

**ANNEXURE-1**

TENDER REF NO: IT/NW/SDWAN/2025				
SN	RFP PAGE NO.	RFP REFERENCE NO.	EXISTING CLAUSE	REVISED CLAUSE
	8	Point no. 14.1	The Successful Bidder has to complete the following activities (individual and not group of activities) within the specified time limits or such authorized extension as may be permitted by NIA in writing, failing which NIA shall impose a penalty @ 1 % (of total order value) of each week's delay to a maximum of 10 % of total order value for delay without prejudice to any other right or remedy available under the Purchase Order.	The Successful Bidder has to complete the following activities (individual and not group of activities) within the specified time limits or such authorized extension as may be permitted by NIA in writing, failing which NIA shall impose a penalty @ <b>0.5 %</b> (of total order value) of each week's delay to a maximum of 10 % of total order value for delay without prejudice to any other right or remedy available under the Purchase Order.
	10	Point no. 14.3 , Table SN 1 – Column : Maximum Penalty	25 % of annual charges of respective services	<b>10 % of annual charges of for P2P links and 25% for other mentioned services</b>
	13	15.1.22	NIA will not provide any connectivity to successful bidder's data center apart from internet link for providing clean internet bandwidth for end users. Successful bidder has to provision internet and MPLS bandwidth for its own data centres. The Data Centres which provide services <b>such as VPN</b> has to be provided with Internet link with DDoS Scrubbing to the extent of 5Gbps.	NIA will not provide any connectivity to successful bidder's data center apart from internet link for providing clean internet bandwidth for end users. Successful bidder has to provision internet and MPLS bandwidth for its own data centres and has to be provided with Internet link with DDoS Scrubbing to the extent of 5Gbps.
	15	Point no. 15.2.3.2	NEW ADDED CLAUSE	15.2.3.2 In the event of breach of 5GBPS scrubbing NIA expects bidders to protect the NIA traffic by providing additional DDoS scrubbing upto 10 Gbps. Payment terms will be same as original 5GBPS scrubbing for each additional 1 Gbps calculated proportionally.

	16	15.2.4.6	Access policy should be applied at user ID level.	This clause stands deleted
	16	15.2.4.7	The solution should be capable of integrating Oracle SSO /Microsoft AD.	The solution should be capable of integrating Oracle SSO /Microsoft AD <b>wherever applicable.</b>
	17	15.2.7.3	Successful bidder should deploy 24*7 NOC at NIA HO with minimum number of resources as per the below table during first 2 months and later from successful bidder's office (as per mentioned in above 2 points). Successful bidder at any point of time shall add the resources above the minimum number if the performance of the NOC is below SLA	Procurement is being done only for the services, No NOC facility to be setup at NIA locations. Project manager and L3 should be available on remote to handle operations and in the event of any additional requirement by NIA.
	18	15.2.7.10	All NOC resources should be provided with Login IDs of Monitoring/Ticketing/NOC Tools. Login IDs for all ROs to be provided for the monitoring of the links	All NOC resources should be provided with Login IDs of Monitoring/Ticketing/NOC Tools. Login IDs for all ROs to be provided for the monitoring of the links. <b>NIA May require bidder's NOC and ITSM tool to be integrated via APIs with NIA's own ITSM tool for SLA calculation.</b>
	29	8	Self-declaration. DOT / TEC Compliance Certifications OSP Registration IP-1 Registration	Self-declaration. DOT / TEC Compliance Certifications or OSP Registration or IP-1 Registration
	73	2	Customized view for HO/each RO (Log in ID -Two for HO/ One each for all RO)(Total Login ID - 50 Nos)	Customized view for NIA (no. of log in IDs - 1).

## **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 procured services 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 procured services 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-8.
20. "Intellectual Property" 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-7.
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 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.
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 "Services" shall mean collectively the 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 I**

### **3) THE TENDER OFFER**

3.10) 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.

### **5) THE COMPANY RESERVES THE RIGHT TO**

**5.7)** 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.

### **6) 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.

## **10) 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.

## **15) SCOPE OF WORK (SOW)**

15.3) 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.

15.4) 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.

15.5) 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.

## **16) PAYMENT TERMS**

16.4) 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

## **18) WARRANTY AND ANNUAL MAINTENANCE CONTRACT**

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

## **19) CONTRACT EXPIRY/TERMINATION**

19.6) 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

## **20) GENERAL TERMS**

20.7) 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.

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

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

Facility Management Services:

20.10) 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.

20.11) 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.

### **Annexure 1: Eligibility Criteria**

NOTE -

e) 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-6: 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 PROCUREMENT OF POINT TO POINT LINKS, INTERNET LINKS, DDOS (DISTRIBUTED DENIAL OF SERVICES) SERVICES, LAST MILE CONNECTIVITY FOR BSNL AND OTHER MANAGED SERVICES".

*//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 under 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.

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**

- 1.
- 2.