

# The Oriental Insurance Company Limited

Head Office, New Delhi



Request for Proposal

For

Annual Maintenance Contract for Data Center Equipment

(Tender Reference No.: OICL/HO/ITD/AMC/2023/01 Dated 23<sup>rd</sup> Nov 2023)

**Information Technology Department**

The Oriental Insurance Company Limited  
NBCC Office Complex, East Kidwai Nagar,  
2<sup>nd</sup> Floor, Office Block 4,  
New Delhi- 110023

CIN- U66010DL1947GOI007158  
[www.orientalinsurance.org.in](http://www.orientalinsurance.org.in)



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**Non-Refundable Tender Fee**

**Non-Transferable Receipt**

**To be filled by OICL Official**

<b>Tender Ref. No.</b>	<b>OICL/HO/ITD/AMC/2023/01 Dated 23/11/2023</b>
<b>Date of Issue</b>	
<b>Tender Issued to Bidder</b>	
<b>Draft No.</b>	
<b>Date</b>	
<b>Draft Amount</b>	
<b>Bank Name</b>	
<b>Name of OICL Official</b>	
<b>Designation of OICL Official</b>	
<b>Signature</b>	
<b>OICL Official</b>	<b>Bidder's Representative with Contact No. and Date</b>



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**This tender document is not transferable.**

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

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## Purpose of this Document

The purpose of this Request for Proposal (hereafter referred to as “RFP”) is to define scope of work for the Bidder for Request for Annual Maintenance Contract of data center equipment and its associated components for a period of 1 year.

This RFP contains details regarding scope, project timelines, evaluation process, terms and conditions as well as other relevant details which Bidder needs to factor while responding to this RFP.

## Definitions and Acronyms

AMC	Annual Maintenance Contract
ATR	Acceptance Test Report
ATS	Annual Technical Support
Bidder	Single point appointed by OICL for Procurement, Implementation, Maintenance and Support of DLP Solution, based on the bill of materials shared by OICL.
CVC	Central Vigilance Commission
DC	Data Centre which is located at Bengaluru
DRS/DRC/DR	Disaster Recovery Site which is located in Mumbai
HO	Head Office
RO	Regional Office
CBO	Corporate Business office
BO / KBO	Business Office / Key Business Office / Service Centre
SVC/LH	Service Claim Centre
INR	Indian Rupees
IP	Internet Protocol
IRM	Information Rights Management
IT	Information Technology
LAN	Local Area Network
Mbps	Million Bits per Second
MPLS	Multi-Protocol Label Switching
PO	Purchase Order
OEM	Original Equipment Manufacturer
OICL	Oriental Insurance Company Limited
OS	Operating System
RFP	Request for Proposal
SOW	Scope of Work
T&C	Terms & Conditions
TCO	Total Cost of Ownership
TO	Technical Offer
ToR	Terms of Reference
UAT	User Acceptance Test
<u>SME</u>	<u>Subject Matter Expert</u>
<u>OEM</u>	<u>Original Equipment Manufacturer</u>



## **1 Introduction**

### **1.1 About the Company**

The Oriental Insurance Company Limited (OICL), a public sector undertaking dealing in non-life insurance, is ahead of its peers in the industry in adopting Information Technology. OICL has been enjoying the highest rating from leading Indian Credit Rating agencies such as CRISIL and ICRA.

OICL has its Head Office at New Delhi, Primary Data Centre (PDC) at Bengaluru and Secondary Data Centre (SDC/DR) at Navi Mumbai, 28 Regional offices in various cities, Oriental Staff Training College (OSTC) at Faridabad, 1292+ Business offices, Regional Training Centers, 13 Corporate Business office, 80+ Service Claim Centres, 75+ Legal Hubs and 20+ Key Business offices geographically spread out across India. Currently head office has 5 buildings located in New Delhi along with OSTC Faridabad.

As on date, all offices of OICL are provisioned with dual active-active links using MPLS over RF, leased lines etc. Further, Roam connectivity is provided to BCs and Micro Offices. For more than a decade, OICL has leveraged information technology to serve its customers effectively. The company also has a presence in Nepal, Dubai and Kuwait.

Apart from the Core-Insurance application (INLIAS), OICL has various centralized applications like web portal, E-mail, Video Conferencing, HRMS etc. hosted at its Data Centers at Bengaluru and Navi Mumbai. These Data Centers are equipped with Rack Mounted Servers, Blade Servers, Enterprise Class Storage systems, Tape Libraries, SAN Switches, Backup Solution and other related tools and solutions.

The company has sold more than 7 million new policies in the year 2022-23. The Company has more than 100 General Insurance products to cater to the varied insurance needs of its customers. It also has a strong workforce of about 8,000 employees and over 40,000 agents. The Company has a web portal <https://orientalinsurance.org.in> for use of its customers and agents with a provision for premium calculator, payment gateway and online issue/ renewal of policies.

### **1.2 Notice Inviting Bids**

The Deputy General Manager (IT), The Oriental Insurance Company Limited invites online bids from eligible companies / organizations/firms for Annual Maintenance Contract of data center equipment and its associated components to OICL for a period of 1 year.

The selected Bidder is required to familiarize itself with OICL's environment before the start of the contract.

### **1.3 Project Objective**

The Oriental Insurance Company Ltd. (OICL) envisages to select a vendor for Annual Maintenance Contract for data center equipment and its associated components as defined under section 2.2 "Existing Inventory/setup" in this document. OICL proposes to invite online bids from eligible Bidders having proven past experience in providing services as mentioned in subsequent sections of this RFP.



## 1.4 Schedule of Events

General Details																	
Department's Name	Information Technology Department																
Scope of Work	RFP for Annual Maintenance Contract for Data Center equipment and its associated components.																
Tender Details	Request for Proposal for Annual Maintenance Contract Data Center Equipment																
Tender Type	Open																
Tender No.	OICL/HO/ITD/AMC/2023/01 Dated 23/11/2023																
Consortium	Not Allowed																
Download Tender Documents	Tender Document can be downloaded from OICL's website- <a href="https://orientalinsurance.org.in">https://orientalinsurance.org.in</a>																
Key Dates																	
Document Purchase Start Date	23/11/2023																
Document Purchase End Date and Time	18/12/2023, 3PM																
Last Date and Time for receipt of pre-bid queries	30/11/2023, 3PM																
Pre-Bid Meeting Date, Time and Location*	05/12/2023, 3PM																
Last Date and Time for submission of Bids	18/12/2023, 3PM																
Date and Time of Eligibility cum Technical Bid Opening	18/12/2023, 3:30 PM																
Presentation by Qualified Bidders	Will be communicated																
Opening of Commercial bid	Will be communicated																
Declaration of L1 Bidder	Will be communicated																
Payment Details																	
Tender Fees (INR)	<p>INR 5,000 (Rupees Five Thousand only) by crossed Demand Draft/Banker's Pay Order/ Online transfer in favour of "The Oriental Insurance Company Limited" payable at New Delhi. The RFP Document Price is non-refundable and inclusive of taxes. In case of Online transfer:</p> <table><tr><td>Name of Bank A/c (i.e. beneficiary)</td><td>The Oriental Insurance Company Limited</td></tr><tr><td>Name of the Bank</td><td>UCO Bank</td></tr><tr><td>Address of the Bank</td><td>4/2B, Asaf Ali Road Near Delite Cinema, New Delhi – 110002</td></tr><tr><td>Bank Branch Name</td><td>Asaf Ali Road</td></tr><tr><td>Account type</td><td>Current</td></tr><tr><td>Account No</td><td>01150200000009</td></tr><tr><td>IFSC Code</td><td>UCBA0000115</td></tr><tr><td>Nine digit MICR Code No</td><td>110028003</td></tr></table> <p>(Exempt for eligible entities (i.e. MSME/NSIC), as per Government of India Guidelines, subject to submission of the</p>	Name of Bank A/c (i.e. beneficiary)	The Oriental Insurance Company Limited	Name of the Bank	UCO Bank	Address of the Bank	4/2B, Asaf Ali Road Near Delite Cinema, New Delhi – 110002	Bank Branch Name	Asaf Ali Road	Account type	Current	Account No	01150200000009	IFSC Code	UCBA0000115	Nine digit MICR Code No	110028003
Name of Bank A/c (i.e. beneficiary)	The Oriental Insurance Company Limited																
Name of the Bank	UCO Bank																
Address of the Bank	4/2B, Asaf Ali Road Near Delite Cinema, New Delhi – 110002																
Bank Branch Name	Asaf Ali Road																
Account type	Current																
Account No	01150200000009																
IFSC Code	UCBA0000115																
Nine digit MICR Code No	110028003																



General Details	
	<i>relevant certificate. Certificate shall be valid on the date of Bid Submission)</i>
EMD Amount (INR)	Bid Security Declaration as per format provided in Annexure 5 to be submitted
Bid Validity	As per Tender Document
Performance Bank Guarantee (for successful Bidder)	As per Tender Document
Other Details	
Mode of Tender	Online
Contact details of e-Tender service provider	GeM Portal
Contact Information	Deputy General Manager Information Technology Department, The Oriental Insurance Company Limited, 2 <sup>nd</sup> Floor, NBCC Office Complex, East Kidwai Nagar, Office Block 4, New Delhi- 110023 Tel: +91 11 24348202 E-mail: <a href="mailto:tender@orientalinsurance.co.in">tender@orientalinsurance.co.in</a>

*\*It is mandatory for the Bidder to purchase the tender document so as to participate in the pre-bid meeting.*

*\*The Pre-bid meeting will be held via video-conferencing at head office and also via video-conferencing, link for the same will be sent on mail.*

1. OICL reserves the exclusive right to make any amendments / changes to or cancel any of the above actions or any other action related to this RFP.
2. If any of the above dates is declared a holiday for OICL, the next working date will be considered. OICL reserves the right to change the dates mentioned in the RFP.

### 1.5 Availability of tender document

Non-transferable RFP document containing conditions of pre-qualification, detailed requirement specifications as also the terms and conditions can be obtained from the address given below:

**The Oriental Insurance Company Limited**  
**Information Technology Department, 2<sup>nd</sup> Floor,**  
**NBCC Office Complex, East Kidwai Nagar,**  
**Office Block 4, New Delhi- 110023**

The RFP document will be available for sale at the above address on all working days as per the date and time specified in section 1.4 Schedule of Events on payment of non-refundable Tender Fee of Rs. 5,000/- (Rupees Five thousand only) [Exempt for eligible entities (i.e. MSME/NSIC), as per Government of India Guidelines, subject to submission of the relevant certificate. Certificate shall be valid on the date of Bid Submission] by crossed Demand Draft/ Banker's Pay Order/ Online Transfer in favor of "The Oriental Insurance Company Limited" payable at New Delhi. **Tender fee is inclusive of all taxes.**

A Copy of the Tender document is available on the web portal [www.orientalinsurance.org.in](http://www.orientalinsurance.org.in) under the link 'Tenders'. Bidders have to purchase Tender document in order to submit bids. Please note



that the Company shall not accept any liability for non-receipt/non-delivery of bid document(s) in time.

## 1.6 Eligibility Criteria

#	Eligibility Criteria	Documents Required
1	Should be a public / private limited company registered in India.	Certificate of Incorporation
2	The Bidder should have been in existence for a minimum period of Five years in India.	Certificate of Incorporation
3	The Bidder should have a minimum turnover of Rs. 20 crores per annum in last three financial years (2020-21, 2021-22 and 2022-23).	1. Audited Financial statements for the respective financial years and/or 2. Published Balance Sheet and/or 3. CA Certificate
4	The Bidder should have a positive net worth in the last three financial years (2019-20, 2020-21, 2021-22 and 2022-23).	
5	Bidder must have valid ISO 9001: 2015 or ISO/IEC 27001:2013/2022 ISO 20001certificates on the date of submission of bid	Copy of relevant certifications
6	The Bidder should not be blacklisted by any Government or PSU enterprise in India as on the date of the submission of bid.	Self-Declaration letter by Bidder authorized signatory.
7	The Bidder should hold a valid GST Number & PAN Card and should be registered with the appropriate authorities for all applicable statutory taxes/duties.	1. Copy of GST certificate to be submitted 2. Copy of PAN Card to be submitted
8	The Bidder should have an experience providing AMC Services (minimum period of one year) of the following components and must have executed at least one project of similar nature in any BFSI/GOVT/PSU in India in preceding five years: <ol style="list-style-type: none"><li>1. Enterprise Storage System</li><li>2. Tape Library/backup Solution</li><li>3. Servers</li><li>4. Proxy Appliance</li><li>5. Core / DMZ/ Distribution /SAN Switches</li><li>6. Server Load Balancer/Application Delivery controller</li></ol>	1. Copy of original PO / Contract highlighting the following details: a) Date of PO / Contract b) Name of Parties c) Scope of Work 2. Completion Certificate or Installation Report or Satisfactory Progress of project from client.
10	The Bidder should be Original Equipment Manufacturer (OEM) or its Authorized reseller/seller or partner of the products offered	A valid Manufacturer Authorization Form from the OEM as per Annexure 14



**Note:**

1. Bidders need to ensure compliance to all the eligibility criteria points.--
2. In-case of corporate restructuring the earlier entity's incorporation certificate, financial statements, Credentials, etc. may be considered.
3. In case of business transfer where Bidder has acquired a Business from an entity ("Seller"), work experience credentials of the Seller in relation to the acquired Business may be considered.
4. Purchase orders without relevant organization confirmation through a credential letter will not be considered as credentials.
5. If an agent submits a bid on behalf of the Bidder/ OEM, the same agent shall not submit a bid on behalf of another Principal/ OEM for the same solution.
6. While submitting the bid, the Bidder is required to comply with inter alia the following CVC guidelines detailed in Circular No. 03/01/12 (No.12-02-6 CTE/SPI (I) 2 / 161730 dated 13.01.2012): 'Commission has decided that in all cases of procurement, the following guidelines may be followed:
  - a. *In a RFP, either the Indian agent on behalf of the Bidder/OEM or Bidder/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same RFP. The reference of 'item/product' in the CVC guidelines refer to 'the final solution that bidders will deliver to the customer.*
  - b. *If an agent submits bid on behalf of the Bidder /OEM, the same agent shall not submit a bid on behalf of another Bidder /OEM in the same RFP for the same item/product.'*

## 1.7 Project Timelines

Project Timeline is as follows:

Activity	Timeline
AMC Start Date	<ol style="list-style-type: none"><li>1. Equipment which are under valid support services and has not been declared End-of –Support from the OEM, AMC Services shall start from the date expiry or date of issuance purchase order whichever is earlier.</li><li>2. Equipment which are declared End-of-Support from the OEM, Bidder needs to provide AMC services on best effort basis from the date of issuance of purchase order.</li></ol>

## 1.8 Escalation Matrix

OICL as well as the Bidder will decide an escalation matrix to resolve any issues that may crop up during project period. Both OICL and the Bidder shall inform the names of the persons, designation, Email ids and their telephone numbers for the escalation matrix to be effective.

## 1.9 Contract Period

The initial term for the contract will be valid till 31<sup>st</sup> July 2024. Further the contract may be extended for a quarter one at a time (max. up to two times only), The bidder needs to quote price for the same under Appendix 1 "Bill Of material"





## 2 Scope of Work

The scope of work for this project would include Annual Maintenance Contract for data center equipment and its associated components hosted at DC and DR as defined under section 2.2 “Existing Inventory/setup”. The tenure of the contract would be as per clause 1.9 of the RFP for the hardware and software.

### 2.1 Annual Maintenance

- 1) The equipment shall be under comprehensive annual maintenance contract covering all parts / components and AMC should be back to back from OEM and comprehensive in nature.
- 2) During the period of AMC, it will be mandatory on the part of the Bidder to attend and resolve breakdown calls (if any) as per the parameters/ time-frame defined in the SLA Section 7 of this document. Breakdown penalty (if any) will be charged as per the terms defined in SLA section. The Bidder shall provide the support services like repair, replacement to resolve the problem as per the service levels.
- 3) In the event of maintenance/ repair of any unit is to be carried out at any of the workshop or location outside OICL premises, the Bidder shall make all arrangements for removal and transportation of equipment to such location and back to OICL location at their risk and cost and will hand over the systems in 100% working condition after repair/maintenance. A standby of same Make/ Model/ configuration or of higher configuration should be provided whenever such removal of installed equipment is taken away by Bidder for repair/maintenance, failing which, penalty as per provisions of SLA will be applicable. If the supplied equipment are to be replaced permanently due to the Bidder's inability to provide spares or maintain the equipment, the Bidder shall replace the equipment of same Make/ Model/configuration or of higher configuration. However, OICL may accept different make/model/ configuration at its discretion if the original make/model/ configurations are not available in the market due to obsolescence or technological up gradation.
- 4) The Bidder shall provide support including management and administration of software by applying software patches/ service packs and keep the solution updated or upgraded with the functionalities; compression-protocol updates etc. to latest version without any additional cost to OICL.
- 5) OICL will not be liable to pay any additional amounts in respect of any sort of maintenance covered under the scope of this tender during the tenure of the contract. Free on-site maintenance services shall be provided by the Bidder during the period of contract.
- 6) During the AMC period, Bidder will have to undertake system maintenance and replacement or repair of defective server equipment.
- 7) Upon receipt of such notice the Bidder shall, as mentioned below, repair or replace the defective goods or parts thereof, without any cost to OICL.
- 8) If during operation, the down time of any piece of equipment or component thereof does not prove to be within reasonable period (as per the SLA), the Bidder shall replace the unit of component with another of the same performance and quality or higher, at no cost to OICL.
- 9) Further provided that OICL may, during the currency of the contract, shift the goods wholly or in part to other location(s) within the Country and in such case the Bidder undertakes to shift



the equipment to new location as specified by OICL and continue to maintain the goods at the new location without any other additional cost to OICL.

- 10) Exclusions: In case of partial/ full damage or loss of equipment due to reasons beyond the control of OICL like (a) accident or negligence by OICL, (b) causes external to the equipment such as electrical power fluctuations and failures etc. (c) Theft, fires, riots, strikes or acts of enemy etc., the Bidder would not be penalized. However, the onus of such proof will be on the Bidder. In such circumstances also, the Bidder should be in a position to supply a functional standby equipment with same configuration or higher and restore all the services.
- 11) Agreed AMC charges will be paid quarterly in arrears after deduction of penalty (if any). Taxes will be applicable as per prevailing tax rules.
- 12) The successful bidder shall provide a centralized helpdesk/ customer care centre telephone number/ email/ fax number for attending complaints. The helpdesk/ customer care centre shall operate 24\*7\*365.
- 13) The bidder is expected to meet the defined SLA's of response time. If at any stage during the contract period, performance degrades due to any reason, the bidder is liable to take or suggest corrective steps with respect to hardware /software addition or upgradation, customization etc. to OICL.
- 14) A detailed escalation plan shall have to be submitted before the commissioning of the services, consisting of not more than 4 tiers from helpdesk to Global/Country Service Manager.
- 15) Any item of work/services/equipment not specifically mentioned above but considered essential for the completion of the work in all respect shall be deemed to be included in the scope of work (SOW).
- 16) The Bidder has to coordinate with other software/hardware/services vendors contracted by the OICL to resolve any hardware, system software and integration issues with existing systems and applications. This will also include future plans for IPV4 to IPV6 migration.
- 17) Review of business and technical requirements with OICL for the systems installed and its configuration.
- 18) All required settings and configurations will be the responsibility of the services team.
- 19) File system configuration, Storage configuration and Network configuration.
- 20) The bidder shall coordinate in advance with the concerned officers/ officials of the concerned site for the suitable day and time for such preventive maintenance.

## 2.2 Existing inventory/setup

The existing setup at DC and DR is as given below:

Asset Description	Make	Model	Qty at DC - BNG	Qty at DR -MUM	Serial Numbers at DC BNG	Serial Numbers at DR MUM
Enterprise Storage System	EMC/Dell	VMAX100K	1	1	CK296800934	CK296800933



Request for Proposal for Annual Maintenance Contract  
of Data Center Equipment

Asset Description	Make	Model	Qty at DC - BNG	Qty at DR -MUM	Serial Numbers at DC BNG	Serial Numbers at DR MUM
SAN Switch	Brocade	DS6520	2	2	BRCCHQ1902M00K , BRCCHQ1902M00M	BRCCHQ1902M00J , BRCCHQ1902M00F
FC-IP Routers	Brocade	MP7800 FC-IP	2	2	BRCASS1950L00H , BRCASS1950L00F	BRCASS1950L00D , BRCASS1950L00M
Tape Library	Oracle	SL 150	1	1	464970G+1622BA6419	464970G+1622SY5 572
Server Chassis	Cisco	UCS 5108	3	2	FOX2004GKMK, FOX2004GKPM , FOX2004G4CJ	
Servers	Cisco	UCS B200 M4	23	13	FCH201770BB, FLM2014G5DD, FLM2014G5U2, FLM2014G5TY, FLM2014G6QX, FLM2014G6T6, FLM2014G5EE, FLM2014G6RE, FLM2014G5DW, FLM2014G5TF, FCH20167NXP, FCH20167NGX, FCH20167ME1, FCH20167P77, FCH2012J3KM, FCH20137JP2,FCH2016 7NYC, FCH20167PN7, FCH20167P92, FLM2014G6RH, SSI194800KQ, SSI194800KR	FLM2014G385 , FLM2014G5DK , FLM2014G5U5 , FLM2014G6RM , FLM2014G5EG , FLM2014G5AP , FLM2014G5FH, FCH201670T5 , FCH201771TP , FLM2014G5TM , FLM2014G5DF , FLM2014G69C , FLM2014G6FY , FLM2014G6NX,FL M2014G6QN , FLM2014G5TR
Servers : CTA and OEM	Cisco	UCSC- C240-M4S	2	2	FCH2016V0JO, FCH2016VO5V	FCH2016V0JT , FCH2016V0GT
Proxy Appliance	Cisco	WSA – S690-K9	2	2	FCH2016V2A5, FCH2016V2HY,	FCH2016V2A5 , FCH2016V2HY
Core Switch	Cisco	N9K- C9508-B3	2	2	FGE1951162Y, FGE195216LC	FGE195216LC , FGE1951162Y
DMZ Switch	Cisco	N9K- C9396PX	2	2	SAL1928JYQZ, SAL1927J6NC	SAL2006Y957 , SAL1930KME1
Distribution Switch	Cisco	N9K- C9396PX	4	4	SAL1927J6RD, SAL2006Y9AD, SAL1951VHQ2, SAL1927J6TC	SAL1927J6SE , SAL1927J6SY , FDO220216J1 , SAL2006Y9BE
Server Load	Radware	Alteon	2	2	31602022, 31603159	31603168 ,



Asset Description	Make	Model	Qty at DC - BNG	Qty at DR -MUM	Serial Numbers at DC BNG	Serial Numbers at DR MUM
Balancer		6420XL				31603170
Application Delivery controller	Radware	Alteon 6420XL	2	2	31603147, 31507361	31603169 , 31404007-1
Desktop	Acer Veriton	M series	8	8	-	-

## 2.3 Geographical Location

For the purpose of solution/equipment implementation, the location of different sites is as follows:

Site Name	City	State
Primary Data Centre(DC)	Bengaluru	Karnataka
Secondary Data Center (DR)	Navi Mumbai	Maharashtra

Note: If OICL shifts any of the sites to a new location, the successful Bidder shall provide respective services from the new location.

## 3 Terms & Conditions

### 3.1 General

#### 3.1.1 Definitions

OICL/ PURCHASER/ BUYER: Shall mean The Oriental Insurance Company Limited

#### 3.1.2 Amendment to Bid Document

At any time prior to the deadline for submission of Bids, OICL may for any reason either on its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document, by amendment.

All prospective Bidders that have received the Bid Document will be notified of the amendment. The same will be binding on them. In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, OICL may, at its discretion, extend the deadline for a reasonable period to be decided by OICL for the submission of Bids. Details will be communicated and published on our portal <https://orientalinsurance.org.in>.

3.1.2.1. OICL also reserves the right to change any terms and conditions of the RFP and its subsequent addendums as it deems necessary at its sole discretion. OICL will inform the Bidder about changes, if any before the deadline of bids submission.

3.1.2.2. OICL may revise any part of the RFP, by providing an addendum to the Bidder at stage till commercial bids are opened. OICL reserves the right to issue revisions to this RFP at any time before the deadline for bid submissions.

3.1.2.3. OICL reserves the right to extend the dates for submission of responses to this document.

3.1.2.4. Bidder shall have the opportunity to clarify doubts pertaining to the RFP in order to clarify any issues they may have, prior to finalizing their responses. All queries/questions are to be submitted to the Deputy General Manager, IT at the address mentioned below



and should be received by the point of contact not later than the date and time specified in section 1.4 Schedule of Events. Responses to inquiries and any other corrections and amendments will be distributed to the Bidder by electronic mail format or hardcopy letter, at the sole discretion of OICL.

The Deputy General Manager  
Information Technology Department,  
The Oriental Insurance Company Limited, 2<sup>nd</sup>  
Floor, NBCC Office Complex, East Kidwai  
Nagar, Office Block 4,  
New Delhi- 110023 Tel: +91 11 24348202

- 3.1.2.5. **Preliminary Scrutiny** – OICL will scrutinize the offer to determine whether it is complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. OICL may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on the Bidder and OICL reserves the right for such waivers and OICL's decision in the matter will be final.
- 3.1.2.6. **Clarification of Offer** – To assist in the scrutiny, evaluation and comparison of offer, OICL may, at its discretion, ask the Bidder for clarification of their offer. OICL has the right to disqualify the Bidder whose clarification is found not suitable to the proposed project.
- 3.1.2.7. OICL reserves the right to make any changes in the terms and conditions of purchase in accordance with the pre bid clarification. OICL will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations to changes made after pre-bid clarification.
- 3.1.2.8. **Erasures or Alterations** – The offer containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure / manual" is not acceptable. OICL may treat the offers not adhering to these guidelines as unacceptable.
- 3.1.2.9. **Right to Alter Quantities** – OICL reserves the right to alter the requirements specified in the tender. OICL also reserves the right to delete or increase one or more items from the list of items specified in the tender. OICL will inform the Bidder about changes, if any. In the event of any alteration in the quantities the price quoted by the Bidder against the item would be considered for such alteration. The Bidder agrees that the prices quoted for each line item & component is valid for period of contract and can be used by OICL for alteration in quantities. Bidder agrees that there is no limit on the quantities that can be altered under this contract. During the contract period the Bidder agrees to pass on the benefit of reduction in pricing for any additional items to be procured by OICL in the event the market prices / rate offered by the bidder are lower than what has been quoted by the Bidder as the part of commercial offer. Any price benefit in the products, licenses, software, services & equipment should be passed on to OICL within the contract period.

### 3.1.3 Sub-contracts

In case sub-contracting any of the activities under the scope of this RFP is required, the Bidder needs to notify and take prior permission in writing from OICL. It is clarified that notwithstanding the use of sub-contractors by the Bidder, the Bidder shall be solely responsible for performance of all obligations under the RFP irrespective of the failure or inability of the subcontractor chosen



by the Bidder to perform its obligations. The Bidder shall also have the responsibility for payment of all dues and contributions, as applicable including any statutory requirement and compliance. No additional cost will be incurred by OICL on account of sub-contract, if any.

#### **3.1.4 Conditional bids**

Conditional bids shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of bids.

#### **3.1.5 Submission of Bids**

Bidders shall submit the Bids online. For details please refer RFP Section 5 – Instruction to Bidders.

#### **3.1.6 Performance Security**

Within 15 days after the receipt of Notification of Award from OICL, the Bidder shall furnish performance security to OICL as per Annexure - 6, which shall be equal to 3 percent (3%) of the value of the contract - valid till date of expiry of Contract period in the form of a bank guarantee from a nationalized/ scheduled bank as per the norms laid by the RBI.

Failure by Bidder to submit the Performance security will result in invocation of Bid security held by the Company (OICL).

#### **3.1.7 Pre-Bid Meeting**

All queries/ requests for clarification from Bidders must reach us by e-mail (**tender@orientalinsurance.co.in**) or in person. Format for the queries / clarification is provided in “Annexure 4 - Query Format”. No clarification or queries will be responded in any other format. OICL will respond to any request for clarification of the tender document in the pre-bid meeting.

The Representatives of Bidders attending the pre-bid meeting must have proper authority letter to attend the same and must have purchased the Tender document.

Any modification to the Bidding Documents, which may become necessary as a result of the pre-bid meeting, shall be made by the Company exclusively through the issuance of an Addendum and not through the minutes of the pre-bid meeting.

#### **3.1.8 Delay in Bidder's performance**

The start date for services and performance of service shall be made by the Bidder in accordance with the time schedule specified by OICL in the contract.

Any unexcused delay by the Bidder in the performance of his implementation/service/other obligations shall render the Bidder liable to any or all of the following sanctions: forfeiture of his performance security, imposition of liquidated damages, and/ or termination of the contract for default.

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





### 3.1.9 Payment Terms

The Bidder must accept the payment terms proposed by OICL. The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by OICL. Any deviation from the proposed payment terms would not be accepted. OICL shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of OICL.

All / any payments will be made subject to compliance of Service Levels defined in the RFP document. OICL shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of OICL. If any of the items / activities as mentioned in the price bid is not taken up by OICL during the course of the assignment, OICL will not pay the fees quoted by the Bidder in the price bid against such activity / item.

Payment terms are as follows:

Item	Payment	Documents to be Submitted
AMC	25% of the Annual Charges at the end of each quarter	Quarterly call reports, MIS Reports

### 3.1.10 Mode of Payment

OICL shall make all payments only through Electronic Payment mechanism (viz. ECS).

### 3.1.11 Penalties and delays in Bidder's performance

In case the vendor fails to meet the SLA mentioned in section 7, penalty will be imposed as mentioned in section 7 Service Level Agreement

### 3.1.12 Currency of Payments

Payment shall be made in Indian Rupees (INR) only.

## 3.2 Other RFP Requirements

- The Head Office of OICL is floating this RFP. However, the Bidder getting the contract shall provide services, procured through this RFP, at OICL's DC and DRS or at such centers as OICL may deem fit and the changes, if any, in the locations will be intimated to the Bidder.
- Technical Inspection and Performance Evaluation - OICL may choose to carry out a technical inspection/audit and performance evaluation of products/services offered by the Bidder. The Bidder would permit OICL or any person / persons appointed by OICL to observe the technical and performance evaluation / benchmarks carried out by the Bidder. Any expenses (performing the benchmark, travel, stay, etc.) incurred for the same would be borne by the Bidder and under no circumstances the same would be reimbursed to the Bidder by OICL.
- The Bidder's representative/local office at New Delhi will be the contact point for OICL. The delivery status of equipment/part should be reported on a weekly basis.
- OEM's Authorization Form – The Bidder should furnish a letter from original equipment manufacturer.

## 4 Terms of Reference ('ToR')

### 4.1 Contract Commitment

OICL intends that the contract, which is contemplated herein with the Bidder, shall be for a period of one year.



## 4.2 Completeness of Project

The project will be deemed as incomplete if the desired objectives of the project Section 2 – Scope of Work of this document are not achieved and the decision of OICL shall be final.

## 4.3 Compliance

Compliance with all applicable laws: The Bidder shall undertake to observe, adhere to, abide by, comply with and notify OICL about all laws in force including labour laws or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect OICL and its employees/ officers/ staff/ personnel/ representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

**Compliance in obtaining approvals/permissions/licenses:** The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate OICL and its employees/ officers/ staff/ personnel/ representatives/ agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and OICL will give notice of any such claim or demand of liability within reasonable time to the Bidder.

This indemnification is only a remedy for OICL. The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by OICL arising out of claims made by its customers and/or regulatory authorities.

## 4.4 Assignment

OICL may assign the Services provided therein by the Bidder in whole or as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. OICL shall have the right to assign such portion of the services to any of the sub-contractors, at its sole option, upon the occurrence of the following: (i) Bidder refuses to perform; (ii) Bidder is unable to perform; (iii) termination of the contract with the Bidder for any reason whatsoever; (iv) Expiry of the contract. Such right shall be without prejudice to the rights and remedies, which OICL may have against the Bidder. The Bidder shall ensure that the said subcontractors shall agree to provide such services to OICL at no less favorable terms than that provided by the Bidder and shall include appropriate wordings to this effect in the agreement entered into by the Bidder with such sub-contractors. The assignment envisaged in this scenario is only in certain extreme events such as refusal or inability of the Bidder to perform or termination/expiry of the contract.

## 4.5 Canvassing/Contacting

Any effort by a Bidder to influence the Company in its decisions on Bid evaluation, Bid comparison or award of contract may result in the rejection of the Bidder's Bid. No Bidder shall contact the Company on any matter relating to its Bid, from the time of opening of Commercial Bid to the time the Contract is awarded.





#### **4.6 Indemnity**

The Bidder should indemnify OICL (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- a) Non-compliance of the Bidder with Laws / Governmental Requirements
- b) IP infringement
- c) Negligence and misconduct of the Bidder, its employees, and agents
- d) Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages.

#### **4.7 Inspection of Records**

All Bidder records with respect to any matters covered by this tender shall be made available to OICL or its designees at any time during normal business hours, as often as OICL deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. OICL's auditors would execute confidentiality agreement with the Bidder, provided that the auditors would be permitted to submit their findings to OICL, which would be used by OICL. The cost of the audit will be borne by OICL. 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.

#### **4.8 Publicity**

Any publicity by the Bidder in which the name of OICL is to be used should be done only with the explicit written permission of OICL.

#### **4.9 Solicitation of Employees**

Both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and one year thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period of the contract and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party. The above restriction would not apply to either party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party (ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.

#### **4.10 Information Ownership**

All information processed, stored, or transmitted by Bidder equipment belongs to OICL. By having the responsibility to maintain the equipment, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

#### **4.11 Sensitive Information**

Any information considered sensitive must be protected by the Bidder from unauthorized disclosure, modification or access.



Types of sensitive information that will be found on OICL systems the Bidder may support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.

#### **4.12 Confidentiality**

Bidder understands and agrees that all materials and information marked and identified by OICL as 'Confidential' are valuable assets of OICL and are to be considered OICL's proprietary information and property. Bidder will treat all confidential materials and information provided by OICL with the highest degree of care necessary to insure that unauthorized disclosure does not occur. Bidder will not use or disclose any materials or information provided by OICL without OICL's prior written approval.

Bidder shall not be liable for disclosure or use of any materials or information provided by OICL or developed by Bidder which is:

- a. possessed by Bidder prior to receipt from OICL, other than through prior disclosure by OICL, as documented by Bidder's written records;
- b. published or available to the general public otherwise than through a breach of Confidentiality; or
- c. obtained by Bidder from a third party with a valid right to make such disclosure, provided that said third party is not under a confidentiality obligation to OICL; or
- d. Developed independently by the Bidder.

In the event that Bidder is required by judicial or administrative process to disclose any information or materials required to be held confidential hereunder, Bidder shall promptly notify OICL and allow OICL a reasonable time to oppose such process before making disclosure. Bidder understands and agrees that any use or dissemination of information in violation of this Confidentiality Clause will cause OICL irreparable loss, may leave OICL with no adequate remedy at law and OICL is entitled to seek to injunctive relief.

Nothing herein shall be construed as granting to either party any right or license under any copyrights, inventions, or patents now or hereafter owned or controlled by the other party.

The requirements of use and confidentiality set forth herein shall survive the expiration, termination or cancellation of this tender.

Nothing contained in this contract shall limit the Bidder from providing similar services to any third parties or reusing the skills, know-how, and experience gained by the employees in providing the services contemplated under this contract. The confidentiality obligations shall survive for a period of five years post the termination/expiration of the Agreement.

#### **4.13 Force Majeure**

The Bidder shall not be liable for forfeiture of his performance security, liquidated damages or termination for default, if and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of OICL either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, pandemic, quarantine restrictions and freight embargoes.



If a Force Majeure situation arises, the Bidder shall promptly notify OICL in writing of such conditions and the cause(s) thereof. Unless otherwise directed by OICL, the Bidder shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

#### **4.14 Termination for Default**

OICL may, without prejudice to any other remedy for breach of contract, by 30 calendar days written notice of default sent to the Bidder, terminate the contract in whole or in part:

- a) If the Bidder fails to deliver any or all of the Solution, Tools and services within the time period(s) specified in the contract, or any extension thereof granted by OICL; or
- b) If the Bidder fails to perform any other obligation(s) under the contract

In the event of OICL terminating the contract in whole or in part, pursuant to above mentioned clause, OICL may procure, upon such terms and in such manner, as it deems appropriate, goods and services similar to those undelivered and the Bidder shall be liable to OICL for any excess costs incurred for procurement of such similar goods or services (capped at 5% differential value). However, the Bidder shall continue performance of the contract to the extent not terminated.

#### **4.15 Termination for Insolvency**

OICL may, at any time, terminate the contract by giving written notice to the Bidder, without any compensation to the Bidder, whatsoever if:

- i. The Bidder 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 OICL.
- ii. the Supplier being a company is wound up voluntarily or by the order of a court or a receiver, or manager is appointed on behalf of the debenture/shareholders or circumstances occur entitling the court or debenture/shareholders to appoint a receiver or a manager, provided that such termination will not prejudice or affect any right of action or remedy accrued or that might accrue thereafter to the OICL.

#### **4.16 Termination for Convenience**

OICL may send by 30 calendar days written notice to the Bidder to terminate the contract, in whole or in part at any time of their convenience. The notice of termination shall specify the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. In the event of the Bidder wishing to terminate this agreement, the Bidder may send by 90 calendar days written notice to OICL to terminate the contract, in whole or in part at any time of their convenience. The notice of termination shall specify the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

The goods and services that are complete and ready for shipment within 30 calendar days after the receipt of notice of termination by the Bidder shall be purchased by OICL at the contracted terms and prices. For the remaining goods and services, OICL may elect:

- i. To have any portion completed and delivered at the contracted terms and prices; and/ or
- ii. To cancel the remainder and pay to the Bidder a mutually agreed amount for partially completed goods and services and for materials and parts previously procured by the Bidder and the decision of OICL shall be final.



#### **4.17 Resolution of disputes**

OICL and the Bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers of OICL and the Bidder, any disagreement or dispute arising between them under or in connection with the contract. If OICL project manager and the Bidder project manager are unable to resolve the dispute they shall immediately escalate the dispute to the senior authorized personnel designated by the Bidder and OICL respectively. If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Bidder and OICL, OICL and the Bidder have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution through formal arbitration. All questions, claims, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties failing which the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as the presiding arbitrator. The Arbitration and Reconciliation Act, 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be New Delhi. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at New Delhi alone shall have the jurisdiction in respect of all matters connected with the Contract. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either Party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

#### **4.18 Governing Language**

The contract shall be written in the language of the bid i.e. English. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in that same language. English Language version of the contract shall govern its implementation.

#### **4.19 Applicable Law**

The contract shall be interpreted in accordance with the Indian Laws for the time being in force and will be subject to the exclusive jurisdiction of Courts at Delhi (with the exclusion of all other Courts)

#### **4.20 Prices**

The prices quoted (in Appendix 1 - Bill of Material submitted by the Bidder) for the solution and services shall be firm throughout the period of contract and shall not be subject to any escalation.

#### **4.21 Taxes & Duties**

The Bidder shall be entirely responsible for all taxes, duties, license fees, and demurrage charges etc., incurred until delivery of the contracted goods & services to OICL. However, local levies (if any), in respect of transaction between OICL and Bidder, will be reimbursed by OICL, on submission of proof of actual transaction. If there is any increase/decrease in taxes/ duties due to any reason whatsoever, after Notification of Award, the same shall be passed on to OICL.



#### **4.22 Deduction**

Payments shall be subject to deductions (such as TDS) of any amount, for which the Bidder is liable under the agreement against this tender.

#### **4.23 No Claim Certificate**

The Bidder shall not be entitled to make any claim whatsoever against OICL under or by virtue of or arising out of this contract, nor shall OICL entertain or consider any such claim, if made by the Bidder after he shall have signed a "No Claim" certificate in favor of OICL in such forms as shall be required by OICL after all payments due to the Bidder/Supplier are made in full.

#### **4.24 Cancellation of the contract & compensation**

OICL reserves the right to cancel the contract placed on the selected Bidder and recover expenditure incurred by the Company in the following circumstances:

- i. The selected Bidder commits a breach of any of the terms and conditions of the bid.
- ii. The selected Bidder goes in to liquidation voluntarily or otherwise.
- iii. The progress made by the selected Bidder is found to be unsatisfactory
- iv. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.

OICL reserves the right to cancel the AMC placed on the selected Bidder and recover AMC payment made by the Company, if the service provided by them is not satisfactory.

After the award of the contract, if the selected Bidder does not perform satisfactorily or delays execution of the contract, OICL reserves the right to get the balance contract executed by another party of its choice by giving thirty day's written notice for the same to Bidder. In this event, the selected Bidder is bound to make good the additional expenditure (capped at 5% differential value), which OICL may have to incur in executing the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.

If the Contract is cancelled, OICL shall deduct payment on pro-rata basis for the unexpired period of the contract

#### **4.25 Rights reserved by OICL**

- i. Company reserves the right to accept or reject any or all Bids without assigning any reasons.
- ii. Company reserves the right to verify the validity of information given by the Bidders. If at any future point of time, it is found that the Bidder had made a statement, which is factually incorrect, OICL will reserve the right to disqualify the Bidder from bidding prospectively for a period to be decided by OICL and take any other action as maybe deemed necessary.
- iii. OICL reserves the right to issue a fresh RFP for this project at any time during the validity of the contract period with the selected Bidder.

#### **4.26 Limitation of Liability**

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



#### 4.27 Waiver

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

#### 4.28 Violation of terms

OICL clarifies that OICL shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this tender document. These injunctive remedies are cumulative and are in addition to any other rights and remedies OICL may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

#### 4.29 Adherence to Terms and Conditions

The Bidders who wish to submit responses to this RFP shall abide by all the terms and conditions contained in the RFP. If the responses contain any extraneous conditions put in by the Bidder, such responses may be disqualified and may not be considered for the selection process.

#### 4.30 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 OICL. The pact essentially envisages an agreement between the prospective bidders/vendors and OICL committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. The format of the agreement is enclosed in Annexure 12.

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

The Integrity Pact envisages a panel of Independent External Monitors (IEMs) to review independently and objectively, whether and to what extent parties have complied with their obligation under the pact. The IEM has the right to access to all the project document. **Capt. ANOOP KUMAR SHARMA** and **Shri H.K DASH, IAS (Retd.)** shall be acting as the IEM for this contract/Tender. However, OICL at its sole discretion reserves the right to change/name another IEM, which shall be notified latter.





**Contact Details:**

<b>Capt. ANOOP KUMAR SHARMA</b>	<b>SHRI H.K.DASH, IAS (Retd.)</b>
2104 A, Oberoi Gardens, Thakur Village, Kandivili (East), Mumbai-400 1 Mobile No: 8291086676 Email ID: anoop21860@gmail.com	House No. 289, Sector-8 Gandhinagar- 382007 Gujarat Mobile: 98250-48286 Email ID: hkdash184@hotmail.com

#### **4.31 Regulations, Legal & Compliance**

Communications made via OICL's Social Media channels will in no way constitute a legal or official notice to OICL or any official or employee of OICL for any purpose.

Any content that the Bidder posts on OICL's Social Media channels shall be deemed and remain the property of OICL. OICL shall be free to use such content/ information, for any purpose without any legal or financial compensation or permission for such usage.

OICL reserves its rights to initiate appropriate legal proceedings in the event of any breach/ violation of these guidelines/ other terms and conditions as may be specified by OICL from time to time.

Under no circumstances OICL shall or any of our affiliates, employees or representatives, be liable to the Bidder for any direct or indirect, claims or damages whatsoever emanating from any mistakes, inaccuracies, or errors of content, personal injury or property damage, of any nature whatsoever, emanating from your use to and access of our Social Media platforms or entities purporting to represent OICL. You specifically acknowledge that OICL shall not take any liability for content or the offensive, defamatory, or illegal conduct of any third party and that the risk of damage or harm arising from the preceding entirely rests with you. The foregoing limitation of liability shall apply to the fullest extent that's permitted by law in the applicable jurisdiction.

To the extent permitted by law applicable, you agree to indemnify, defend and hold harmless, OICL, its affiliates, officers, directors, employees, and agents, arising from and against any and all damages, claims, obligations, liabilities, losses, costs or debt, and expenses (including but not limited to lawyer's/attorney's fees) arising from: (i) your use of and access of our page; (ii) your violation of any of these Guidelines; (iii) your violation of any third party right, including without limitation any copyright, proprietary, or right to privacy; or (iv) all or any claim that content posted by you caused damage to a third party. The indemnification obligation contained herein shall survive these Guidelines and your use of our Social Media channels.

Anyone causes or knowing that he/ she is likely to cause wrongful loss or damage to the brand's image, to destroy or delete or alter any information residing on the Social Media platform or diminish its value or utility by any means, commits hack, shall be prosecuted under Information Technology Act, 2000 [As amended by Information Technology (Amendment) Act 2008], its subsequent amendments as well as any other statute prescribed by the concerned authorities.



#### **4.32 Guidelines for MSME**

As per the public Procurement Policy for MSEs order, 2018 under section 11 of MSMED Act 2006 MSEs quoting price within band L-1 +15% when L1 is from someone other than MSE, shall be allowed to supply at least 25% of tendered value at L-1 subject to lowering of price by MSEs to L-1

However, seeing the criticality, stack sync and manageability of the devices which are the core element to provide services to the customer the entire order will go to one vendor in the above-mentioned case.

### **5 Instruction to Bidders**

#### **5.1 Instructions for Online Bid Submission**

- Bidders should comply to rules and regulations of GeM portal for submission of Bids online. However, Bidder needs to submit the commercial bill of material i.e. Appendix 1: Bill of Material, Annexure 10 :- NDA, Annexure 11 – Integrity Pact and Power of Attorney on stamp Paper in offline mode to OICL Head office in a sealed envelope.
- The sealed envelope should be properly labeled with the company name, RFP number, date and duly signed and stamped. If Bidder did not submit the same, then Bidder will be disqualified.
- The Sealed enveloped should reach OICL before or on the date and time of submission schedule as mentioned in the RFP.
- Bidder needs to fill the bill of material properly and the total value in bill of material should match with the total value mentioned in the GEM Portal.
- If there is any mismatch between the total value of the Sealed envelope and the GEM portal, then the bid of the Bidder will be rejected.
- OICL will not be liable of the any arithmetic error in the bill of material, and the GEM final number will be accepted as the Total cost of the Project.
- If Bidder misses or forgets to quote rates of any line item, then it is assumed that Bidder will provide that service at zero cost to OICL during contact period.

#### **5.2 Tender Bidding Methodology**

##### **Sealed Bid System.**

The Bidders will be required to submit following two sets of separate documents.

1. Eligibility & Technical Bid
2. Commercial Bid

#### **5.3 Bid Security**

Govt. of India guideline vide Circular dated F.9/4/2020- PPD dated 12<sup>th</sup> November 2020, states:





“it is reiterated that notwithstanding anything contained in Rule 171 of GFRs 2017 or any other Rule or any provision contained in the Procurement Manuals, no provisions regarding Bid Security should be kept in the Bid Documents in future and only provision for Bid Security Declaration should be kept in the Bid Documents.”

Hence, in conformance to the above, Bidders are to submit Bid Security Declaration as per format provided in Annexure 5.

## **6 Bid Documents**

### **6.1 Eligibility Bid Documents**

1. Compliance to Eligibility Criteria as per RFP Section 1.6 along with all relevant supporting documents
2. Application Form for Eligibility Bid as per Annexure 1
3. The references of Bidder's clients. Also provide the name, designation, and contact details of a contact person for each reference as per Annexure 2.
4. The corporate profile of the Bidder (printed corporate brochure is preferred).
5. The profile of the Bidder (as per Annexure-9)
6. List of Bidder's support/service locations in India as per Annexure 8.
7. Bidder shall submit PAN number, GSTIN.
8. Undertaking that the Bidder has quoted for all items and the bid validity will be for 180 days from the date of submission of bid.
9. The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Bidder
10. Statement of No-Deviation (Annexure 7)
11. Integrity Pact (Annexure 12 on Stamp Paper)
12. Bid Security Declaration as per Annexure 5
13. NDA As per Annexure 11 on stamp paper
14. MAF as per Annexure 14

### **6.2 Technical Bid Documents**

1. Executive Summary of Bidder's response. The Executive Summary should be limited to a maximum of five pages and should summarize the content of the response. The Executive Summary should initially provide an overview of Bidder's organization and position with regards to proposed solution and professional services. A summary of the Bidder's products and services that will be provided as a part of this procurement should follow.
2. Detailed technical note covering the detailed scope of work.
3. The Bidder should also include a replica of the masked final commercial bid without prices in the technical bid. The Bidder must note that the masked commercial bid should be actual copy of the commercial bid submitted with prices masked and not copy of the Pro-forma/format of the Appendix 1 – Bill of Material in the RFP.
4. Escalation matrix



**Note:**

1. Participation in this tender will mean that the Bidder has accepted all terms and conditions and clauses of this tender and subsequent modifications to this tender, if any.
2. The documentary evidence asked in respect of the eligibility criteria would be essential. Bids not accompanied by documentary evidence may be subject to rejection. Clarification/ Additional documents, if any, sought by OICL from the Bidder has to be submitted within the stipulated time. Otherwise, bid will be rejected and no further correspondence in the matter will be entertained by OICL.
3. Any alterations, erasures or discrepancies in figures etc. may render the bid invalid. The bid may be rejected in case of non-adherence to any of the instructions given above.
4. OICL reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission or partial submission of technical details.
5. OICL may at its discretion waive any minor non-conformity in any offer and the same shall be binding on all Bidders and OICL reserves the right for such waivers.
6. If OICL is not satisfied with the technical specifications in any tender and observes major deviations, the technical bids of such Bidders will not be short-listed and the price bids of such Bidders will not be opened. No further discussions shall be entertained with such Bidders in respect of the subject technical bid.

### **6.3 Commercial Bid Documents**

Commercial Bid should contain Appendix 1 – Bill of Material. The Commercial Bid should give all relevant price information and should not contradict the Pre-qualification and Technical Bid in any manner.

There should be no hidden costs for items quoted. The rates quoted should be in Indian rupees only and same should be rounded off to the nearest rupee and filled in both words and figures.

#### **Evaluation Criteria**

The competitive bids shall be submitted in two stages:

- ▶ Stage 1 – Eligibility cum Technical Evaluation
- ▶ Stage 2– Commercial Evaluation

### **6.4 Eligibility cum Technical Evaluation**

Eligibility criterion for the Bidders to qualify this stage is clearly mentioned in Clause 1.6. The Bidders who meet ALL these criteria would only qualify for the second stage of evaluation. The Bidder would also need to provide supporting documents for eligibility proof. All the credentials of the Bidder necessarily need to be relevant to the Indian market.

The decision of OICL shall be final and binding on all the Bidders to this document. OICL may accept or reject an offer without assigning any reason whatsoever.

The Technical bids of Bidders qualifying the eligibility criteria will be opened and reviewed to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at OICL'S discretion.



A masked copy of the original commercial offer is to be submitted with the technical bid, failing which the bid will be rejected. However, it should not contain price related information, failing which the bid will be rejected outright.

The technical soundness of Bidder's proposals will be rated as follows:

S. No.	Evaluation Criteria	Maximum Marks	Minimum Marks	Minimum Passing Percentage
1.	Bidder Experience	100	70	70%
2.	Bidder presentation	100	70	70%
	<b>Total</b>	<b>200</b>	<b>140</b>	<b>70%</b>

Bidders scoring at least the minimum score in each section mentioned in the table above and an overall score of 140 marks or more will be declared technically qualified.

The Bidders scoring less than 140 marks (cut-off score) out of 200 marks in the technical evaluation shall not be considered for further selection process and their offers will be dropped at this stage. Bidders should score minimum as mentioned in the above table.

The evaluation of technical proposals, among other things, will be based on the following:

S.No.	Technical Evaluation	Evaluation Methodology
1	Bidder Experience	Marking criteria for similar projects in nature in last 5 years  1. One project : 70 marks 2. Two projects: 85 marks 3. Three or more projects : 100 marks
4	Bidder Presentation (All eligible Bidders will be required to make presentations to supplement their bids and showcase overall solution proposed. The OICL will schedule presentations and the time and location will be communicated to the Bidders. Failure of a Bidder to complete a scheduled presentation to the OICL may result in rejection of the proposal.)	1. Understanding of OICL business Operating environment and scope – 20 Marks 2. Demonstration of organization capability for the proposed initiative – 20 Marks 3. Service Model demonstration -20 Marks 4. Demonstration of value proposition offered in the bid which shall enable the success of the project- 20 Marks 5. Detailed Solution Capability and approach -20 marks

The commercial proposals of only eligible and technically qualified Bidders will then be opened.

## 6.5 Commercial Evaluation

The commercial bids for the technically qualified Bidders will be opened and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at OICL's discretion. The total cost of ownership for the purpose of evaluation shall be calculated over the contract period of One (1) year.



OICL will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest commercial bid (L1), provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

Bidder need to note that the Appendix-1 Bill of material with complete bifurcation of Price which is mentioned in GEM Portal (As a consolidated Price) needs to submit at OICL Office (address mentioned in RFP). This needs to be submitted with proper labelling, seal, sign and stamped.

Bidder needs to note that the appendix needs to be submitted physically on the same date and time which is the RFP submission date and time.

If any Bidder fails to submit the same the bid will be rejected.

Bidder needs to note that Amount (consolidated amount on GEM Portal) and the total of bifurcation mentioned in the Appendix-1 Bill of material has to tally.

## **7 Service Level Agreement**

### **7.1 Service Level**

The SLA specifies the expected levels of service to be provided by the Bidder to OICL. This expected level is also called the baseline. Any degradation in the performance of the solution and services is subject to levying penalties.

Payments to the Bidder are linked to the compliance with the SLA metrics. During the contract period, it is envisaged that there could be changes to the SLAs, in terms of addition, alteration or deletion of certain parameters, based on mutual consent of both the parties i.e. OICL and Bidder.

The Bidder shall monitor and maintain the stated service levels to provide quality service. Bidder to use automated tools to provide the SLA Reports. Bidder to provide access to OICL or its designated personnel to the tools used for SLA monitoring.

#### **7.1.1 Definitions**

1. "Availability" means the time for which the services and facilities are available for conducting operations on the OICL system including application and associated infrastructure.

Availability is defined as (%) =  $\frac{(\text{Operation Hours} - \text{Downtime})}{(\text{Operation Hours})} * 100\%$

2. The bidder shall provide AMC support on all days of the year. The business hours are 24\*7, 365 days a year.
3. All the related infrastructure of Data Center, Disaster Recovery site, Offices/Branches will be supported on 24x7 basis.
4. The "Operation Hours" for a given time frame are calculated after deducting the planned downtime from "Operation Hours" for the quarter. The Operation Hours will be taken on 24x7 basis, for the purpose of meeting the Service Level requirements i.e. availability and performance measurements both.
5. "Downtime" is the actual duration for which the system was not able to service OICL or the Clients of OICL, due to System or Infrastructure failure as defined by OICL and agreed by the Bidder.
6. "Scheduled Maintenance Time" shall mean the time that the System is not in service due to a



scheduled activity as defined in this SLA. The scheduled maintenance time would not be during business hours. Further, scheduled maintenance time is planned downtime with the prior permission of OICL

7. "Incident" refers to any event / abnormalities in the functioning of any of IT Equipment / Services that may lead to disruption in normal operations of the Data Centre, System or Application services.
8. Total Maintenance Cost refers to Cost of AMC & any other Cost for the entire contract duration.

### 7.1.2 Interpretation & General Instructions

1. Typical Resolution time will be applicable if systems/components are not available to the OICL's users.
2. The SLA parameters shall be monitored on a monthly basis for the entire contract duration as per the individual SLA parameter requirements. The Bidder is expected to provide the following service levels. In case the service levels defined in the tables below cannot be achieved, it shall result in a breach of contract and invoke the penalty clause.
3. A Service Level violation will occur if the Bidder fails to meet Minimum Service Levels on a monthly basis for a particular Service Level.
4. Quarterly SLAs would be analyzed. However, there would be month wise SLAs and all SLA targets have to be met on a monthly basis.
5. Overall Availability and Performance Measurements will be on a quarterly basis for the purpose of Service Level reporting. Month wise "Availability and Performance Report" will be provided by the Bidder for every quarter in the OICL suggested format and a review shall be conducted based on this report. Availability and Performance Report provided to OICL shall contain the summary of all incidents reported and associated performance measurement for that period.
6. The primary intent of Penalties is to ensure that the system performs in accordance with the defined service levels. Penalties are not meant to be punitive or, conversely, a vehicle for cutting fees.

### Penalty on Availability Default

Server Availability	Penalty
99.95 %	0
99.9 %	1 % of TCO Value
99.8 %	2 % of TCO Value
99.7 %	3 % of TCO Value
99.6 %	4 % of TCO Value
99.5 %	5 % of TCO Value
99.4 %	6 % of TCO Value
99.3 %	7 % of TCO Value
99.2 %	8 % of TCO Value
99.1 %	9 % of TCO Value
99 %	10 % of TCO Value

Penalty shall be calculated on quarterly basis. The penalty on availability default will be subject to an overall cap of 10% of the contract value and thereafter, the contract may be cancelled.



### **7.1.3 Exception**

OICL shall not hold the Successful Bidder responsible for a failure to meet any Service Level if it is directly attributable to:

- i Execution of the disaster recovery plan/business continuity plan for an OICL declared disaster situation; and
- ii Any established inability of other third party vendor or service provider of OICL, to fulfill the requirements as per the contract.

## **8 Disclaimer**

This RFP is being issued by OICL for inviting bids for providing AMC support. The words 'Tender' and 'RFP' are used interchangeably to refer to this document. The purpose of this document is to provide the Bidder with information to assist in the formulation of their proposal. While the RFP has been prepared in good faith with due care and caution, OICL or any of its employees or consultants do not accept any liability or responsibility for the accuracy, reasonableness or completeness of the information contained in this document. The information is not intended to be exhaustive. Interested parties are required to make their own inquiries. OICL reserves the right not to proceed with the project, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the project further with any party submitting a bid. No reimbursement of any cost will be paid to persons, entities submitting a Bid.



## 9 Annexure

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## 9.1 Annexure 1: Application form for Eligibility Bid

To  
The Deputy General Manager  
The Oriental Insurance Company Limited.  
IT Dept, 2<sup>nd</sup> Floor,  
NBCC Office Complex, East Kidwai Nagar,  
Office Block 4,  
New Delhi- 110023

### Application form for the Eligibility of the Bidder

**Tender Ref. No. OICL/HO/ITD/AMC/2023/01 Dated 23/11/2023**

#### Company Details

1	Registered Name, Date and Address of the Bidder.	
2	Location of Corporate Headquarters.	
3	GST Identification No. and Date of Registration	
4	Address for Communication	
5	Contact Person 1 (Name, Designation, Phone, Email ID)	
6	Contact Person 2 (Name, Designation, Phone, Email ID)	

#### Turnover and Net worth

Financial Year	Turnover (Rs. in Crores)	Net worth

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Company Seal





## 9.2 Annexure 2: Technical Experience Details and Reference Form

**Tender Ref. No. OICL/HO/ITD/AMC/2023/01 Dated 23/11/2023**

Please attach supporting credentials for each reference provided.

S.No.	Name of Client	Financial Year	Contact Details of Client	Details of Project	Date of Award of Project	Current Status of Project

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

(Company Seal)



### 9.3 Annexure 3: Contract Form

THIS AGREEMENT made on this \_\_\_\_\_ day of \_\_\_\_\_ between The Oriental Insurance Company Limited (hereinafter “the Purchaser”) of one part and “<Name of Vendor>” (hereinafter “the Vendor”) of the other part:

WHEREAS the Purchaser is desirous that certain software and services should be provided by the Vendor viz., \_\_\_\_\_ and has accepted a bid by the Vendor for the AMC support in the sum of \_\_\_\_\_ (Contract Price in Words and Figures) (hereinafter “the Contract Price”).

#### **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract referred to.

The following documents shall be deemed to form and be read and construed as part of this Agreement viz.

RFP Document and corresponding Amendments (Reference No: **OICL/HO/ITD/AMC/2023/01 Dated 23/11/2023**)

The Schedule of Requirements and the Requirement Specifications

The Service Level Agreement

The General Conditions of Contract

The Purchaser’s Notification of Award (PO Reference No.: \_\_\_\_\_)

In consideration of the payments to be made by the Purchaser to the Vendor as hereinafter mentioned, the Vendor hereby covenants with the purchaser to provide the services and to remedy defects therein the conformity in all respects with the provisions of the contract.

The purchaser hereby covenants to pay the Vendor in consideration of the provision of the services and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

**Brief particulars of the goods and services, which shall be supplied/ provided by the Vendor, are as under:**

**Total Value in words:** \_\_\_\_\_

**Total Value:** \_\_\_\_\_

IN WITNESS where of the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and the year first above written.



**Signed, Sealed and Delivered for  
“The Oriental Insurance Co. Ltd.” by it’s  
constituted Attorney**

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Address \_\_\_\_\_  
Company \_\_\_\_\_  
Date \_\_\_\_\_

**Company Seal  
Witness I**

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Address \_\_\_\_\_  
Company \_\_\_\_\_  
Date \_\_\_\_\_

**Signed, Sealed and Delivered for  
M/s \_\_\_\_\_ by its constituted  
Attorney**

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Address \_\_\_\_\_  
Company \_\_\_\_\_  
Date \_\_\_\_\_

**Company Seal  
Witness II**

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Address \_\_\_\_\_  
Company \_\_\_\_\_  
Date \_\_\_\_\_



#### 9.4 Annexure 4: Query Format

All pre-bid queries are to be sent in the following format:

SNo.	Page #	Point/ Section #	Existing Clause	Query Sought



## 9.5 Annexure 5: Bid Security Declaration

To  
The Deputy General Manager  
The Oriental Insurance Company Limited.  
IT Dept, 2<sup>nd</sup> Floor,  
NBCC Office Complex, East Kidwai Nagar,  
Office Block 4,  
New Delhi- 110023

Sir,

**Reg: Tender Ref No: OICL/HO/ITD/AMC/2023/01 Dated 23/11/2023**

I/We, the undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a. have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b. having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Company Seal



## 9.6 Annexure 6: Pro forma for Performance Security

To: (Name of Purchaser)

WHEREAS..... (Name of Supplier) (Hereinafter called "the Supplier") has undertaken, in pursuance of Contract No..... dated..... 2023 to supply..... (Description of Products and Services) (Hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein, as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of ..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the .....day of.....

Signature and Seal of Guarantors (Supplier's Bank)

.....

Date.....

Address.....

.....



## 9.7 Annexure 7: Statement of No Deviation

To

The Deputy General Manager

Information Technology Department

The Oriental Insurance Company Limited

2<sup>nd</sup> Floor, NBCC Office Complex, East Kidwai Nagar,

Office Block 4,

New Delhi- 110023

**Reference: Tender Ref No: OICL/HO/ITD/AMC/2023/01 Dated 23/11/2023**

Sir,

There are no deviations (null deviations) from the RFP Requirements and Terms & Conditions of the tender. All the RFP Requirements and terms & conditions of the tender are acceptable to us.

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Company Seal



## 9.8 Annexure 8: Office locations and service infrastructure facilities

**Tender Ref. No. OICL/HO/ITD/AMC/2023/01 Dated 23/11/2023**

Details of the Centre(s) owned and operated by the Bidder							
Name of City (located)	Address	Contact Person	Telephone Number(s)	Fax No.	E-mail address	Working hours	Remarks

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Company Seal





## 9.9 Annexure 9: Bidder Profile

**Tender Ref. No. OICL/HO/ITD/AMC/2023/01 Dated 23/11/2023**

1.	Registered Name & Address of The Bidder	
2.	Location of Corporate Head Quarters	
3.	Date & Country of Incorporation	
4.	Service facilities location & size	
5.	Major Related Activities carried out in last two years & their %age in Revenue	
6.	Total number of employees	
7.	List of major clients	
8.	Name & Address of Contact Person with Tel. No / Fax /e-mail	
9.	Client Reference	
10.	Annual turnover for the three previous financial years	
11.	Net worth (Paid up capital plus free reserves) for the previous	
12.	Name of the Authorized Signatory	

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Company Seal



## 9.10 Annexure 10: Non-Disclosure Agreement

(On Rs.100 Non-Judicial stamp paper)

This Non-Disclosure Agreement made and entered into at..... This ... day of..... 2023

BY AND BETWEEN

..... Company Limited, a company incorporated under the

Companies Act, 1956 having its registered office at ..... (Hereinafter referred to as the Vendor which expression unless repugnant to the context or meaning thereof be deemed to include its permitted successors) of the ONE PART;

AND

The Oriental Insurance Company Ltd, having its headquarterd and Corporate Office at NBCC Office Complex, East Kidwai Nagar, Office Block 4, New Delhi- 110023 (hereinafter referred to as "OICL" which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns) of the OTHER PART.

The Vendor and The Oriental Insurance Company Ltd are hereinafter collectively referred to as "the Parties" and individually as "the Party"

WHEREAS:

1. The Oriental Insurance Company Ltd is engaged in the business of providing financial services to its customers and intends to engage Vendor for providing

2. In the course of such assignment, it is anticipated that The Oriental Insurance Company Ltd or any of its officers, employees, officials, representatives or agents may disclose, or deliver, to the Vendor some Confidential Information (as hereinafter defined), to enable the Vendor to carry out the aforesaid assignment ( hereinafter referred to as " the Purpose").

3. The Vendor is aware and confirms that all information, data and other documents made available in the RFP/Bid Documents/Agreement /Contract or in connection with the Services rendered by the Vendor are confidential information and are privileged and strictly confidential and or proprietary of The Oriental Insurance Company Ltd. The Vendor undertakes to safeguard and protect such confidential information as may be received from The Oriental Insurance Company Ltd

NOW, THEREFORE THIS AGREEMENT WITNESSED THAT in consideration of the above premises and the Oriental Insurance Company Ltd granting the Vendor and or his agents, representatives to have specific access to The Oriental Insurance Company Ltd property / information and other data it is hereby agreed by and between the parties hereto as follows:

1. Confidential Information:

(i) "Confidential Information" means and includes all information disclosed/furnished by The Oriental Insurance Company Ltd to the Vendor whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the Vendor to carry out the proposed



Implementation assignment, and shall mean and include data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential"; Provided the oral information is set forth in writing and marked "Confidential" within seven (7) days of such oral disclosure.

(ii) The Vendor may use the Confidential Information solely for and in connection with the Purpose and shall not use the Confidential Information or any part thereof for any reason other than the Purpose stated above.

Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within seven (7) days of such disclosure. Confidential Information does not include information which:

(a) is or subsequently becomes legally and publicly available without breach of this Agreement by either party,

(b) was rightfully in the possession of the Vendor without any obligation of confidentiality prior to receiving it from The Oriental Insurance Company Ltd,

(c) was rightfully obtained by the Vendor from a source other than The Oriental Insurance Company Ltd without any obligation of confidentiality,

(d) was developed by for the Vendor independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or is/was disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Vendor shall, unless prohibited by law or regulation, promptly notify The Oriental Insurance Company Ltd of such order and afford The Oriental Insurance Company Ltd the opportunity to seek appropriate protective order relating to such disclosure.

(e) the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;

(f) is released from confidentiality with the prior written consent of the other party.

The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient. Confidential Information shall at all times remain the sole and exclusive property of the disclosing party. Upon termination of this Agreement, Confidential Information shall be returned to the disclosing party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the parties.

Nothing contained herein shall in any manner impair or affect rights of The Oriental Insurance Company Ltd in respect of the Confidential Information.

In the event that any of the Parties hereto becomes legally compelled to disclose any Confidential Information, such Party shall give sufficient notice to the other party to enable the other Party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of this Agreement without the prior written consent of the other party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving party applies to its own similar confidential information but in no event less than reasonable care.



The obligations of this clause shall survive the expiration, cancellation or termination of this Agreement

2. Non-disclosure: The Vendor shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Vendor who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Vendor shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. That a copy of the agreement shall also be given to OICL. The Vendor may disclose Confidential Information to others only if the Vendor has executed a Non-Disclosure Agreement with the other party to whom it is disclosed that contains terms and conditions that are no less restrictive than these presents and the Vendor agrees to notify The Oriental Insurance Company Ltd immediately if it learns of any use or disclosure of the Confidential Information in violation of terms of this Agreement.

Notwithstanding the marking and identification requirements above, the following categories of information shall be treated as Confidential Information under this Agreement irrespective of whether it is marked or identified as confidential:

- a) Information regarding The Oriental Insurance Company Ltd and any of its Affiliates, customers and their accounts ("Customer Information"). For purposes of this Agreement, Affiliate means a business entity now or hereafter controlled by, controlling or under common control. Control exists when an entity owns or controls more than 10% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity; or
- b) any aspect of The Oriental Insurance Company Ltd business that is protected by patent, copyright, trademark, trade secret or other similar intellectual property right; or
- c) business processes and procedures; or
- d) current and future business plans; or
- e) personnel information; or
- f) financial information.

3. Publications: The Vendor shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of The Oriental Insurance Company Ltd.

4. Term: This Agreement shall be effective from the date hereof and shall survive the expiration, cancellation or termination of this Agreement.

The Vendor hereby agrees and undertakes to The Oriental Insurance Company Ltd that immediately on termination of this Agreement it would forthwith cease using the Confidential Information and further promptly return or destroy, under information to The Oriental Insurance Company Ltd, all information received by it from The Oriental Insurance Company Ltd for the Purpose, whether marked Confidential or otherwise, and whether in written, graphic or other tangible form and all copies, abstracts, extracts, samples, notes or modules thereof. The Vendor further agree and



undertake to The Oriental Insurance Company Ltd to certify in writing upon request of The Oriental Insurance Company Ltd that the obligations set forth in this Agreement have been complied with.

Any provisions of this Agreement which by their nature extend beyond its termination shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain

5. Title and Proprietary Rights: Notwithstanding the disclosure of any Confidential Information by The Oriental Insurance Company Ltd to the Vendor, the title and all intellectual property and proprietary rights in the Confidential Information shall remain with The Oriental Insurance Company Ltd.

6. Remedies: The Vendor acknowledges the confidential nature of Confidential Information and that damage could result to The Oriental Insurance Company Ltd if the Vendor breaches any provision of this Agreement and agrees that, if it or any of its directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof, The Oriental Insurance Company Ltd may suffer immediate irreparable loss for which monetary compensation may not be adequate. The Oriental Insurance Company Ltd shall be entitled, in addition to other remedies for damages & relief as may be available to it, to an injunction or similar relief prohibiting the Vendor, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement.

Any claim for relief to The Oriental Insurance Company Ltd shall include The Oriental Insurance Company Ltd costs and expenses of enforcement (including the attorney's fees).

7. Entire Agreement, Amendment and Assignment: This Agreement constitutes the entire agreement between the Parties relating to the matters discussed herein and supersedes any and all prior oral discussions and / or written correspondence or agreements between the Parties. This Agreement may be amended or modified only with the mutual written consent of the Parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

8. Governing Law: The provisions of this Agreement shall be governed by the laws of India and the competent court at Delhi shall have exclusive jurisdiction in relation thereto.

9. Indemnity: The Vendor shall defend, indemnify and hold harmless The Oriental Insurance Company Ltd., its affiliates, subsidiaries, successors, assigns, and their respective officers, directors and employees, at all times, from and against any and all claims, demands, damages, assertions of liability whether civil, criminal, tortuous or of any nature whatsoever, arising out of or pertaining to or resulting from any breach of representations and warranties made by the Vendor. and/or breach of any provisions of this Agreement, including but not limited to any claim from third party pursuant to any act or omission of the Vendor, in the course of discharge of its obligations under this Agreement.

10. General: The Vendor shall not reverse - engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder.

All Confidential Information is provided "as is". In no event shall the Oriental Insurance Company Ltd be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by The Oriental Insurance Company Ltd constitutes any



representation, warranty, assurance, guarantee or inducement with respect to the fitness of such Confidential Information for any particular purpose.

The Oriental Insurance Company Ltd discloses the Confidential Information without any representation or warranty, whether express, implied or otherwise, on truthfulness, accuracy, completeness, lawfulness, merchantability, and fitness for a particular purpose, title, non-infringement, or anything else.

11. Waiver: A waiver (whether express or implied) by The Oriental Insurance Company Ltd of any of the provisions of this Agreement, or of any breach or default by the Vendor in performing any of the provisions hereof, shall not constitute a continuing waiver and such waiver shall not prevent The Oriental Insurance Company Ltd from subsequently enforcing any of the subsequent breach or default by the Vendor under any of the provisions of this Agreement.

In witness whereof, the Parties hereto have executed these presents the day, month and year first herein above written.

For and on behalf of ----- Ltd.

(\_\_\_\_\_)

(Designation)

For and on behalf of The Oriental Insurance Company Ltd

(\_\_\_\_\_)

(Designation)



## 9.11 Annexure 11: Integrity Pact

*(On Rs.100 Non-Judicial stamp paper)*

### **PRE-CONTRACT INTEGRITY PACT**

#### **General**

This pre-bid pre contract Agreement (hereinafter called the integrity pact is made on

day of the month of \_\_\_\_\_ 2023, between, on one hand, The Oriental Insurance Company Ltd, having its headquartered and Corporate Office at NBCC Office Complex, East Kidwai Nagar, Office Block 4, New Delhi- 110023, acting through \_\_\_\_\_, \_\_\_\_\_ (hereinafter called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in office and assignees) of the first part and M/s represented by Shri \_\_\_\_\_, authorized signatory of M/s -----(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 procure (Name of the Store /Equipment /item and the BIDDER /SELLER is willing to offer /has offered the store 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 Government of India, Public Sector Insurance Company.

Now, THEREFORE,

To avoid all forms of corruption by following a system that is fair , transparent and free from any influence /prejudiced dealings 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 store/equipment 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 the 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 hereby agree to enter into this integrity pact and agree as follows:-

#### **1. Commitments of the BUYER**

1.1 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 accept, directly or through intermediaries, any bribe, consideration, gift, reward favor 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.



1.2 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.

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

2. 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 such a person shall be disqualified 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. Commitment of BIDDERS**

The BIDDERS commit itself to all 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- contract 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, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the 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, favor, any material benefit or other advantage commission fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the contract 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 for bearing to show favor 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 payment to be made by them to agents/brokerage 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 manufacturer/integrator/authorized Government sponsored export entity of the has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in 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, nor has such 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 payment 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 the contract details or/and the services agreed 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 to other, any information provided by the BUYER as part of the business deal, 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 The 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 action mentioned above.

3.12 The BIDDER will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any kind of favour whatsoever during the tender process or during the execution of the contract.

#### **4. Previous Transgression**

4.1 The BIDDER declares that no previous transgression occurred in the last three year 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 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 propose or the contract, if already awarded. Can be terminated for such reason.

#### **5. Earnest money (security deposit )**

5.1 While submitting commercial bid, the BIDDER shall deposit an amount \_\_\_\_\_(as specified in RFP) as Earnest money/security, with the BUYER through any of the following instruments:-

- (i) Bank draft or a pay order in favor of \_\_\_\_\_
- (ii) A confirmed guarantee by an Indian nationalized bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever the demand for payment by the BUYER shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified in the RFP).



5.2 The Earnest money / Security deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the article pertaining to performance bond in the purchase contract that the provisions of sanction for violation shall be applicable for, forfeiture of performance bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

## **6. Sanctions for violations**

6.1 Any breach of the aforesaid provisions 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 proceeding with the 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 sum already paid by the BUYER, and in case of an 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 the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in 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 BIDDER, 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 disqualify the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five year, which may be further extended at the discretion of the Buyer
- (viii) To recover all sum 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 case where irrevocable letters of credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of performance bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at Para 6.1(i) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter IX of the Indian penal code, 1860 or prevention of corruption.



6.3 The decision of the BUYER to the effect that breach of the provisions 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 purpose of this pact.

#### **7. Fall Clause**

The BIDDER undertakes that it shall not supply similar Product / systems or subsystems in comparable business circumstances at a price lower than that offered in the present bid in respect of any other Public Sector Banks/Insurance Companies in India and if it is found that within one year after the signing of contract that similar product / systems or sub systems is supplied by the BIDDER to any other Public Sector Banks/Insurance Companies 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.

#### **8. Independent Monitors**

8.1 The BUYER has appointed Independent Monitors (here either referred to as Monitors) for this pact in consulation with the central vigilance commission.

8.2 The task of the Monitors shall be to review Independent and objectively, whether and to what extent the parties comply with the obligations under this pact.

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

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

8.5 As soon as the monitor notice, or has reason to believe, a violation of this pact, he will so inform the Authority designated by the BUYER.

8.6 The BIDDER (s) accepts that the Monitor has the right to access without restriction to all project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. 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.

8.7 The BIDDER 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.

8.8 The monitor will submit a written report to the designated Authority of BUYER / Secretary in the Department/ 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.

#### **9. 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.



#### 10. Law and place of jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction shall be Delhi.

#### 11. Other Legal Actions

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

#### 12. Validity

12.1 The validity of this Integrity Pact shall be from date of this signing and extended up to the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/SELLER. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

13. The BIDDER undertakes that he shall not approach the Court while representing the matter to External Independent Monitors (IEMs) and he will await their decision in the matter within a time ceiling of 90 days.

14. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

Signed, Sealed and Delivered for "The Oriental Insurance Company Ltd." By it's constituted Authority	Signed, Sealed and Delivered for M/s _____ by it's constituted Authority
Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Address: _____	Address: _____
Company: _____	Company: _____
Date: _____	Date: _____
<b>Company Seal</b>	<b>Company Seal</b>
<b>Witness I</b>	<b>Witness II</b>
Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Address: _____	Address: _____
Company: _____	Company: _____
Date: _____	Date: _____



## 9.12 Annexure 12: Undertaking of Authenticity for Appliance and Equipment Supplies

RFP No: OICL/HO/ITD/AMC/2023/01

Date:

To,

The Deputy General Manager  
Information Technology Department  
The Oriental Insurance Company Limited, 2<sup>nd</sup> Floor,  
NBCC Office Complex, East Kidwai Nagar,  
Office Block 4,  
New Delhi- 110023

Dear Sir,

With reference to the AMC support will be supplied/quoted to you.

We hereby undertake that all the components/parts/assembly/software used shall be original new components/parts/assembly/software only, from respective OEMs of the products and that no refurbished/duplicate/second hand components/parts/ assembly / software are being used or shall be used.

We also undertake that in respect of hardware, software/solution/Operating system if asked for by you in the purchase order, the same shall be supplied along with the authorized license certificate (e.g. Product Keys on Certification of Authenticity) and also that it shall be sourced from the authorized source.

Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with above at the time of delivery or during installation, for the IT Hardware/Software already billed, we agree to take back the equipment, without demur, if already supplied and return the money if any paid to us by you in this regard.

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Company Seal



### 9.13 Annexure 13: Manufacturers Authorization Format

(To be submitted on OEMs Letter Head)

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

RFP No: **OICL/HO/ITD/AMC/2023/01**

Date:

To,

Deputy General Manager  
Information Technology Department  
The Oriental Insurance Company Limited, 2<sup>nd</sup> Floor,  
NBCC Office Complex, East Kidwai Nagar,  
Office Block 4, New Delhi- 110023

Subject: Manufacturers Authorization Form Tender Ref No: **OICL/HO/ITD/AMC/2023/01 Dated 23/11/2023**

**<This MAF should be on the letterhead of the OEM and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the bidder in its eligibility bid>**

MAF should broadly cover the following:

- a. Registered office address of OEM
- b. Authorizing bidder to participate in the tender and negotiate and conclude the contract with OICL.
- c. Confirm extension of full warranty and guarantee as per the terms and conditions of the tender and the contract for the solution, products/equipment and services including extension of technical support and updates / upgrades if contracted by the bidder.
- d. Ensure all product upgrades including software upgrades and new product feature releases during the contract period.
- e. And also confirm that such Products as OICL may opt to purchase from the Supplier/Bidder, provided, that this option shall not relieve the Supplier/Bidder of any warranty obligations under the Contract.
- f. In the event of termination of production of such Products:
  - i. advance notification to OICL of the pending termination, in sufficient time to permit the OICL to procure needed requirements; and
  - ii. Following such termination, furnishing at no cost to OICL, the blueprints, design documents, operations manuals, standards and specifications of the Products, if requested.
- g. Should also confirm to undertake, that in case if the bidder is not able to maintain the solution to the satisfaction of the Company as per the functional and technical specification of the bid, will replace the bidder with another bidder to maintain the solution till the contract period in this bid at no extra cost to the company.

Yours faithfully,

(Authorized Signatory of Bidder)

Date:

(Company Seal)



## 10 Appendix

### 10.1 Appendix 1: Bill of Material

Tender Ref No: **OICL/HO/ITD/AMC/2023/01 Dated 23/11/2023**

**Table A: AMC of Hardware and Software**

SNo	Asset Description	Make	Model	Qty at DC BNG	Qty at DR MUM	Unit Price	Total Amount (Excluding taxes)
1	Enterprise Storage System	EMC/Dell	VMAX100K	1	1		
2	SAN Switch	Brocade	DS6520	2	2		
3	FC-IP Routers	Brocade	MP7800 FC-IP	2	2		
4	Tape Library	Oracle	SL 150	1	1		
5	Server Chassis	Cisco	UCS 5108	3	2		
6	Servers	Cisco	UCS B200 M4	23	13		
7	Servers : CTA and OEM	Cisco	UCSC-C240-M4S	2	2		
8	Proxy Appliance	Cisco	WSA –S690-K9	2	2		
9	Core Switch	Cisco	N9K-C9508-B3	2	2		
10	DMZ Switch	Cisco	N9K-C9396PX	2	2		
11	Distribution Switch	Cisco	N9K-C9396PX	4	4		
12	Server Load Balancer	Radware	Alteon 6420XL	2	2		
13	Application Delivery controller	Radware	Alteon 6420XL	2	2		
14	Desktop	Acer Veriton	M series	8	8		
15	Other Costs (if any)						
	<b>Total AMC Cost (A)</b>						



**Table B: AMC of Hardware and Software (Optional Item Rate for one additional Quarter )**

SNo	Asset Description	Make	Model	Qty at DC BNG	Qty at DR MUM	Unit Price	Total Amount for 1 Qtr (Excluding taxes)
1	Enterprise Storage System	EMC/Dell	VMAX100K	1	1		
2	SAN Switch	Brocade	DS6520	2	2		
3	FC-IP Routers	Brocade	MP7800 FC-IP	2	2		
4	Tape Library	Oracle	SL 150	1	1		
5	Server Chassis	Cisco	UCS 5108	3	2		
6	Servers	Cisco	UCS B200 M4	23	13		
7	Servers : CTA and OEM	Cisco	UCSC-C240-M4S	2	2		
8	Proxy Appliance	Cisco	WSA –S690-K9	2	2		
9	Core Switch	Cisco	N9K-C9508-B3	2	2		
10	DMZ Switch	Cisco	N9K-C9396PX	2	2		
11	Distribution Switch	Cisco	N9K-C9396PX	4	4		
12	Server Load Balancer	Radware	Alteon 6420XL	2	2		
13	Application Delivery controller	Radware	Alteon 6420XL	2	2		
14	Desktop	Acer Veriton	M series	8	8		
15	Other Costs (if any)						
	<b>Total AMC Cost (B)</b>						

**Total Cost in Words (A+B) :** \_\_\_\_\_

**\*The above optional rates will be considered for evaluating the TCO.**

**\*\*The rates quoted above would be applicable on pro-rata basis**

**Note:**

1. Bidder should strictly follow the format given in the Table.
2. It is mandatory to quote for all items in the bill of material.
3. OICL reserves the right to change the quantity of items quoted above at the time of placing order. In such case the value of the order will be the cost of items finally opted by OICL.





4. The Bidder is responsible for all the arithmetic computation and price flows. OICL is not responsible for any errors.
5. Any items outside the scope of work which will be asked for from the selected agency will be paid on actuals, supported by invoice from third party.

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Company Seal

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