



The Oriental Insurance Company Limited

Regional Office Madurai.

Request for Proposal

for

Supply, Implementation,

Maintenance and Support

Of

Video Conferencing End-Points

(Ref No : OICL/RO MDU/ITD/VC/2017/01 dated 12th Sep 2017)

Information Technology Department

The Oriental Insurance Company Limited

Regional Office Madurai

CIN – U66010DL1947GO1007158



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**(Non – Transferable)
Receipt**

Tender No. OICL/ROMDU/ITD/VC/2017/01 dated 12th Sept. 2017

Serial No: _____

Date of Issue: ____ / ____ / ____

Tender Form Issued To

Received Payment Vide Demand Draft / Pay Order No _____

Dated ____ / ____ / ____ **for Rs.** _____ **/- issued by**

_____ **(OICL).**

Signature: _____

Name: _____

Designation: _____

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Received Payment Vide Demand Draft / Pay Order No _____

dated ____ / ____ / ____ for _____/- issued by

_____(OICL).

Signature: _____

Name: _____

Designation: _____

Important Notice

This document is the property of The Oriental Insurance Company Ltd (OICL). It should not be copied, distributed or recorded on any medium (electronic or otherwise) without OICL's written permission. Use of contents given in this document, even by the authorised personnel/agencies for any purpose other than that specified herein, is strictly prohibited as it shall amount to copyright violation and thus shall be punishable under the Indian law.

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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List of Annexure:

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Annexure B - Conformity Letter

Annexure C – Application form for Eligibility Bid

Annexure D – List of Support / Service locations of the Bidder

Annexure E – Contract Form

Annexure F – Details of Projects Undertaken in last five Financial Years

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List of Appendix:

Appendix 1 – Bill of Materials

Appendix 2 – List of existing VC Equipment

Appendix 3 - Query Format

Appendix 4 – OEM's Authorization Form

Appendix 5 – List of OICL locations

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 to provide the required HD Video Conferencing end-points at select offices, and undertake the AMC of equipments after expiry of the one-year warranty period. .

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

Following terms are used in the document interchangeably to mean:

“AMC” – Annual Maintenance Contract	“PO” means Purchase Order
“ATR” – Acceptance Test Report “ATS” – Annual Technical Support	“OEM” – Original Equipment Manufacturer
“BIDDER” – single point appointed by OICL for procurement and supply of the equipments, based the bill of material shared by OICL.	“OICL” – Oriental Insurance Company Limited
“DGM” – Deputy General Manager	“RFP” – Request for Proposal
“HO” – Head Office	“RO” – Regional Office
“INR” – Indian Rupees	“SOW” - Scope of Work
“MPLS” – Multi Protocol Label Switching	“T & C” – Terms & Conditions
	“TCO” – Total Cost of Ownership
	“UAT” – User Acceptance Test

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 CRISIL and ICRA.

OICL has its head office at New Delhi, Primary Data Centre (DC) at Bengaluru & Secondary Data Centre (DR) at Vashi (Navi Mumbai), 30 regional offices in various cities, Oriental Staff Training College (OSTC) at Faridabad, 340+ divisional offices, 500+ branch offices, Regional Training Centers, 32 Service Centers and 900+ extension counters/micro offices geographically spread out across India. As on date, all offices of OICL are connected using MPLS over RF /leased lines as active – active dual links. For more than a decade, OICL has leveraged information technology to serve its customers effectively. The company also has presence in Nepal, Dubai and Kuwait.

Apart from the Core-Insurance application, OICL has various centralized applications like web portal, email, Desktop Management Suite, VC, HRMS etc. hosted at its Data Centers at Vashi and Bengaluru. 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 12 million new policies in the year 2013-14. 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 15,000 employees and over 35,000 agents. The Company has a web portal www.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 Chief Regional Manager RO Madurai invites sealed bids from eligible companies to provide one units of HD Video Conferencing end-points at RO Madurai and undertake the AMC of equipments for 2 years, after expiry of the one-year warranty period.

List of equipment is included in Appendix-2. List of locations is in Appendix-5. OICL reserves the right to add or remove end-point to / from the above list.

1.3 Project Objective

OICL has implemented video conferencing solution at 27 locations so as to facilitate the better communication between its Head Office and other regional offices. Now the facility is being extended to Regional Office- Madurai The selected bidder has to provide the video conferencing solution and integrate it with the OICL's existing

video conferencing solution. OICL wishes to take more advantage of VC and hold meetings via this media, which may be One-to-Many OR Any-to-Any over Company's MPLS Network

1.4 Project Scope

- 1.4.1** Selected bidder is required to physically supply one video conferencing end-points (as per requirement mentioned in Appendix 1 – Bill of Materials) each at Madurai. The bidder should undertake AMC of these equipments for 2 years, after expiry of one year warranty.

1.5 Project Timelines

The Bidder is expected to adhere to the following timelines:

Sl. No.	Activity	Time Period for completion
1.	Delivery of required infrastructure components at Madurai office.	Procurement, installation and configuration at both the sites for the entire infrastructure should be completed within 30 calendar days from the date of issuance of the purchase order.
2.	Installation and Configuration of Video conferencing unit at Madurai office.	
3.	Installation and Configuration of Video conferencing unit at Madurai office.	

1.6 Support Services

1. For the new equipment one year warranty and thereafter AMC for 2 years.

1.7 Schedule of Events

Event	Date
Sale of RFP Document	18 th Sep. 2017 to 22 Sep 2017 between 11:00 AM and 04:00 PM
Last date to send in requests for clarifications	25/09/17 17:00
Pre-Bid meeting*	26/09/17 , 4:30 PM
Last date for submission of bids	13/10/2017 , 4:00 PM
Opening of Pre-qualification cum Technical bid	16/10/2017 , 4:00 PM
Declaration of Short-listing of bidders based on prequalification and Technical Evaluation criteria	20/10/2017, 4:45 PM
Opening of commercial bids	Shall be announced
Declaration of L1 Bidder	Shall be announced
Notification of Award	On or before 31/10/2017

*It is optional for the bidder to purchase the tender document to participate in pre-bid meeting.

OICL reserves the exclusive right to make any amendments / changes to or cancel any of the above activities. If any of the above dates is declared holiday for OICL, the next working date will be considered. OICL reserves the right to change the dates mentioned in the RFP.

1.8 Availability of tender document

1.8.1 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
REGIONAL OFFICE
RAMALINGA RADIANCE, II FLOOR
NO.78, T P K ROAD, ANDALPURAM, OPP.SAI BABA TEMPLE,
MADURAI – 625 003
Tel. 0452-2371209 2372209
E-mail id: m.periasamy@orientalinsurance.co.in

1.8.2 The RFP document will be available for sale at the above address between 11.00 Hours to 16.00 Hours on all working days from 18th Sept. 2017 to 22nd Sept. 2017 on payment of non-refundable Tender Fee of Rs 500/- by crossed Demand Draft/ Banker's Pay Order in favour of "The Oriental Insurance Company Limited" payable at Madurai. Tender fee is inclusive of all taxes.

1.8.3 Copy of Tender document is available on web portal www.orientalinsurance.org.in under the link 'Tenders'. Bidders have to purchase Tender document in order to submit bids.

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

1.9 Eligibility Criteria

Bidders should meet the following Eligibility Criteria in order to bid for the RFP

- 1.9.1** The bidder should be a registered company in India, registered under the Companies Act 1956 and should be registered under C. S. T. and/or have the sales tax registration in the state where the company has a registered office. The bidder should submit Certificate of Incorporation and Sales Tax / VAT / Service Tax registration certificates.
- 1.9.2** The bidder should be a system integrator for last five financial years in India and should have back-to-back support agreement with the respective OEM. Bidder should submit a letter of authorization from OEM as per the Appendix 4 provided in RFP.
- 1.9.3** **Waived**
- 1.9.4** During the last five financial years, the bidder should have implemented at least three projects involving implementation of Polycom Video Conferencing solution. Information about the projects undertaken by the bidder should be submitted (as per Annexure-E provided). As documentary evidence, bidder should submit copy of Purchase orders or completion letters from the relevant clients for whom the solution was implemented.
- 1.9.5** The bidder should have a positive net worth for the last two financial years (measured as paid-up capital plus free reserves).
- 1.9.6** The bidder should have support centers located at/near Madurai in order to support Regional Office location. Full address of the support centre along with the name and telephone number of contact persons has to be submitted as per the Annexure –B provided in the RFP.
- 1.9.7** Further the bidder should have centralized operational helpdesk for complaint / call logging, automated tracking etc. The bidder should also provide information regarding help-desk and escalation matrix as per the Annexure provided in RFP for the proposed Video-conferencing centers mentioning therein details like name of contact person, phone no, location, process of complaint booking and resolution etc.
- 1.9.8** It is mandatory for the bidder to quote for all the items mentioned in the RFP.
- 1.9.9** Bid validity should be 180 days after the last date of submission of commercial bid

2.DETAILED SCOPE OF WORK

2.1 Detailed Scope

The Scope of work for this RFP is to supply, implement, maintain and support the required HD Video Conferencing end-points. The bidder will be responsible for:

- 2.1.1** Integrating the solution with OICL's existing VC network
- 2.1.2** Undertake the AMC of supplied equipment after the expiry of one-year warranty period for 2 years.
- 2.1.3** Survey site earmarked for HD VC deployment for the purpose of suggesting recommendations to ensure good quality audio and video during the video conferencing sessions.
- 2.1.4** Undertake the AMC of Hardware-MCU based Video-conferencing Solution of Madurai OICL for 2 years.after expiry of warranty period.
- 2.1.5** Develop project implementation plan indicating milestones and deliverables
- 2.1.6** Provide complete documentation of the entire solution being setup.
- 2.1.7** Implement the solution within 45 calendar days of issue of Purchase Order

The bidder shall be required to perform tasks, render requisite services and make available resources as may be required for the successful completion of the entire assignment at no additional cost to OICL. OICL reserves the right to change the scope of the tender considering the requirements and the changing conditions on mutual agreement.

2.2 Support during Warranty Period

The bidder has to do on-site comprehensive maintenance of supplied Video-Conferencing equipments viz. End points at Madurai location.

- 2.2.1** The supplied equipment shall be under comprehensive on-site warranty covering all parts / components, for a minimum period of one year from the date of acceptance. The warranty will be expiring on the last day of that month and AMC will commence from the 1st of the month immediately following the month in which the warranty period expires. The warranty / AMC support should be back to back from OEM.
- 2.2.2** Spares and support for the hardware/software should be available for a minimum of three years from the date of acceptance of Solution.
- 2.2.3** During the period of warranty, 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 3.3 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.

- 2.2.4 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 equipments 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.
- 2.2.5 The bidder shall provide post implementation support, management and administration of software by applying software patches/ service packs and keep the solution updated or upgraded to latest version without any additional cost to OICL.
- 2.2.6 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 warranty.
- 2.2.7 During the Warranty period, the bidder will have to undertake system maintenance and replacement or repair of defective video conferencing equipments.
- 2.2.8 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.
- 2.2.9 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 Supplier shall replace the unit of component with another of the same performance and quality or higher, at no cost to OICL
- 2.2.10 Further provided that OICL may, during the currency of the warranty, shift the goods wholly or in part to other location(s) within the State of Tamilnadu and in such case the Supplier undertakes to continue to warrant or maintain the goods at the new location without any other additional cost to OICL.
- 2.2.11 In case OICL desires to get the warranty services delivered by their appointed bidder or System Integrator, then the OEM shall transfer such warranty services to that preferred bidder at no additional cost to OICL.
- 2.2.12 The bidder warrants that the Goods supplied under the Contract are new & unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the RFP.
- 2.2.13 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. Monthly rental of 5% of the equipment cost for that particular equipment / component will be payable by OICL to the bidder for the equipment supplied as standby in lieu of the lost/ damaged equipment. No AMC will be paid by the standby equipment. Also AMC (if any) for the Lost/ Damaged equipment shall cease immediately. Fresh Order will be placed by OICL with the bidder for the supply of the lost / damaged equipment as per the approved rates.

2.3 Support during AMC Period

The bidder shall undertake to provide an on site comprehensive AMC of equipment at the approved rates for 2 years. During 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. Breakdown penalty (if any) will be charged as per the terms defined in SLA section.

- 2.3.1 In the event of breakdown, replacements will be free-of-cost on exchange basis. In the event of maintenance/ repair of any unit 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 installed equipment is taken away by bidder for repair/maintenance, failing which, penalty as per provisions of SLA will be applicable. . If the supplied equipments 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.
- 2.3.2 Company reserves the right to terminate the contract with 30 calendar days written notice for reasons of non-performance and unsatisfactory services. In case of bidder being discontinued for deficiency in service, the bidder may be blacklisted by OICL and may not be allowed to participate in the future tenders for a period to be decided by OICL.
- 2.3.3 Service Engineers shall invariably carry their identity cards without which, the said engineers will not be allowed to enter the OICL location.
- 2.3.4 The bidder shall ensure to provide post implementation support, 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.
- 2.3.5 The bidder shall ensure to provide on-site support, tuning, and configuration of hardware, redress various operational problems, undertake system maintenance and replacement or repair of defective video conferencing equipments and provide offsite helpdesk support.
- 2.3.6 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.
- 2.3.7 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 Supplier shall replace the unit of component with another of the same performance and quality or higher, at no cost to OICL.
- 2.3.8 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. Monthly rental of 5% of the equipment cost for that particular equipment / component will be payable by OICL to the bidder for the equipment supplied as standby in lieu of the lost/ damaged equipment. AMC will not be paid for the standby equipment. Also AMC (if any) for the Lost/ Damaged equipment shall cease immediately.

- 2.3.9 Agreed AMC charges will be paid quarterly in arrears after deduction of penalty (if any). Taxes will be applicable as per prevailing tax rules.
- 2.3.10 AMC payment due to the bidder shall be processed and made within 30 calendar days from the date of submission of complete documentation to OICL (the documentation will be considered as complete if the bidder has submitted the Invoice, latest contact details with escalation matrix, latest inventory etc.).

3. TERMS & CONDITIONS

3.1 GENERAL

3.1.1 Definitions

OICL/ PURCHASER:

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 www.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 Chief Regional Manager; RO Madurai at the address mentioned below and should be received by the point of contact not later than 17:00 hours on 27th July 2017.
- Responses to inquiries and any other corrections and amendments will be distributed to the Bidder by fax or in electronic mail format or hard copy letter, at the sole discretion of OICL.

The Oriental Insurance Company Limited
REGIONAL OFFICE
RAMALINGA RADIANCE, II FLOOR
NO.78, T P K ROAD, ANDALPURAM, OPP.SAI BABA TEMPLE,
MADURAI – 625 003
Tel. 0452-2371209 2372209
E-mail id: m.periasamy@orientalinsurance.co.in

- 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. OICL will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations.
- 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 Acceptance of the Solution

3.1.4.1 The solution will not be treated as complete if any part of hardware, related software, components etc. are not delivered as per the timelines specified in RFP. In such an event, the supply will be termed incomplete and will not be accepted and warranty period will not commence besides OICL's right to invoke the penalties which will be prescribed in the contract.

3.1.4.2 There will be an acceptance test conducted by OICL or its nominated consultants after implementation of solution. In case of discrepancy in hardware & related software supplied & not matching the Bill of Materials or technical proposal submitted by the bidder in their technical bid, the bidder shall be given 6 weeks' time to correct the discrepancy post which OICL reserves the right to cancel the entire purchase contract and the Bidder should take back their equipment at their costs and risks. The test will be arranged by the Bidder at the sites in the presence of the officials of OICL and / or its consultants. The warranty for the equipments (including OS and hardware provided by the Bidder pursuant to this Agreement) will commence after acceptance testing. The tests will involve trouble-free operation of the complete system during UAT apart from physical verification and testing. There shall not be any additional charges for carrying out this acceptance test. OICL will take over the system on successful completion of the above acceptance test. The Installation cum Acceptance Test & Check certificates jointly signed by Bidder's representative and OICL's official or its authorized representative should be received at Head Office along with invoice etc. for scrutiny before taking up the request for consideration of payment.

3.1.5 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.

3.1.6 Submission of Bids

The bidders shall seal the envelopes containing Eligibility Bid / Commercial bid. Envelopes shall be addressed to OICL at the address given; and bear the Project Name "RFP for Supply, Installation, Implementation, Maintenance and Support of Video Conferencing End-Points - Eligibility Bid / Commercial Bid Tender No. OICL/ROMDU/ITD/VC/2017/01 dated 12th Sept. 2017. Envelopes should indicate on the cover the name and address of the Bidder. A bidder shall submit only one proposal.

3.1.7 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 - G, which shall be equal to 10 percent of the value of the contract - valid for 3 years 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). - **WAIVED WILL NOT BE ENFORCED.**

3.1.8 Pre-Bid Meeting

All queries/ requests for clarification from bidders must reach us by e-mail (m.periasamy@orientalinsurance.co.in) or in person before 17:00 hours on 26th Sept, 2017. Should the bidder have any queries or require any clarification, bidder should request the clarification from OICL in the format provided in "Appendix 3 - Query Format" for technical or other Terms & condition related queries / clarification. No clarification or queries will be responded in any other format. The bidder should make sure that all the queries and clarifications should reach OICL before 26/09//17 , 4:30 PM. 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.

3.1.9 Installation and Implementation

The bidder shall be responsible for supply, installation and commissioning of the video conferencing end points with technical specification as mentioned in Annexure-A; and to undertake AMC of equipments.

At the direction of OICL, the acceptance test of the solution shall be conducted by the successful bidder in the presence of OICL's authorized representative(s) and/or any other team or agency nominated by OICL. All expenses for acceptance test shall be borne by the bidder. The acceptance tests should include verification of documentation for equipment start-up procedures; shutdown procedures; configuration; fail over testing and testing of all redundancies – verification of documented fail-over and restoration procedures. Draft

Acceptance test procedure should be submitted by bidder. The final acceptance test procedures will be discussed and mutually agreed after the implementation.

3.1.10 Payment Schedule

The payment will be made as per the tentative milestones identified below as percentage of cost of the product (Hardware + Software + Warranty)

S.No	Milestone	Documents to be submitted	Percentage
1	Delivery of equipment at Madurai	Delivery Challan	70%
2	Successful implementation and integration of equipment with other connected center	Documentation, Installation report and ATR	30%
Total			100%

AMC charges will be paid quarterly in arrears.

3.1.11 Mode of Payment

OICL shall make all payments only through Electronic Payment mechanism (viz. ECS). Bidders should invariably provide the following particulars along with their offers:

- a) Account Number and Type of Bank account (Current / Savings/Cash Credit).
- b) IFSC / NEFT Code / MICR code, as applicable, along with a cancelled cheque leaf.
- c) Permanent Account Number (PAN) under Income Tax Act;
- d) TIN/Sales Tax Registration Number (for supply of Goods) and Service Tax, Registration Number (for supply of Services), as applicable.
- e) E-mail address of the bidder / authorized official (for receiving the updates on payments).

3.1.12 Currency of Payments

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

3.1.13 Delay in Bidder's performance

Implementation of the Solution 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, it's 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.

3.1.14 Tools and Equipment

The bidder shall provide all necessary tools and equipment required for the installation, maintenance and implementation of the supplied equipment & services.

3.1.15 Repeat Order

OICL may place Repeat Order against the original order for a quantity upto 50% of the original order quantity.

3.1.16 Other RFP Requirements

- 3.1.16.1 The Head Office of OICL is floating this RFP. However, the Bidder(s) getting the contracts shall install and commission the equipment, procured through this RFP, at New Delhi and Mumbai based offices or at such centers as OICL may deem fit and the changes, if any, in the locations will be intimated to the Bidder.
- 3.1.16.2 **Performance Evaluation** - OICL may choose to carry out performance evaluation of products 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.
- 3.1.16.3 The Bidder's representative and local office at New Delhi will be the contact point for OICL. The delivery status of equipments should be reported on a weekly basis.
- 3.1.16.4 Bidder should ensure that the hardware delivered to OICL including all components and attachments are brand new.
- 3.1.16.5 **OEM's Authorization Form** – The Bidder should furnish a letter from original equipment manufacturer in the format provided in Appendix 4 – OEM's Authorization provided along with this RFP.

3.2 Terms of Reference ('ToR')

3.2.1 Contract Commitment

OICL intends that the contract, which is contemplated herein with the Bidder, shall be for 3 years. However, the extension of the AMC post one year warranty period will be at the sole discretion of OICL.

3.2.2 Ownership, Grant and Delivery

The Bidder shall procure and provide a non-exclusive, non-transferable, perpetual license to OICL for the Software to be provided as a part of this project. The Software should be assignable / transferable to any successor entity of OICL.

OICL reserves the right to use the excess capacity of the hardware, licenses and other infrastructure supplied by the bidder for any internal use of OICL or its affiliates, or subsidiaries at no additional cost other than the prices mentioned in the commercial bid. The bidder agrees that they do not have any reservations on such use and will not have any claim whatsoever against such use of the hardware, licenses and infrastructure. Further the bidder also agrees that such use will not infringe or violate any license or other requirements

3.2.3 Completeness of the Project

The project will be deemed as incomplete if the desired objectives of the project **Section 2 – Detailed Scope of Work** of this document are not achieved.

3.2.4 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 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

3.2.5 Assignment

OICL may assign the hardware and related software 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 AMC 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.

3.2.6 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.

3.2.7 Insurance

The insurance shall be for an amount equal to 100 percent of the value of the Products from Warehouse to final destination on "All Risks" basis including War Risks and Strikes, valid for a period not less than one month after installation and commissioning and issue of acceptance certificate by OICL. Should any loss or damage occur, the Supplier shall initiate and pursue claim till settlement and promptly make arrangements for repair and/or replacement of any damaged item irrespective of settlement of claim by the underwriters.

3.2.8 Indemnity

Bidder shall indemnify, protect and save OICL and hold OICL harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, (2.8.ii) breach of any of the terms of this RFP or breach of any representation or warranty by the Bidder, (iii) use of the deliverables and or services provided by the Bidder, (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project. Bidder shall further indemnify OICL against any loss or damage to OICL's premises or property, OICL's data, loss of life, etc., due to the acts of the Bidder's employees or representatives. The Bidder shall further indemnify OICL against any loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the OICL for malfunctioning of the equipment or related software or deliverables at all points of time, provided however, (i) OICL notifies the Bidder in writing immediately on aware of such claim, (ii) the Bidder has sole control of defense and all related settlement negotiations, (iii) OICL provides the Bidder with the assistance, information and authority reasonably necessary to perform the above, and (iv) OICL does not make any statement or comments or representations about the claim without prior written consent of the Bidder, except under due process of law or order of the court. It is clarified that the Bidder shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to OICL's (and/or its customers, users and bidders) rights, interest and reputation.

Bidder shall be responsible for any loss of data, loss of life, etc., due to acts of Bidder's representatives, and not just arising out of gross negligence or misconduct, etc., as such liabilities pose significant risk.

Bidder should take full responsibility for its and its employee's actions.

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

- 2.8.ii.a) Non-compliance of the Bidder with Laws / Governmental Requirements
- 2.8.ii.b) IP infringement
- 2.8.ii.c) Negligence and misconduct of the Bidder, its employees, and agents
- 2.8.ii.d) Breach of any terms of RFP, Representation or Warranty
- 2.8.ii.e) Act or omission in performance of service.
- 2.8.ii.f) Loss of data

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.

The Bidder shall not indemnify OICL for

1. Any loss of profits, revenue, contracts, or anticipated savings or
2. Any consequential or indirect loss or damage however caused, provided that the claims against customers, users and bidders of OICL would be considered as a "direct" claim.

3.2.9 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.

3.2.10 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.

3.2.11 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.

3.2.12 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.

3.2.13 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.

3.2.14 Confidentiality

“Confidential Information” means any and all information that is or has been received by the Bidder (“Receiving Party”) from OICL (“Disclosing Party”) and that:

Relates to the Disclosing Party; and is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or (is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.

Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, memoranda or other documents, or materials relating to the licensed OS, the program documentation, the source codes, the object codes and all enhancements and updates, services, systems processes, ideas, concepts, formulas, methods, know how, trade secrets, designs, research, inventions, techniques, processes, algorithms, schematics, testing procedures, software design and architecture, computer code, internal documentation, design and function specifications, product requirements, problem reports, analysis and performance information, business affairs, projects, technology, finances (including revenue projections, cost summaries, pricing formula), clientele, markets, marketing and sales programs, client and customer data, appraisal mechanisms, planning processes etc. or any existing or future plans, forecasts or strategies in respect thereof.

“Confidential Materials” shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes, whether machine or user readable.

Nothing contained in this clause shall limit 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 clause, provided further that the Bidder shall at no point use the OICL’s confidential information or Intellectual property.

- 3.2.14.1 The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:
- 3.2.14.2 Disclose, transmit, reproduce or make available any such Confidential Information and materials to any person, firm, Company or any other entity other than its directors, partners, advisers, agents or employees, sub-contractors and contractors who need to know the same for the purposes of maintaining and supporting the hardware provided as a part of Project. The Receiving Party shall be responsible for ensuring that the usage and confidentiality by its directors, partners, advisers, agents or employees, sub-contractors and contractors is in accordance with the terms and conditions and requirements of this tender; or
- 3.2.14.3 Unless otherwise agreed herein, use any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.
- 3.2.14.4 In maintaining confidentiality hereunder the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:

- 3.2.14.4.1 Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure;
 - 3.2.14.4.2 Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;
 - 3.2.14.4.3 Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, sub-contractors and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub-contractors and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document; and
 - 3.2.14.4.4 Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof.
- 3.2.14.5 The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party:
- 3.2.14.5.1 Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control;
 - 3.2.14.5.2 To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party;
 - 3.2.14.5.3 So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control; and
 - 3.2.14.5.4 To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.
- 3.2.14.6 The restrictions in the preceding clause shall not apply to:
- 3.2.14.6.1 Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure (other than as a result of disclosure by the Disclosing Party contrary to the terms of this document); or any information which is independently developed by the Receiving Party or acquired from a third party to the extent it is acquired with the valid right to disclose the same.

3.2.14.6.2 Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do

so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.

3.2.14.6.3 The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this document.

3.2.14.6.4 The confidentiality obligations shall survive the expiry or termination of the agreement between the Bidder and OICL.

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 are:

- 2.14.6.4.a. Possessed by Bidder prior to receipt from OICL, other than through prior disclosure by OICL, as documented by Bidder's written records;
- 2.14.6.4.b. Published or available to the general public otherwise than through a breach of Confidentiality; or
- 2.14.6.4.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
- 2.14.6.4.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 harm, may leave OICL with no adequate remedy at law and OICL is entitled to seek injunctive relief.

OICL does not wish to receive the Confidential Information of Bidder, and Bidder agrees that it will first provide or disclose information, which is not confidential. Only to the extent that OICL requests Confidential Information from Bidder, shall Bidder furnish or disclose Confidential Information.

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. Confidential Information disclosed under this contract shall be subject to confidentiality obligations for a period of two years following the initial date of disclosure. 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.

3.2.15 Technological Advancements

The hardware and software proposed as part of this contract

- a. should not reach end of support during the period of contract

- b. Should not have been announced End of Life /Sales, at the time purchase order is raised by the OICL or at the time of supply.

In the event if the proposed hardware or software reached end of support during the period of contract, in such case the bidder is required to replace the end of support hardware/ software at no cost to OICL

3.2.16 Liquidated Damages

If the bidder fails to deliver and install the Solution within 75 calendar days of issue of Purchase Order including signing-off ATR (Acceptance Test Report mutually agreed by bidder and OICL) or to perform the services within the time period(s) specified in the contract, OICL shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% of the contract price for every week (seven days) or part thereof of delay, up to maximum deduction of 10% of the contract price. Once the maximum is reached, OICL may consider termination of the contract.

Performance of services shall be within the norms specified in the Service Level Agreement (SLA) forming a part of the contract. In case bidder fails to meet the above standards of maintenance, there will be a penalty as specified in the SLA.

3.2.17 Guarantees

Bidder should guarantee that the OS and allied components used to service OICL are licensed and legal. All hardware and related software must be supplied with their original and complete printed documentation.

3.2.18 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:

- I. If the bidder fails to deliver any or all of the Solution and services within the time period(s) specified in the contract, or any extension thereof granted by OICL; or
- II. 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.

3.2.19 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, 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.

3.2.20 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:

- 3.2.20.1 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.
- 3.2.20.2 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.

3.2.21 Termination for Convenience

Either party may, by 30 calendar days written notice sent to the other party, 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.

3.2.22 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 Madurai 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.

3.2.23 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.

3.2.24 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)

3.2.25 Price Fall

The prices charged for the solution/services supplied under the contract by the bidder shall in no event exceed the lowest price at which the bidder sells the hardware/software/services or offers to sell Solution/services of identical description to any persons/organizations including OICL or any department of the Central or State Government or any statutory undertaking of the Central or State government as the case may be during the currency of the contract

If at any time during the said period the bidder reduces the sale price, sells or offers to sell such Solution/services to any person/ organization including OICL or any department of a state or central government or statutory undertaking of the state and central government as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction of sale or offer to sell to OICL and the price payable under the contract for the Solution/services supplied after the date of coming into force of such reduction or sale or offer to sell shall stand correspondingly reduced.

3.2.26 Prices

The prices quoted (as mentioned in Appendix 1- Bill of Materials 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.

3.2.27 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.

3.2.28 Taxes and 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, Octroi / 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 reduction in taxes/ duties due to any reason whatsoever, after Notification of Award, the same shall be passed on to OICL. Any CGST/SGST/IGST will be paid to vendor only on providing GST number in the invoice. All compliances in respect of GST to be done by selected bidder vendor.

3.2.29 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 favour of OICL in such forms as shall be required by OICL after all payments due to the Supplier are made in full.

3.2.30 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.

In case the selected bidder fails to deliver the quantity as stipulated in the delivery schedule, OICL reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility (capped at 5% differential value) of the selected bidder. 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. 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 during Warranty, the bidder shall repay all the payment received from OICL and remove the solution supplied and installed by the bidder without any extra cost to the Company. If the Contract is cancelled during AMC, OICL shall deduct payment on pro-rata basis for the unexpired period of the contract.

3.2.31 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 debar 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 Supply, Installation, Implementation, Maintenance and Support of Video Conferencing End-Points at any time during the validity of the contract period with the selected bidder.

3.2.32 Limitation of Liability

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

OICL shall inform the Bidder all breaches and claims of indemnification and shall grant the Bidder sole authority to defend, manage, negotiate or settle such claims; and make available all reasonable assistance in defending the claims (at the expense of the Bidder). The written demand by OICL as to the loss / damages mentioned above shall be final, conclusive and binding on the Bidder and Bidder shall be

liable to pay on demand the actual amount of such loss / damages caused to OICL. In respect of demands levied by OICL on the Bidder towards breaches, claims, etc., OICL shall provide the Bidder with details of such demand levied by OICL. For the purposes of this Clause, the indemnity may be restricted to the areas mentioned, i.e., "claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Bidder to its employees, its agents, contractors and sub-contractors." However, there are other indemnities such as indemnity for IPR violation, confidentiality breach, etc., that the Bidder is expected to provide as per the RFP. 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.

3.2.33 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 RFP 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 RFP 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.

3.2.34 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 RFP. 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.

3.3 Service Level Agreement

- i. **Complaint Booking:** Complaint(s) can be booked by any Regional office / Head Office, New Delhi / OSTC. Breakdown/ failure calls will be intimated to the bidder by Telephone/ Web/ Fax / E-mail etc. The bidder should compulsorily allot a complaint ID for every complaint booked by any office by any medium. The downtime / breakdown period will be reckoned from the date and time of logging of the complaint by OICL.
- ii. **Complaint Resolution:** In case of Physical visit(s) by the engineer, all the reports of complaint resolution/ closure will be validated by Company's authorized personnel. Complaints will be deemed to be resolved if the customer call report is signed by both the service engineer and company's authorized personnel specifying that the complaint is satisfactorily resolved and giving the date and time of complaint booking and resolution.
- iii. **Conditions:** The bidder has to ensure that all the complaints lodged by the company are attended to and rectified within the shortest possible time. Sufficient spares need to be maintained by the bidder at appropriate locations to address any equipment related problem within the stipulated resolution time-frame desired by OICL.

iv. Response Time:

- a) Working-hour window will be from 10 AM to 6 PM (Monday to Friday)
- b) Any breakdown call should be resolved within 24 hours from the date and time of booking a call. However, the call should be attended to during working hours only.
- c) All Saturdays and Sundays and OICL holidays shall be excluded from the break-down period provided the call is resolved on the next working day.
- d) If the breakdown call is not resolved within the resolution time or no standby equipment is provided by the bidder, penalty will be charged as per the rates below:

S.N.	No of days taken to resolve breakdown call	Each End Point (Codec, Camera, Display unit etc)
1	Up to two days	Rs.1,000/- per day
2	Three to Five Days	Rs.2,000/- + Rs. 1,500/- per day from Third day
3	Beyond Five Days	Rs. 6,500/- + Rs. 2,000/- per day from Sixth day

v. Exclusions from downtime calculations

- a) Scheduled downtime approved by OICL for preventive maintenance, testing, system upgrades etc.
- b) Failures due to source power unavailability, UPS failure etc.
- c) Downtime because of LAN cabling faults or WAN link failures
- d) Force Majeure conditions not foreseen but mutually agreed by both the parties.

4. INSTRUCTION TO BIDDERS

4.1 Procedure for submission of Bids

The bidders will be required to submit following two documents in two separate envelopes.

1. PRE-QUALIFICATION BID with EMD consisting
 - a) Eligibility Checklist along with supporting documents
 - b) Technical Specification Compliance Sheet as per the formats given under Technical Bid Documents (Annexure A)
 - c) OEM's Authorization Form

2. COMMERCIAL BID consisting
 - a) Commercial Bid duly filled in with item wise prices (As per template given in Appendix 1 – Bill of Materials of this document)
 - b) Quotes (year wise), for Annual Maintenance Contract (AMC)
 - c) Summary.

Two sealed envelopes containing hard copies of pre-qualification bid and commercial bid along with Soft copies should be submitted in the following manner:

Envelope I – Two hard copies (spirally bound) of pre-qualification bid in the format given in this tender, with information requested by OICL along with EMD in the form of Bank Guarantee and 1 compact disk (CD) containing the soft copy of pre-qualification bid.

- a) Each of the two hard copies of pre-qualification bid should be a complete document, bound as a volume and placed in separate sealed envelopes super-scribed Pre-qualification Bid for Tender No: R e f N o : OICL/ROMDU/ITD/VC/2017/01 dated 12th Sept. 2017
- b) Each of the sealed envelopes should also be marked as “Original” and “First Copy” respectively.
- c) The two envelopes of pre-qualification bid should be placed in a single sealed envelope and super-scribed as : Pre-qualification Bid for Tender No: R e f N o : OICL/ROMDU/ITD/VC/2017/01 dated 12th Sept. 2017

Envelope II - Two spirally bound hard copies of commercial bid in the format given in this tender, along with 1 compact disk (CD) containing the soft copy of the commercial bid.

- a) Each of the two hard copies of the commercial bid should be a complete document, bound as a volume and placed in separate sealed envelopes super-scribed Commercial Bid for Tender No: ***R e f N o : OICL/ROMDU/ITD/VC/2017/01 dated 12th Sept. 2017***
- b) Each of the sealed envelopes should also be marked as "Original" and "First Copy" respectively.
- c) The two envelopes of commercial bid should be placed in a single sealed envelope super-scribed: Commercial Bid for Tender No: ***R e f N o : OICL/ROMDU/ITD/VC/2017/01 dated 12th Sept. 2017***

Note:

1. The Bid shall be typed in English and signed by the Bidder or a person duly authorized to bind the Bidder to the Contract. The person(s) signing the Bids shall initial all pages of the Bids.
2. All envelopes should be securely sealed and stamped.

4.2 Bid Security

EMD of ₹ 10,000/- (Rupees Ten thousands Only) in the form of Demand Draft favoring 'The Oriental Insurance Company Ltd'

- a) DD should be drawn on Nationalized / Scheduled bank in favour of 'The Oriental Insurance Company Ltd'. Non-submission of DD along with Eligibility-Bid document will disqualify the Bidder.
- b) Not applicable – only for BG

- c) For the bidders who do not qualify in this tender, DD amount will be returned after the selection of successful Bidder.
- d) EMD submitted by bidder may be forfeited if:
 - i. Bidder backs out of bidding process after submitting the bids;
 - ii. Bidder backs out after qualifying;
 - iii. Bidder does not accept the Purchase Order / Sign the Contract within the time prescribed by OICL after qualifying.

4.3 Evaluation Criteria

The competitive bids shall be evaluated in two phases:

Stage 1 – Pre-Qualification cum Technical evaluation criteria

Stage 2 – Commercial Bid

The Bidder needs to comply with all the eligibility criteria mentioned in Section 1.9 Eligibility Criteria and Technical specification compliance sheet as per Annexure-A.

The Bidders who meet ALL the criteria would only qualify for the second stage of evaluation.

The Bidders scoring a minimum of 70% score based on the detailed evaluation in Stage 1 (Technical Compliance) would be qualified and shortlisted for the Stage 2 (Commercial Bid Evaluation) of evaluation process. Post that OICL will award the contract to the successful Bidder whose bid has been determined as the Lowest Commercial bid (L1) in Stage 2 – Commercial Bid evaluation.

The details of the two stage evaluation process are mentioned in Annexure K– Evaluation Methodology.

5. BID DOCUMENTS

5.1 Eligibility Bid Documents

5.1.1 Eligibility Checklist

5.1.1.1 Eligibility Checklist should contain following:

- 1.1.1.1. Application Form for Eligibility Bid as per Annexure-C
- 1.1.1.2. OEM Authorization Form and declaration about back-to-back support from OEM as per Appendix 4
- 1.1.1.3. Declaration letter that the company is operating for last five financial years in India.
- 1.1.1.4. Copy of balance sheets of previous financial year.
- 1.1.1.5. Details of Service Centers as per Annexure-C
- 1.1.1.6. Certificate of Registration / Certificate of Incorporation, Sales Tax / Service Tax / VAT registration certificate.
- 1.1.1.7. The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder

- 1.1.1.8. EMD of ₹ 10,000/- (Rupees Ten thousands Lakh Only) in the form of DD favoring 'The Oriental Insurance Company Limited'
- 1.1.1.9. Similar projects Undertaken in the previous five financial years
- 1.1.1.10. Undertaking that the bidder has quoted for all items and the bid validity will be for 180 days from the date of submission of commercial bid.

5.1.1.2 Terms and conditions for Eligibility

1. The bidder should not quote in consortium with any other partner.
2. 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.
3. 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.
4. 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.

5.1.2 Technical Compliance Checklist

5.1.2.1 Technical specification compliance sheet as per Annexure-A

5.1.2.2 Conformity letter as per Annexure B

5.1.2.3 The bidder should also include a replica of the final commercial bid without prices. 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 Materials, Appendix 2- List of existing VC equipment

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.

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.

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.

5.2 Commercial Bid Documents

Commercial Bid should contain two hard copies and one soft copy of the Commercial-bid document as per Appendix 1 – Bill of Materials and Appendix 2 – List of existing VC equipment. There should be no hidden costs for items quoted.

Note:

1. As regard hardware supply, the total prices quoted should be inclusive of all taxes, freight, insurance, travelling, lodging, boarding and any other charges at the point of delivery. However, Octroi / local levies (if any), in respect of transaction between OICL and bidder, will be reimbursed by OICL, on submission of proof of actual transaction.
2. AMC charges are to be specified excluding applicable taxes.
3. Bidder has to quote the make and model of each and every product in the commercial bid format as per Commercial bid format given in Appendix 1 – Bill of Materials.
4. 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.

6. DISCLAIMER

This RFP is being issued by the OICL for inviting bids for Supply, Installation, Integration, Maintenance and Support of Video-Conferencing End-Points at select offices/locations of OICL and undertake AMC after expiry of the warranty period. The words 'Tender' and 'RFP' are used interchangeably to refer 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, the information is not intended to be exhaustive. Interested parties are required to make their own inquiries. OICL reserves the right to not 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.

Annexures and Appendices

Annexure A - TECHNICAL SPECIFICATIONS FOR VIDEO CONFERNING END-POINT

Note:

Proposed equipment Codec/Video-end-point including Camera has to be from **POLYCOM** to avoid any inter-operability and incompatibility concerns and to ensure seamless operations of all functionalities. Sign-off will happen only when the two end-points are integrated with the existing setup successfully.

Technical Compliance Checklist for End Point

Specifications for Polycom HDX 7000 or equivalent or higher model (compatible with MCU RMX 2000)		
S. No	Features	Specifications
1	Basic	The system should be capable of giving HD 1080p @ 30fps
2	Accessories	Mike, remote control, cables and power supply
3	Video Output	Should have 2 video (HDMI/DVI) outputs to connect two full HD displays
4	Video input	The system should have 2 video inputs to connect 1x HD Camera (1080P) and 1 PC/LAPTOP Input for presentation sharing
5	Network Interfaces	1 LAN /Ethernet--10/100 Mbps
6	Control	1* data port-RS 232 for control / USB
7	Audio Input	2x microphone (or in array), 2 x RCA/Phono: for input auxiliary, 1x 3.5 mm mini stereo / 1 x SPDIF for PC Audio
8	Audi Output	2 x RCA (dual mono) / HDMI / SPDIF/ Mini Stereo
9	HD Camera (1080p)	1/3" CMOS Camera, Minimum 10x Optical Zoom through endpoint OEM.

Technical Compliance Checklist for LCD Display Panel

S. No	Specifications for 55" SAMSUNG LFD MD 55B or equivalent or higher model	Compliance (Yes/ No)
1	The Display should have aspect ratio of 16:9.	
2	The Display should support true resolution of 1920X1080 pixels.	
3	The display should have following input terminals:	
	a) RGB Input –Mini D-Sub 15 PIN x 1 (For connecting PC/LAPTOP)	
	b) DVI-D In – 24+1 PIN (For connecting VC)	
	c) RS-232C - D-Sub 9 PIN X 1	
	d) HDMI In port	
	e) LAN port - RJ45	

Note:

1. Solution should be proposed with all necessary cables and connectors.
2. It is mandatory for the bidder to comply with all the line items given in the technical specifications (Annexure A). In case if the bidder does not comply with any of the line items given in technical specifications (Annexure A), it will not qualify to Stage 2 of evaluation process even if they score the cut-off marks in Stage 1.
3. The hardware and software components quoted should not become end of support from the OEM for next three years.

Annexure B – Conformity Letter

Pro forma of letter to be given by all the vendors participating in the Supply, Installation, Implementation, Maintenance and Support of Video Conferencing End-Points– RFP on their official letterheads

Date:

To
The Chief Regional Manager
The Oriental Insurance Company Limited
Regional Office Madurai
No.78, T P K Road, Andalpuram,
Madurai-625 003.

Sir,

Sub: Supply, Installation, Implementation, Maintenance and Support of Video Conferencing End-Points

Further to our proposal dated XXXXXXXX, in response to the RFP document (hereinafter referred to as “**RFP DOCUMENT**”) issued by Oriental Insurance Company Limited (“**OICL**”) we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP document and the related addendums and other documents including the changes made to the original tender documents issued by OICL, provided however that only the list of deviations furnished by us in Appendix 3 of the main RFP document which are expressly accepted by OICL and communicated to us in writing, shall form a valid and binding part of the aforesaid RFP document. OICL is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and OICL’s decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Authorized Signatory

Designation

Vendor’s corporate name

Annexure C – APPLICATION FOR ELIGIBILITY BID

To

The Chief Regional Manager,
The Oriental Insurance Company Limited,
Regional Office Madurai,
No.78, Ramalinga Radiance, II Floor,
Andalpuram, Madurai-625 003

Application form for the Eligibility of the Bidder

Reference: Tender No.

Ref No : OICL /RO MDU /ITD /VC /2017 /01 dated 17 th July 2017

Company Details

1.	Registered Name & Address of The Bidder	
2.	Location of Corporate Head Quarters	
3.	Date & Country of Incorporation	
4.	Sales Tax/ VAT registration number and date of registration	
5.	Service Tax registration No. and date of registration	
6.	In the VC business since (year)	
7.	Address for Communication	
8.	Contact Person-1 (Name, Designation, Phone, Email ID)	
9.	Contact Person-2(Name, Designation, Phone, Email ID)	

Turnover and Net worth:

Financial / Accounting Year	Turnover (Rs Crores)	Net worth (Rs Crores)
2014-2015		
2015-2016		
2016-2017		

Details of EMD (BG):-

Description	₹ 10,000/- DD towards EMD

Signature: _____

Name: _____

Designation: _____

Date: _____

(Company Seal)

Annexure D - List of Support / Service locations of the Bidder

Please provide the details of your corresponding office in the columns provided for:

S. No.	Address, Telephone Number and Fax Number of The Bidder's Support / Service Locations	Name of Bidder's Contact Person and his email address

Signature _____

Name _____

Designation _____

Date _____

(Company Seal)

Provide attested documentary evidence in support of the above mentioned maintenance & support facilities.

Annexure E – 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 hardware, software, and services should be provided by the Vendor viz., _____ and has accepted a bid by the Vendor for the supply of those hardware, software, and services 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.

The Schedule of Requirements and the Requirement Specifications

The Service Level Agreement

The General Conditions of Contract

The Purchaser’s Notification of Award

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 hardware, associated software, and 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 hardware, associated software, and 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:

Item No.	Description of the Item	Quantity	Price per Unit*	Total Price	Payment Terms

* Break-up would be as per commercial bid format

Total Value: _____

Delivery Schedule: _____

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 _____

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

Signature _____
Name _____
Designation _____
Address _____
Company _____
Date _____

**Company Seal
Witness I**

Signature _____
Name _____
Designation _____
Address _____
Company _____
Date _____

**Company Seal
Witness II**

Signature _____
Name _____
Designation _____
Address _____
Company _____
Date _____

Annexure G – PROFORMA FOR BANK GUARANTEE

To: (Name of Purchaser)

WHEREAS..... (Name of Supplier) (Hereinafter called "the Supplier") has undertaken, in pursuance of Contract No..... dated..... 2017 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 theday of.....

Signature and Seal of Guarantors (Supplier's Bank)

.....
Date.....
Address.....
.....
.....

(NOT APPLICABLE FOR THIS TENDER)

Annexure H – PROFORMA FOR PERFORMANCE SECURITY

To: (Name of Purchaser)

WHEREAS..... (Name of Supplier) (Hereinafter called "the Supplier") has undertaken, in pursuance of Contract No..... dated..... 2015 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 theday of.....

Signature and Seal of Guarantors (Supplier's Bank)

.....
Date.....
Address.....
.....
.....

Annexure I – AUTHORIZATION LETTER TO ATTEND TENDER OPENING

To
The Chief Regional Manager,
The Oriental Insurance Company
Limited,
Regional Office Madurai,
No.78, Ramalinga Radiance, II Floor,
Andalpuram, Madurai-625 003

Sir,

Reference: Tender No. OICL/ROMDU/ITD/VC/2017/01 dated 12th Sept. 2017

Mr. /Ms..... has been authorized to be present at the time of opening of above tender due on at on my/our behalf.

Yours faithfully

Signature of Bidder

Copy to: Mr/Ms.....for information and for production before the Tender Opening Committee at the time of opening of bids.

Annexure J – PRE QUALIFICATION-CUM-TECHNICAL CHECKLIST

S.NO	PRE-QUALIFICATION CRITERIA	SUPPORTING DOCUMENTS
1	Application Form for Eligibility Bid as per Annexure-C	
2	OEM Authorization Form and declaration about back-to-back support from OEM as per Appendix 4	
3	Declaration letter that the company is operating for last THREE financial years in India.	
4	Copy of balance sheets of previous financial year.	
5	Not applicable	
6	Certificate of Registration / Certificate of Incorporation, Sales Tax / Service Tax / VAT registration certificate.	
7	The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder	
8	EMD of ₹ 10,000/- (Rupees Ten thousands Only) in the form of DD favoring 'The Oriental Insurance Company Limited' as per Annexure-F	
9	Similar projects Undertaken in the previous five financial years	
10	Undertaking that the bidder has quoted for all items and the bid validity will be for 180 days from the date of submission of commercial bid.	
	TECHNICAL BID CHECKLIST	
11	Technical specification compliance sheet as per Annexure-A	
12	Conformity letter as per Annexure - B	
13	Masked commercial bid should be actual copy of the commercial bid submitted with prices masked	

Annexure K – EVALUATION METHODOLOGY

The competitive bids shall be evaluated in two phases:

Stage 1 – Eligibility criteria

Stage 2 – Commercial Bid

Stage 1 – Eligibility cum Technical Evaluation

Eligibility criterion for the bidders to qualify this stage is clearly mentioned in Section 1.9 Eligibility Criteria and Technical specification compliance sheet as per Annexure-A of this document. 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.

Stage 2 – Commercial Bid Evaluation

Only those bidders who meet all the criteria in the Eligibility cum Technical evaluation (Stage 1) will be qualified for the commercial bid evaluation. The total cost of ownership for the purpose of evaluation shall be calculated over the contract period (total cost of products & services as per Appendix 1 - Bill of Materials and Appendix 2- List of existing VC Equipment).

OICL will award the contract to the successful bidder whose bid has been determined as the Lowest Commercial bid (L1) through the commercial evaluation.

Bidders have to note that:

- In case there is variation between numbers and words; the value mentioned in words would be considered.
- The Bidder needs to provide unit costs for all components and services; unit rates would be considered for the TCO in case of any discrepancy in the totaling, modifications, addition, correction, etc.
- In the event the Bidder has not quoted or has omitted any mandatory product or service required for the Solution it shall be deemed that the Bidder shall provide the product or service at no additional cost to OICL.

Appendix 1 – Bill of Materials

Table 1:

OICL reserves the right to select few or all items quoted below during final contract sign-off. In such case the value of the contract will be the cost of selected items finally opted by OICL.

S.N.	Item	Make and Model	Total Units	Unit Cost	Total Cost including one year Warranty	AMC for 1 st Year	AMC for 2 nd Year
1	LFD Panel (55”)		1				
2	End-Point (Codec, Camera, Cables etc)		1				
3	Floor-Stand for 55” Display		1				
Total Cost							

Note:

1. The warranty will start from the date of signing the ATR and successful implementation of solution.
2. 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.
3. Bidder should strictly follow the format given in Table 1.

TOTAL COST:A (₹) = _____

In Words: _____

Witness

Bidder

Signature

Name

Designation

Company

Company Seal

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New end-points delivered with this RFP

S.N.	Item	Model	Total Units	AMC for 3rd Year
1	LFD Panel (55")		1	
2	End-Point (Codec, Camera, Cables etc)		1	
3	Floor-Stand for 55" Display		1	
Total Cost				

Appendix 3 - Query Format

Queries:

Sr. No.	Page #	Point / Section #	Query	OICL Response (Vendor Should not fill in this column)
1				
2				
3				
4				
5				
6				
7				
8				
9				

Date:

Authorized Signatory & Stamp

(Name: Contact Person, Phone No., Fax, E-mail)

Appendix 4 – OEM’s Authorization Form

Date: dd/mm/yyyy

To

The Chief Regional Manager,
The Oriental Insurance Company Limited,
Regional Office Madurai,
No.78, Ramalinga Radiance, II Floor,
Andalpuram, Madurai-625 003

Sir,

Reference: Tender No. OICL/ROMDU/ITD/VC/2017/01 dated 12th Sept. 2017

Sir,

We _____, (*name and address of the ‘manufacturer / developers’*) who are established and reputed ‘*manufacturers / developers*’ of _____ having factories at _____ (*addresses of locations*) do hereby authorize M/s _____ (*name and address of the bidder*) to bid, negotiate and conclude the contract with OICL against the above mentioned tender for the proposed ‘*equipment manufactured / software developed*’ along with the highest level of support services.

Yours faithfully,

For and on behalf of M/s _____ (*Name of the manufacturer*)

Signature _____
Name _____
Designation _____
Address _____
Date _____

Company Seal

