RFP or information provided subsequently to Bidder(s) or applicants in documentary form by or on behalf of NIA, is provided to the Bidder(s) on the terms and conditions set out in this RFP and all other terms and conditions subject to which such information is provided. This RFP is neither an agreement nor an offer and is only an invitation by NIA to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and, where necessary, obtain independent advice. The NIA makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. NIA may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. No contractual obligation whatsoever shall arise from the RFP process until a formal agreement is signed and executed by duly authorized officers of the NIA with the selected Bidder.

DEFINITION

In this RFP, the following terms shall have the meanings assigned to them hereunder:

1. "Agreement" or "Contract" shall refer to the final written agreement signed between NIA and the successful Bidder, which comprises the RFP, the Bidder's submitted Technical and Commercial Bids, the Letter of Award/Purchase Order, the NDA, the Integrity Pact, and all valid annexures and amendments thereto.
2. "AMC" or "Annual Maintenance Contract" shall mean the comprehensive onsite support and maintenance services for hardware and software to be provided by the Bidder after the expiry of the warranty period.
3. "ATS" shall mean the annual technical support, specifically relating to the software licenses, patches, updates, and OEM support services required to keep the SD-WAN Solution operational and secure during the Contract period.
4. "Bid Security Declaration" shall mean the mandatory declaration submitted by MSME, Start-up, or other exempted Bidders in lieu of Earnest Money Deposit (EMD) as per Annexure-12
5. "Bid" shall mean collectively the Technical Bid and Commercial Bid submitted by the Bidder in response to this RFP.
6. "Bidder", "Vendor", "Contractor", or "Service Provider" shall mean the eligible entity submitting a bid in response to this RFP and, where the context admits, the successful bidder upon whom the Contract is awarded.
7. "Business Day" shall mean any day on which NIA offices are open for business in Mumbai, excluding Sundays and Public Holidays.
8. "CMDB" shall mean the configuration management database maintained for the Project.

9. "Commercial Bid" shall mean Part B of the bid submission (as per Annexure-4), detailing the price breakup for the Solution, which is evaluated following the Reverse Auction process to determine the successful Bidder.

10. "Confidential Information" shall have the meaning ascribed to it in the Non-Disclosure Agreement (Annexure-10).

11. "Eligibility Criteria" shall mean the mandatory requirements regarding financial turnover, experience, certifications, and legal status as specified in Annexure-1 that a Bidder must fulfil to be qualified for technical evaluation.

12. "EMD" or "Earnest Money Deposit" shall mean the earnest money deposit to be submitted by the Bidder as part of the bid security.

13. "FMS" or "Facility Management Services" shall mean the Facility Management Services, specifically the onsite helpdesk and support resources to be deployed by the Bidder.

14. "Force Majeure" shall have the meaning ascribed to it in Clause 2821 (General Terms) of this RFP.

15. "GeM Portal" shall mean the Government e-Marketplace (GeM) portal where the Bid is hosted.

16. "Go-Live" shall mean the date on which the Project or a specific phase of the Project is made operational and available for use by NIA, following the completion of UAT and Sign-off.

17. "GUI" shall mean the graphical user interface, a visual interface required for the SD-WAN Solution to allow NIA administrators to monitor application response times, traffic metrics, and manage configurations.

18. "Independent External Monitor (IEM)" shall mean the persons appointed by NIA to monitor the tender process and execution of the contract for compliance with the Integrity Pact.

19. "Integrity Pact" or "IP" shall mean to the pre-contract integrity pact agreement to be signed between the Bidder and NIA as per Annexure-11.

20. "Intellectual Property" or or ""Intellectual Property Rights" or "IPR" or "IP" shall mean and include all intellectual property such as patents, trademarks, service marks, domain names, designs, copyrights, source code, programme codes, computer software and any other protected rights or assets in any part of the world whether registered or not or registrable and all extensions and renewals thereof and all applications for registrations in connection with the foregoing.

21. "Letter of Award" shall mean the official written communication issued by NIA to the successful Bidder notifying them that their Bid has been accepted and the Contract is awarded to them. This document, along with the Purchase Order, marks the formal commencement of the engagement.

22. "MSME" shall mean Micro and Small Enterprises as defined by the Government of India, which are eligible for exemption from submitting the EMD upon submission of a valid Udyam registration certificate.

23. "NDA" or "Non Disclosure Agreement" shall mean the non-disclosure agreement to be signed by the successful Bidder as per Annexure-10.

24. "NIA", "Company", "Purchaser", "Employer", or "Principal" shall mean The New India Assurance Company Limited, a company incorporated under the Companies Act, 1956, having its Head Office at 87, M.G. Road, Fort, Mumbai - 400 001.

25. "OEM" shall mean the original equipment manufacturer of the hardware or software solution proposed by the Bidder.

26. "PBG" or "Performance Bank Guarantee" shall mean the performance bank guarantee to be submitted by the successful Bidder.
27. "Price" or "Contract Value" shall mean the total price quoted by the Bidder and accepted by NIA for the full scope of work, inclusive of all taxes, levies, and duties.
28. "Project" shall mean the supply, installation, implementation, and maintenance of the SD-WAN Solution as detailed in the Scope of Work.
29. "Proof of Concept" or "POC" shall mean the mandatory pilot testing phase conducted by NIA at specified locations to verify that the Bidder's proposed hardware and software solution conforms to all technical specifications mentioned in the RFP before full deployment.
30. "Purchase Order" or "PO" shall mean the official order document issued by NIA to the successful Bidder, which establishes the contract start date and pricing.
31. "QoS" shall mean the quality of service, the capability required in the SD-WAN Solution to prioritise critical application traffic, manage network congestion, and maintain network performance parameters, including latency, jitter, and packet loss across active links.
32. "RMA" or "Return Material Authorisation" refers to the Bidder's obligation to provide back-to-back support from the OEM to ensure the replacement of faulty equipment or parts within the timelines defined in the SLA.
33. "Reverse Auction" shall mean the online price bidding process conducted on the GeM Portalportal to determine the L1 Bidder.
34. "RFP" shall mean this Request for Proposal document, including all its Sections, Annexures, Appendices, and any subsequent amendments issued by NIA.
35. "SD-WAN" shall mean the Software Defined – Wide Area Network, the core technology solution to be procured under this RFP.
36. "SFMS" shall mean the structured financial messaging system, the secure messaging standard used by banks to send confirmation of the Performance Bank Guarantee or demand draft to NIA's designated bank account.
37. "SLA(s)" or "Service Level Agreement(s)" shall mean the service level agreement defining the performance standards and penalties as detailed in Section I.
38. "Solution" or "SD-WAN "Solution" shall mean collectively the SD-WAN hardware, software, licenses, and services to be provided by the Bidder under this RFP.
39. "Technical Bid" shall mean Part A of the bid submission, which includes the EMD or Bid Security Declaration, eligibility proofs, technical compliance, and unpriced Bill of Quantity (BOQ), but strictly excludes any commercial pricing information.
40. "UAT" shall mean the user acceptance testing or Proof of Concept (POC) validation performed by NIA.

Section 4 : THE TENDER OFFER

9. All clarifications, amendments or communications issued by NIA shall be in writing through the designated e-tendering system only. No verbal or informal communication shall be binding on NIA.

Section 6 : THE COMPANY RESERVES THE RIGHT TO

7. In case of continued non-conformity / non-performance for any part of the Agreement, NIA reserves the right, apart from applying penalties and other actions, to remove that part of the requirement / business from the scope and appoint/hire another party for that portion of the

work. In such a case, the payments for such scope shall not be made any longer to the Bidder, and the Bidder's team shall be required to fully co-operate and work with the other party for the scope for the duration of the Agreement of the Bidder and / or the other party.

Section 7 : REJECTION OF TENDERS

NIA shall not be bound to accept the lowest or any tender and reserves the absolute right to reject any or all tenders without assigning any reason whatsoever

Section 11 : SIGNING OF AGREEMENT

The Bidder shall certify that it has not been blacklisted or debarred by any Government/government/psu organisation and shall disclose all ongoing litigation which may materially impact its ability to perform this contract.

Section 16 : <u>SCOPE OF WORK (SOW</u>

21. All documents, templates, configurations, CMDB data, policies, source files, reports and any other deliverables created for NIA shall be the sole and exclusive property of NIA, and the Bidder shall have no residual rights thereon.

22. Acceptance of any deliverable or milestone shall be deemed to have occurred only upon issuance of a written acceptance letter by NIA. No deemed acceptance shall apply under any circumstances.

23. Any additional hardware/software/tools/scripts required to achieve the full functionality and performance requirements shall be supplied by the Bidder at no additional cost to NIA.

III. **<u>SD-WAN DEPLOYMENT</u>**

1. One -Time implementation

22. Handover of any phase shall be deemed completed only when all documentation, configurations and reports required for that phase are submitted and approved in writing by NIA.

23. The Bidder and OEM shall provide full access to NIA or its designated auditors to all configurations, logs, dashboards, reports and solution repositories, without any additional cost.

24. All documentation and configuration materials shall be provided in editable formats and shall remain the sole property of NIA at all times.

2. On-Going Maintenance

14. **Facility Management Services:**

14.14) The Bidder warrants that all deployed hardware, software, configurations and integrations shall perform in accordance with the requirements of this RFP throughout the

Agreement period, failing which the Bidder shall rectify, repair or replace the same at no additional cost to NIA.

14.15) The Bidder servicing NIA should comply with the security policies of NIA in key concern areas relevant to the activity, including responsibilities for data and application privacy, system access controls, and physical security. The Bidder shall also be required to comply with statutory and regulatory requirements as imposed by various statutes, labour laws, local body rules, state and central government body statutes, and any other regulatory requirements applicable on the Bidder, and shall produce the same for records of NIA and/or its auditors and/or its regulator.

3. Contract Expiry/Termination

8. All exit activities, including data transfer, knowledge transfer, documentation handover and transition support, shall be carried out without any additional cost to NIA, regardless of the reason for termination or expiry.

17. WARRANTY AND ANNUAL MAINTENANCE CONTRACT

15. Delay in providing replacement under RMA beyond committed timelines shall attract applicable SLA penalties.

19. PAYMENT TERMS

2. NIA reserves the right to withhold part or entire payment due to unsatisfactory services provided in the previous quarter, which shall be evidenced in quarterly review meetings. Any credits due from the previous quarter shall be adjusted in the immediate succeeding quarter, and credit note for it should be mandatorily submitted with the invoice.

Annexure 1 : Eligibility Criteria

NOTE -

f) The Bidder shall also disclose all ongoing litigation or disputes which may have an impact on its financial stability or ability to perform this Contract.

Updating Annexure 9 as below -

ANNEXURE-9: AGREEMENT DRAFT
(Should be on Rs.100/-stamp paper)

Ref: **GEM Bid Ref:** ………… **Dated:** …….……….

This agreement was made on this _____ day of _____ between _____ hereinafter called the "BIDDER" and THE NEW INDIA ASSURANCE CO. LTD., hereinafter called "REQUEST FOR PROPOSAL (RFP) FOR THE PROCUREMENT, INSTALLATION, IMPLEMENTATION AND MAINTENANCE OF SOFTWARE DEFINED – WIDE AREA NETWORK (SD-WAN) SOLUTION".

//Insert Clauses section: 12 Price to section: 20 General Terms from the Original RFP//*

11) 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. The bidders shall protect the Company against any claims thereof.

12) RISK AND TITLE

The risk, title and ownership of the products shall be transferred to the customer upon dispatch of such products to the customer.

13) SAVINGS CLAUSE

The bidder's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent the bidder's non-performance is caused by Company's omission to act, delay, wrongful action, failure to provide Inputs, or failure to perform its obligations under this Agreement.

14) PASS THROUGH WARRANTY

The bidder shall "pass-through" any and all warranties and indemnities received from the manufacturer or licensor of the products and, to the extent, granted by such manufacturer or licensor, the customer shall be the beneficiary of such manufacturer's or licensor's warranties and indemnities.

15) LIMITATION OF LIABILITY

The bidder represents and warrants that the repair and maintenance of services/products hereby sold do not violate or infringe upon any patent, copyright, trade secret or other

property right of any other person or other entity. The bidder agrees that it will and hereby does, indemnify the company from any claim, directly resulting from or arising out of any breach or claimed breach of this warranty. Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, the maximum aggregate liability of bidder for all claims under or in relation to this Agreement, shall be, regardless of the form of claim(s), shall be limited to 100% of contract value.

16) SITE NOT READY

NIA agrees that the bidder shall not be in any manner be liable for any delay arising out of NIA's failure to make the site ready within the stipulated period, including but not limited to levy of liquidated damages for any delay in performance of services under the terms of this Agreement.

17) DEEMED ACCEPTANCE

Any Deliverable(s) / Work Product(s) provided to the Customer shall be deemed to have been accepted if the customer puts such Deliverable(s) / Work Product(s) to use in its business or does not communicate its disapproval of such Deliverable(s) / Work Product(s) together with reasons for such disapproval within 30 days from the date of receipt of such Deliverable(s) / Work Product(s).

18) INTELLECTUAL PROPERTY

1. Intellectual Property Rights means all rights in inventions, patents, copyrights, design rights, trademarks and trade names, service marks, trade secrets, knowhow and other intellectual property rights (whether registered or unregistered) and all applications for any of them, actual or pending anywhere in the world.
2. The Bidder shall maintain strict confidentiality of all information received from NIA or generated during the course of the Contract. Such obligation shall survive the termination or expiry of the Contract.
3. All documents, templates, configurations, CMDB data, policies, source files, reports, and any other deliverables created for NIA during the course of this Project shall be the sole and exclusive property of NIA, and the Bidder shall have no residual rights thereon. Acceptance of any deliverable shall be deemed to have occurred only upon issuance of a written acceptance letter by NIA.
4. All materials, including, but not limited to, software, programs, source code and object code, comments to the source or object code, specifications, documents, abstracts and summaries thereof (collectively, the "Products") developed by the Bidder (whether jointly with NIA or any other party or individually) in connection with the provision of the services to NIA under the Agreement, and all Intellectual Property therein shall belong exclusively to NIA. The Bidder acknowledges that the Products shall be deemed "works made for hire" by Bidder for NIA, and, therefore, shall be the exclusive property of NIA. To the

extent the Products are not deemed "works made for hire" under applicable law, the Bidder hereby irrevocably assigns and transfers to NIA all right, title and interest in and to the Products, including, without limitation, all Intellectual Property therein, and agrees to execute all documents requested by NIA for the purpose of applying for and obtaining domestic and foreign patent and copyright registrations.

5. The Bidder shall not to claim any ownership in the Intellectual Property relating to the Product at any time during or after the term of this Agreement.

19) INDEMNITY

1. The Bidder shall indemnify and hold harmless NIA (and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees) from any and all claims, damages, liabilities, costs, and expenses (including, but not limited to, legal fees and all related costs and expenses) incurred by the latter as a result of:

1.1. any breach of any provision of this Agreement;

1.2. any violation of applicable law; or

1.3. breach or claim for violation of Intellectual Property rights of any third party.

1.4. negligence, act or omission or wilful misconduct, fraud or misconduct by the Bidder or its representatives, directors, officers, office bearers, employees, agents and affiliates.

20) NON HIRE

The customer acknowledges that the personnel to be provided by the bidder represent a significant investment in recruitment and training, the loss of which would be detrimental to the bidder's business. In consideration of the foregoing, the customer agrees that for the term of this Agreement and for a period of one year thereafter, the customer will not directly or indirectly, recruit, hire, employ, engage, or discuss employment with any bidder employee, or induce any such individual to leave the employ of bidder. For purposes of this clause, a bidder employee means any employee or person who has been involved in providing services under this   Agreement.

21) JURISDICTION & ARBITRATION

1. All disputes/differences of any kind whatsoever arising out of or relating to the construction, meaning, operation, effect or breach of the Agreement, then either party may refer to a sole arbitrator who shall be jointly appointed by both the parties or, in the event that the parties are unable to agree on the person to act as the sole arbitrator within 30 days after any party has claimed for arbitration in written form, by three arbitrators, one to be appointed by each party with power to the two arbitrators so appointed, to appoint a third arbitrator within a period of 30 days from the appointment of the second of the Arbitrators.

2. The arbitration shall be conducted under the Arbitration & Conciliation (Amendment) Act, 2015 as amended or re-enacted from time to time

3. The governing law for the arbitration shall be Indian Law.

4. The proceeding of arbitration shall be conducted in the English language. The arbitration shall be held in Mumbai, India.

22) FORCE MAJEURE

The bidder shall not be liable for any delay or failure of performance of any of its obligations undser or arising out of this contract, if the failure or delay results from Act of God, refusal of permissions or other Government Act, fire, explosion, accident and the like which renders it impossible or impracticable for the bidder to fulfill its obligations under the contract or any other cause or circumstances of whatsoever nature beyond bidder's control.

23) CONFIDENTIALITY

The bidder acknowledges that all materials and information which has or will come in its possession or knowledge in connection with the performance of this agreement, hereof, consists of confidential and proprietary data, whose disclosure to or use by third parties will be damaging or cause loss to the company. The bidder agrees to hold such material and information in strictest confidence not to make use thereof other than for the performance of this agreement, to release it only to employees requiring such information, and not to release or disclose it to any other parties. The bidder shall take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information as per NDA is fully satisfied.

24) TERMINATION

Either party shall have the right to terminate this contract / agreement at any time by giving 3 months' advance notice in the event that the other party commits a material breach of the agreement and fails to make good such a default to the non-defaulting party's reasonable satisfaction within thirty (30) days. In the event of termination NIA shall pay supplier / vendor for goods delivered and services rendered till the date of termination.

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

a) SIGNED SEALED & DELIVERED BY THE   b) SIGNED SEALED & DELIVERED BY THE   WITHIN NAMED INSURANCE COMPANY   WITHIN   NAMED (BIDDER)

Deputy General Manager

In the presence of

In the presence of

Witness:1 _____

         Witness:1_____

Witness:2 _____   Witness:2_____

Updating Annexure 18 as below -

ANNEXURE-18 CERTIFICATION FOR LOCAL CONTENT

Format for Local Content (Preference to Make in India)

To,

Chief Manager,

Information Technology Department,

The New India Assurance Co. Ltd.,

87, MG Road, Fort, Mumbai-400001

Dear Sir/Ma'am,

"REQUEST FOR PROPOSAL (RFP) FOR THE PROCUREMENT, INSTALLATION, IMPLEMENTATION AND MAINTENANCE OF SOFTWARE DEFINED – WIDE AREA NETWORK (SD-WAN) SOLUTION"

Ref: **GEM Bid Ref:** ………… **Dated:** …………….

Bidder Name:

This is to certify that proposed is having the local content of % as defined in the above mentioned RFP and amendments thereto.

This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 – Revision vide Order No No. P-45021/2/2017-PP (B.E.-II)-Part(4) Vol.II dated 19.07.2024 – Revision.

Signature of Statutory Auditor/Cost Auditor

Registration Number:

Seal: