

The Oriental Insurance Company Limited



Request for Proposal

for

**Procurement of IT Support Service
(Annual Maintenance Contract & Facility Management Services).**

(Tender No.: OICL/RO/ITD/PC-AMC/2020/01 Dated 05/02/2021)

**The Oriental Insurance Company Limited
Information Technology Department
Regional Office, 4th Floor
Alok Bharati Towers, Saheed Nagar
Bhubaneswar - 751007**

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Non-Refundable Tender Fee**Non-Transferable Receipt****To be filled by OICL Official****OICL's Copy**

Tender Ref. No.	OICL/RO/ITD/PC-AMC/2020/01		
Copy No.			
Date of Issue			
Tender Issued to Bidder			
Cheque No./Draft No.			
Date			
Cheque/Draft Amount			
Bank Name			
Name of OICL Official			
Designation of OICL Official			
Signature			
OICL Official		Bidder's Representative with Contact No. and Date	

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This tender document is not transferable.

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

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

The Bidder shall bear all costs associated with the preparation and submission of the bid, including cost of presentation and demonstration for the purposes of clarification of the bid, if so desired by OICL. OICL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

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Purpose of this document

The purpose of this Request for Proposal (hereafter referred to as “RFP”) is to define scope of work for the Bidder for IT Support Services (Annual maintenance Contract and Facility Management). 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
API	Application Program Interface
ATR	Acceptance Test Report
ATS	Annual Technical Support
Bidder	Single point appointed by OICL for procurement and supply of the solution, based on the bill of materials shared by OICL.
DC	Data Centre which is located at Bengaluru
DRS/DRC/DR	Disaster Recovery Site which is located in Navi-Mumbai
HO	Head Office (Head Office includes OSTC Faridabad as well)
RO	Regional Office
DO	Divisional Office
BO	Branch Office
SVC	Service Centre
BC	Business Center
MO	Micro Office
INR	Indian Rupees
LAN	Local Area Network
Mbps	Million Bits per Second
MS	Microsoft
NCR	National Capital Region
PO	Purchase Order
OEM	Original Equipment Manufacturer
OICL	Oriental Insurance Company Limited
OS	Operating System
RF	Radio Frequency
RFP	Request for Proposal
SOW	Scope of Work
SDK	Software Development Kit
T&C	Terms & Conditions
TCO	Total Cost of Ownership
ToR	Terms of Reference
UAT	User Acceptance Test
Vendor	Selected / Successful Bidder as an outcome of the RFP with whom OICL signs the Contract.
VSAT	Very Small Aperture Terminal

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1. Introduction

About the Company

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

OICL has its Head Office at New Delhi, Primary Data Centre (PDC) at Bengaluru and Secondary Data Centre (SDC/DR) at Navi Mumbai, 29 Regional offices in various cities, Oriental Staff Training College (OSTC) at Faridabad, 450+ divisional offices, 500+ branch offices, Regional Training Centers, 30+ Claims Service centers, 30+ TP Hubs and 900+ Business Centers/micro offices geographically spread out across India. Currently head office has 5 buildings located in New Delhi along with OSTC Faridabad.

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

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

The company has sold more than 12 million new policies in the year 2019-20. The Company has more than 100 General Insurance products to cater to the varied insurance needs of its customers. It also has a strong workforce of about 12,000 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.

2. Notice inviting bids for purchase of IT Support and FM Services.

The Regional Manager (IT), The Oriental Insurance Company Limited invites bids from eligible companies / organisations/firms to provide 'IT Support Services' for 'IT Infrastructure' and 'Software' in OICL Regional Office, Bhubaneswar for a period of **3 years** with effect from **01st April 2021 to 31st March 2024**.

The existing 'IT Support Services' contract of 'IT Infrastructure' and 'Software' is expiring on **31st March 2021**. The Vendor shall familiarize itself with the OICL Environment and infrastructure before the start of the contract.

3. Project Objective

The Oriental Insurance Company Ltd. (OICL) envisages procurement of IT Support Services (Annual maintenance Contract and Facility Management) to meet its business and technology requirements. OICL proposes to invite bids from eligible Bidders for IT Support Services (Annual maintenance Contract and Facility Management).

3.1 Schedule of Events

Event	Target Date
Sale of RFP Document	05/02/2021 to 15/02/2021 between 11:00 AM and 03:00 PM
Last date to send in requests for pre-bid clarifications on mail id pitamberjena@orientalinsurance.co.in	19/02/2021; till 5:00 PM
Pre-Bid meeting (to be held at the conference hall of Regional Office, Bhubaneswar)	24/02/2021, 03:00 PM
Last date for submission of bid	01/03/2020, 3:00 PM
Opening of Eligibility Bid	01/03/2020, 3:30 PM
Declaration of Bidders shortlisted for opening of technical bid	Shall be announced later
Opening of Technical Bid	Shall be announced later
Declaration of Bidders shortlisted for opening of commercial bid	Shall be announced later
Opening of Commercial bid	Shall be announced later
Declaration of L1 Bidder	Shall be announced later

- OICL reserves the exclusive right to make any amendments / changes to or cancel any of the above events or any other action related to this RFP.

- If any of the above dates is declared a holiday for OICL, the next working day will be considered. OICL reserves the right to change the dates mentioned in the RFP.

3.2 Pre-Bid Clarifications Meeting

- 1) Pre-Bid Clarifications meeting will be held at the conference hall of Regional Office, Bhubaneswar.
- 2) To participate in the pre-Bid Clarifications meeting, it is mandatory for the Bidder to purchase the tender document and provide the transaction ID/Demand Draft no. over e-mail pitamberjena@orientalinsurance.co.in at least one day before the scheduled date of pre-bid meeting.
- 3) Time slot for Pre-Bid Meeting will be provided one day before the scheduled date of pre-bid meeting after the Bidder shares the transaction ID/Demand Draft no. of tender purchase over e-mail pitamberjena@orientalinsurance.co.in. In case of Bidder claiming MSME/NSIC exemption, a valid certificate should be submitted one day before the scheduled date of pre-bid meeting over e-mail ID pitamberjena@orientalinsurance.co.in
- 4) Response to Pre-Bid clarifications will be published after the Pre-Bid Meeting.
- 5) All queries/ requests for clarification from Bidders must reach us by e-mail (pitamberjena@orientalinsurance.co.in) as per the schedule mentioned in Section 3.1 of the RFP.
- 6) Format for the queries / clarification is provided in "Appendix 3 - Query Format". No clarification or queries will be responded in any other format. OICL will respond to any request for clarification of the tender document in the pre-bid meeting to be held as per the schedule mentioned in Section 3.1 of the RFP.
- 7) 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.

4. Availability of tender document

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

**The Oriental Insurance Company Limited, Information Technology Department
Regional Office, 4th Floor, Alok Bharati Towers, Saheed Nagar, Bhubaneswar - 751007.**

- 2) The RFP document will be available for sale at the above address on all working days as per the schedule mentioned in Section. 4.1 on payment of non-refundable Tender Fee of Rs.1,000/- inclusive of all taxes by crossed Demand Draft/ Banker's Pay Order in favour of "**The Oriental Insurance Company Limited**" payable at **Bhubaneswar**. (Exemption for eligible entities (i.e. MSME/NSIC), as per Government of India Guidelines, subject to submission of the relevant certificate. Certificate should be valid on the date of Bid Submission)
- 3) The Tender Document can also be purchased by online bank NEFT transaction with following bank details:

Name of Bank A/c (ie beneficiary)	The Oriental Insurance Company Limited
Name of Bank & Address of the Bank	Indian Overseas Bank, Saheed Nagar
Bank Branch Name	Saheed Nagar
Account type	Current
Account No	087302000000299
IFSC Code	IOBA0000873
Nine digit MICR Code No	75102004

- 4) Copy of Tender document will be available on our web portal www.orientalinsurance.org.in under the link 'Tenders'.
- 5) Bidders have to purchase Tender document in order to submit bids. Please note that the Company shall not accept any liability for non-receipt/non-delivery of bid document(s) in time.
- 6) Exemption for eligible entities (i.e. MSME/NSIC), as per Government of India Guidelines, subject to submission of the relevant certificate. Certificate should be valid on the date of Bid Submission

5. Eligibility Criteria

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

S.N.	Eligibility Criteria	Documents Required
1	Bidder should be a registered company in India under Companies Act 1956. Bidder should be in operation in India for minimum of Three years.	Certificate of incorporation
2	Bidder's annual turnover should be more than Rupees 20 Crore and Bidder should have positive Net worth (measured as paid-up capital plus free reserves) in the previous three financial years viz. FY 2017-18, 2018-19 & 2019-20.	1. Audited Financial statements for the respective financial years and/or 2. Published Balance Sheet and/or 3. CA certificate clearly highlighting the turnover and net worth as per the formula in the RFP
3	Bidder should be able to provide support at all OICL locations across Odisha.	Undertaking specifying the list of support location/service centres mapped with Odisha as a part of the bid document and Undertaking duly signed and stamped by the Authorized signatory stating that bidder will be able to provide the support as required in the RFP for the entire contract period at all the locations specified in the RFP.
4	Bidder should have local presence and must have prior experience of successfully providing IT Support Services for at least three BFSI/PSU/Govt. Customers in last three financial years (2017-18, 2018-19, 2019-20).	1. Undertaking from bidder specifying their offices and the quantity of staff in Odisha 2. Copy of original PO / Contract OICL may at its discretion ask the bidder to provide the name, designation, contact details and address of a contact person for each reference.
5	Bidder must provide minimum three references of Bidder's clients who have made purchase of IT Services (AMC / FM Services) in excess of Rupees Thirty Lakhs (single order) during last three financial years (2017-18, 2018-19, 2019-20).	Copy of original PO / Contract
6	The bidder should not be debarred / black listed by any Government or PSU enterprise in India as on date of the submission of RFP.	Self-Declaration on Bidder's Letterhead signed by authorized signatory.
7	Bidder should have at least 5 resources with ITIL certification valid as on the date of bid submission or Bidder shall have ISO 20000 Certification	Copy of Certifications
8	The Bidder should have their own service centre setup within Odisha and they should have complete tools for support/repair of computers and peripherals at Bhubaneswar.	Relevant Documentary proof to be attached.

6. Scope of Work

The Scope of Work includes:

1. Onsite comprehensive Maintenance Support for all IT Equipment as per list given in Annexure-6 at offices under RO Bhubaneswar.
2. Onsite Facility Management Services for assets under AMC as per list given in Annexure-6, assets under OEM/Supplier warranty and onsite support to employees of OICL working under RO Bhubaneswar while performing their duties from home. The Facility Management services shall consist of following:
 - i. Support for installation/reinstallation/uninstallation of Operating System, Device drivers, configuration of computer peripherals, Adobe Reader, Open Office, MSOffice (Licensed Version), Hindi Typing Software, INLIAS configuration, and any other software required in office PCs for OICL functioning.
 - ii. Client /Agents Management and patch update Management in OICL's PCs in coordination with RO/HO teams for:-
 - a. Centralised Anti-virus software (Symantec)
 - b. Enterprise Management Solution (Sapphire)
 - c. Centralized Helpdesk (Sapphire) at HO.
 - d. Biometric Solution (Secugen)
 - e. Data Loss Prevention (DLP) Solution
 - f. Network Access Control (NAC)
 - g. Mail Microsoft Exchange
 - h. Enterprise Content Management (EMC - Documentum)
 - i. Any other application required for OICL functioning.
 - iii. Domain Joining of PCs including proxy server settings in PCs in coordination with HO team.
 - iv. Configuration/reconfiguration of Network Switches.
 - v. Coordinate with OEM/ Supplier for support for Items under warranty.
3. Service Desk Management at RO Bhubaneswar. Service calls will be recorded and monitored through centralized Helpdesk portal (Sapphire) installed at OICL HO.
4. The Bidder shall deploy 1 Resident Engineer and 1 Helpdesk Coordinator at RO Bhubaneswar subject to acceptance by OICL. OICL may at its discretion ask the bidder to deploy additional resources, OICL will make the payment of the additional resource on the Pro-rata basis as per the Base Unit Price provided in the commercial (Table -2).
5. The Service Engineer/Resident Engineer should have minimum two years of relevant experience in managing PC Hardware, LAN Services and Network Switches.
6. Remote Call Maintenance for IT Assets mentioned in Annexure-6 installed at all OICL locations in Odisha and to users while working from home.
7. Quarterly Preventive Maintenance Activity in all the Offices of OICL in Odisha. PM activities should be planned before each quarter start and details shall be shared with the OICL team.
8. Maintenance of Local Area Network (LAN), which includes reconfiguration of network switches, maintenance & replacement of I/O ports and existing LAN Cabling.
9. Office wise earthing parameters Voltage (P-N, P-E and N-E) should be measured with the help of meter during Preventive Maintenance activity of UPS and office wise statement should be submitted to RO Bhubaneswar. In case earthing parameters are beyond permissible limits, the same should be discussed with RO Bhubaneswar for issue resolution. The standard earthing parameters are:

Phase to Neutral (PN): 220V-240V
 Phase to Earth (PE): 220V-240V
 Neutral to Earth (NE): 0.5V -3 V

7. Terms and Conditions

7.1 Definitions

- a. **OICL/ PURCHASER:** Shall mean The Oriental Insurance Company Limited.
- b. **'IT Support Services'** shall mean onsite comprehensive maintenance support to all 'IT Infrastructure', onsite 'Facility Management' support and loading/reloading, configuration/reconfiguration 'Softwares' Services as per detailed scope of work defined.
- c. **'IT Infrastructure'** shall mean Workstations, LaserJet (stand alone and Network) Printers, All-in-One Printers, High Speed Dot Matrix Printers, Line Matrix Printers, Scanners, Unix Servers, Windows Servers, LAN Switches, Online UPSs including External Chargers & Isolation Transformers, LAN Cabling, etc.
- d. **'Facility Management'** shall mean soft call support (excluding part replacement) for the IT assets which are under OEM/Supplier's warranty, support for dealer counters where IT Asset not owned by OICL, onsite support to all employees of OICL in Odisha while performing their duties from home.
- e. **'Software'** shall mean Default OS, Device drivers, Adobe Reader, Open Office, MSOffice (Licensed Version), Hindi Typing Software, Clients / Agents for Anti-virus, Enterprise Management Solution, Patch management, Email software, INLIAS configuration, and any other software required for OICL functioning.

7.2 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

- a. 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.
- b. 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.
- c. OICL reserves the right to extend the dates for submission of responses to this document.
- d. 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.
- e. 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.
- f. 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.
- g. 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.

- h. 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.

7.3 Sub-contracts

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.

7.4 Conditional bids

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

7.5 Submission of Bids

Bidders shall submit the Bids offline. For details please refer RFP Section 11 – Instructions to Bidders.

7.6 Performance Security

Within 15 days after the receipt of Notification of Award from OICL, the Bidder shall furnish performance security to OICL as per Appendix - 5, which shall be equal to 10 percent of the value of the contract - valid up to 30 days after the date of expiry of contract period in the form of a bank guarantee from a nationalized/scheduled bank as per the norms laid by the RBI.

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

7.7 Delay in Bidder's performance

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

7.8 Payment terms

All the Amounts will be paid quarterly in arrears in Indian Rupees Only (INR).

7.9 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 (11 digit code) / MICR code, as applicable, along with a cancelled cheque leaf.
- c) Permanent Account Number (PAN) under Income Tax Act.
- d) GST Number.
- e) E-mail address of the Bidder / authorized official (for receiving the updates on status of payments).

7.10 Currency of Payments

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

7.11 Other RFP Requirements

Quoting multiple options for any of the line item mentioned in the Bill of Material is not allowed.

7.12 Extension of the Contract

The AMC Contract may be extended for a further period up to one year (maximum) on pro-rata basis price negotiated up to max. 10% of the expiring contract value on mutually agreed terms between OICL and Bidder.

8. Terms of Reference ('ToR')

8.1 Contract Commitment

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

8.2 Completeness of Project

The project will be deemed as incomplete if the desired objectives of the project Section 6 – Scope of Work of this document are not achieved.

8.3 Assignment

OICL shall have the right to assign such portion of the services to any of the sub-contractors, at its sole option, upon the occurrence of the following: (i) Bidder refuses to perform; (ii) Bidder is unable to perform; (iii) termination of the contract with the Bidder for any reason whatsoever; (iv) Expiry of the contract. Such right shall be without prejudice to the rights and remedies, which OICL may have against the Bidder. The Bidder shall ensure that the said subcontractors shall agree to provide such services to OICL at no less favourable 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.

8.4 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.

8.5 Indemnity

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

- a) Non-compliance of the Bidder with Laws / Governmental Requirements
- b) IP infringement
- c) Negligence and misconduct of the Bidder, its employees, and agents

Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages.

The Bidder shall not indemnify OICL for

- (i) Any loss of profits, revenue, contracts, or anticipated savings or
- (ii) Any consequential or indirect loss or damage however caused

8.6 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.

8.7 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.

8.8 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.

8.9 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.

8.10 Sensitive Information

The Bidder is prohibited from unauthorized disclosure, modification or access any information considered sensitive.

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.

8.11 Confidentiality

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

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

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

In the event that Bidder is required by judicial or administrative process to disclose any information or materials required to be held confidential hereunder, Bidder shall promptly notify OICL and allow OICL a reasonable time to oppose such process before making disclosure.

Bidder understands and agrees that any use or dissemination of information in violation of this Confidentiality Clause will cause OICL irreparable harm, may leave OICL with no adequate remedy at law and OICL is entitled to seek to injunctive relief.

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

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

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

The Bidder shall adhere to the norms of Information Security guidelines laid down by OICL.

8.12 Termination for Default

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

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

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

8.13 Force Majeure

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

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

8.14 Termination for Insolvency

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

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

the court or debenture/shareholders to appoint a receiver or a manager, provided that such termination will not prejudice or affect any right of action or remedy accrued or that might accrue thereafter to the OICL.

8.15 Termination for Convenience

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

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

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

8.16 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 Bhubaneswar. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Bhubaneswar 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.

8.17 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.

8.18 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 Bhubaneswar (with the exclusion of all other Courts).

The personnel employed by Bidder in OICL's premises shall be engaged by him as his own employee in all respects and responsibilities/obligations under Contract Labour (Regulation & Abolition) Act 1970, Factories Act 1948, Workmen's Compensation Act 1923, the Employees' Provident Fund and Miscellaneous Provisions Act 1952, The Minimum Wages Act 1948, Child Labour (Prohibition & Regulation) Act, 1986 and other applicable statutory enactments shall be that of the Bidder. The Bidder shall indemnify OICL against all claims whatsoever in respect of the said personnel under the aforesaid Acts or any other statutory provisions or the like in respect of any damage, penalty, compensation, interest, fines payable consequent to any accident or injury sustained by any worker of the Bidder during the period of contract.

8.19 Minimum Wages

The Bidder during the period of contract shall pay wages not less than minimum wage prescribed by Government from time to time to the personnel engaged by him in this contract.

The Bidder must ensure that the wages to the Workers are paid within the stipulated time as provided under relevant Rules & Regulations/Law/Statute in force. The Service Provider/ Contractor will not link the payment of wages to the workers with settlement of his bills by OICL.

The Bidder will deduct ESI contribution and Provident fund contribution of the employees from the minimum wages of the workers at the rate as applicable from time to time and deposit the same with the appropriate authorities along with Employer's contribution of ESI and PF as per the rate applicable from time to time wherever applicable.

The Bidder will be liable to get the Provident fund refunded from the Provident Fund Commissioner of the worker, if he is terminated, dies, or leaves the job.

8.20 Prices

The prices quoted (as mentioned in Appendix 01- 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.

8.21 Taxes & Duties

The Prices Quoted by the bidder shall be exclusive of all the applicable taxes. OICL shall pay the taxes on actuals.

8.22 Deduction

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

8.23 No Claim Certificate

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

8.24 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 this project at any time during the validity of the contract period with the selected Bidder.

8.25 Limitation of Liability

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

8.26 Waiver

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this tender document or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this tender document all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

8.27 Violation of terms

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

9. Instructions to Bidders

The Bidders will be required to submit following three documents in three separate envelopes.

1. Eligibility Bid
2. Technical Bid
3. Commercial Bid

Three sealed envelopes containing hard copies of pre-qualification bid, technical 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 Ref. No. OICL/RO/ITD/PC-AMC/2020/01
- 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: OICL/RO/ITD/PC-AMC/2020/01

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

- a) Each of the two hard copies of technical bid should be a complete document, bound as a volume and placed in separate sealed envelopes super-scribed Technical Bid for Tender No: OICL/RO/ITD/PC-AMC/2020/01
- b) Each of the sealed envelopes should also be marked as "Original" and "First Copy" respectively.
- c) The two envelopes of technical bid should be placed in a single sealed envelope super-scribed: Technical Bid for Tender No: OICL/RO/ITD/PC-AMC/2020/01
- d) Soft copy of the response to the technical bids should also be provided in MS excel/MS word. The soft copy is to be placed in Technical Bid. In case of any discrepancies between the hardcopy and softcopy OICL will use the hardcopy submitted by the Bidder for the evaluation. THE SOFT COPY SHOULD NOT CONTAIN COMMERCIALS AND COMMERCIALS ARE TO BE ENCLOSED ONLY IN COMMERCIAL BID COVER. A masked copy of bill of material should be a part of technical bid.
- e) The Bidders have to note that the technical proposal must contain Soft copy of the technical bid only. Soft copy of the commercial bid should not be enclosed with technical bid.

Envelope III - 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: OICL/RO/ITD/PC-AMC/2020/01
- 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: OICL/RO/ITD/PC-AMC/2020/01

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.
3. It is mandatory for the bidder to quote for all the items mentioned in the RFP.

9.1 Bid Security

Bid Security in the form of Bank Guarantee (BG) / Bank Draft of **Rs. 2,00,000/- (Rupees Two Lakhs Only)** favouring '**The Oriental Insurance Company Ltd**' payable at Bhubaneswar valid for 180 days from the last date of submission of Commercial Bid should be submitted (**Exemption for eligible entities (i.e. MSME/NSIC), as per Government of India Guidelines, subject to submission of the relevant certificate. Certificate should be valid on the date of Bid Submission**)

1. BG should be drawn on Nationalized / Scheduled Bank in favour of 'The Oriental Insurance Company Ltd'. Non-submission of BG along with Eligibility-Bid document will disqualify the Bidder.
2. BG will be returned to the qualified Bidder after acceptance of Purchase Order and/ or Signing of the Contract(s) by the Bidder and submission of required Performance Bank Guarantee (PBG).
3. For the Bidders who do not qualify in this Tender, BG will be returned after the selection of successful Bidder.
4. EMD submitted by Bidder may be forfeited if:
 - Bidder backs out of bidding process after submitting the bids.
 - Bidder backs out after qualifying.
 - Bidder does not accept the Purchase Order / does not Sign the Contract within 15 days of issuance of purchase order after qualifying.
5. Exemption for eligible entities (i.e. MSME/NSIC), as per Government of India Guidelines, subject to submission of the relevant certificate. Certificate should be valid on the date of Bid Submission.

10. Evaluation Criteria

The competitive bids shall be evaluated in three stages:

10.1 Eligibility Evaluation

Eligibility criterion for the Bidders to qualify this stage is clearly mentioned in Section 5 - Eligibility Criteria 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.

10.2 Technical Evaluation

The Technical bids of bidders qualifying the eligibility criteria will be opened and reviewed to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at OICL'S discretion. It is mandatory for the Bidder to comply with all the line items given in the technical specifications (Annexure 1). In case if the Bidder does not comply with any of the line items given in technical specifications (Annexure 1), it will not qualify to Stage 3 of evaluation process.

10.3 Commercial Evaluation

The commercial bids for the technically qualified Bidders will be opened and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at OICL'S discretion.

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

11. Bid Documents

11.1 Eligibility Bid Documents

Eligibility document should contain following:-

1. Compliance to Eligibility Criteria on the Bidder's letter head along with required supporting documents as per Section 5 duly signed and stamped by the Authorized signatory.
2. The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.
3. EMD of **Rs.2,00,000/-** (Rupees Two Lakhs Only) in the form of form of Bank Guarantee (BG) / Bank Draft favouring '**The Oriental Insurance Company Ltd**' payable at Bhubaneswar valid for 180 days from the last date of submission of Commercial Bid as per format mentioned in Appendix-4.
4. 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. Statement of No-Deviation as per Appendix-7.
6. Application Form for Eligibility Bid as per Annexure 3.
7. Confirmation of Tender Fee Submission.
8. Non-Disclosure Agreement Signed and Stamped as per Annexure-5

Note:

1. Participation in this tender will mean that the Bidder has accepted all terms and conditions and clauses of this tender and subsequent modifications to this tender, if any.
2. The documentary evidence asked in respect of the eligibility criteria would be essential. Bids not accompanied by documentary evidence may be subject to rejection. Clarification/ Additional documents, if any, sought by OICL from the Bidder has to be submitted within the stipulated time. Otherwise, bid will be rejected and no further correspondence in the matter will be entertained by OICL.
3. Any alterations, erasures or discrepancies in figures etc. may render the bid invalid. The bid may be rejected in case of non-adherence to any of the instructions given above.

11.2 Technical Bid Documents

Technical Bid should contain the following:

1. Executive Summary of Bidder's response: The Executive Summary should be limited to a maximum of five pages and should summarize the content of the response. It should initially provide an overview of Bidder's organization and position with regards to proposed solution and professional services. A brief description of the unique qualifications of the Bidder should be included. Information provided in the Executive Summary is to be presented in a clear and concise manner.
2. Covering Technical Letter (Appendix 2), giving reference of this tender and consent for acceptance of all the Terms and Conditions of this tender.
3. Implementation Methodology & Detailed Work Plan (Project Plan).
4. Compliance to Minimum Technical Specifications as per Annexure-1.
5. Masked Commercial Bid: The Bidder should also include a replica of the final commercial bid without prices in the technical bid. "The Bidder must note that the masked commercial bid should be actual copy of the commercial bid submitted with prices masked and not copy of the Pro-forma/format of the Appendix 1 – Bill of Materials in the RFP."
6. Escalation Matrix for call logging and escalation purpose.

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.

11.3 Commercial Bid Documents

Commercial Bid should be as per the format mentioned in Appendix 1 – Bill of Materials. The Commercial Bid should give all relevant price information and should not contradict the Technical Bid in any manner. There should be no hidden costs for items quoted.

The rates quoted should be in Indian Rupees only and same should be rounded off to the nearest rupee and filled in both words and figures.

12. Service Level Agreement:

The bidder is required to provide a draft SLA covering all the equipment and services supplied. The SLA must clearly mention how the commitments will be monitored and measured. The final SLA shall be drafted in consultation with OICL.

The SLA should ensure that the entire 'IT Infrastructure' is available for use during business hours (10:00 AM to 6:00 PM, Monday to Friday) and any Complaint Booking: onsite engineers or OICL officials can book Complaint.

In case office operate on Saturdays, Sundays or any other holiday, OICL office will inform in advance and the bidder shall arrange support accordingly.

Telephone / Web / Fax / E-mail etc will intimate breakdown / failure calls to the bidder. 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.

Complaint Resolution: in case of Physical visit by the engineer, Company's authorized personnel will validate all the reports of complaint resolution / closure. Complaints will be deemed resolved if the customer call report is signed by both the service engineer and company's authorised personnel specifying that the complaint is satisfactorily resolved and giving the date and time of complaint booking and resolution.

1. 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.
2. 80% of the Machines shall be with latest versions/patches of Antivirus as released by OEM(Symantec) and bidder shall submit the report to OICL about the versions running in the PC at the end of every quarter. For every default, a penalty of 5% of the quarterly pay-out will be deducted.
3. Resolution time
RO Centre and RO City Offices including Cuttack City - 48 Hrs (2 working days)
Other Offices - 72 Hrs (3 working days)

If the breakdown call is not resolved within the resolution time of the bidder provides no standby equipment, penalty will be charged as per the rates below to the maximum of unit purchase price of that machine:-

S.No.	Items	Penalty per day (in Rs.)
1	Windows 10 PC - Dell - (Pentium dual core G4400/4GB RAM/500GB HDD) with 18.5" Monitor	500
2	Windows 10 PC- Acer – (AMD A6 7400/4 GB RAM/1 TB HDD) with 18.5" Monitor	500
3	Windows 10 PC (HP/Acer) - AMD Ryzen 3/8 GB RAM/1 TB HDD with 18.5" Monitor	500
4	Acer – (Intel Core i7, 16 GB RAM/1 TB HDD) with 24" Monitor	500
5	Windows 8 PC - Wipro (Intel Core i3-3240/4 GB RAM/500 GB HDD)	500
6	PCs including OS – Other Make	500
7	LJP - HP 202dw, 403dn,501dn,202dn	200
8	LJP - HP M203d	200
9	All Other HP LJPs	200
10	All other Non HP LJPs	200
11	Multifunction Printer	500
12	UPS 10 KVA	1500
13	Ext. charger for 10 KVA UPS	1500
14	Isolation Transformer for 10 KVA UPS	1500
15	UPS 5 KVA	1000
16	External Charger for 5 KVA UPS	1000
17	Isolation Transformer for 5 KVA UPS	1000
18	UPS 1 KVA	500
19	External Charger for 1 KVA UPS	500
20	Isolation Transformer for 1 KVA UPS	500
21	UPS Inverter	500
21	Network Switch – Cisco 2960	1000
22	Network Switch – D link DESI1016D	1000
23	Racks	200

Note: Failure/crashing of Operating System (OS) shall also be considered as machine breakdown.

Exclusions from downtime calculations:

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

13. Appendix

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13.1 Appendix 1: Bill of Material

Table.1 AMC and PM Activity				Year 1(2021-22)		Year 2(2022-23)		Year 3(2023-24)	
S. No	Item Description	Year of Purchase	Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
			A	B	C= A x B	D	E=A x D	F	G=A x F
1	Windows 10 PC - Dell - (Pentium dual core G4400/4GB RAM/500GB HDD) with 18.5" Monitor	2017	240						
2	Windows 10 PC (HP/Acer) - AMD Ryzen 3/8 GB RAM/1 TB HDD with 18.5" Monitor	2019	31						
3	Windows 8 PC - Wipro (Intel Core i3-3240/4 GB RAM/500 GB HDD)	2013	44						
4	Windows 7 PC – Wipro (Intel Pentium G6950/4GB RAM/320GB HDD)	2011	11						
7	LJP - HP 202dw, 403dn,501dn,82540dn	2019	73						
8	LJP - HP M203d	2017	41						
9	All Other HP LJPs	-	56						
10	Multifunction Printers	-	32						
13	UPS 10 KVA - APC	2007	2						
14	Ext. charger for 10 KVA UPS	2007	2						
15	Isolation Transformer for 10 KVA UPS	2007	2						
16	UPS 5 KVA – APC	2007/2018	25						
17	External Charger for 5 KVA UPS	2007/2018	25						
18	Isolation Transformer for 5 KVA UPS	2007/2018	25						
19	UPS 1 KVA - APC	2015	3						
20	UPS Other Make	2006/2012	33						
21	Network Switch – Cisco 2960	2017	34						
23	Racks	2007	34						
	Server Unix	2002/2010	2						
	Laptops	2009/2017/2018/2019	14						
	Earthing Pit	-	61						
Total Price									
Total Price for 1st +2nd + 3rd Year (C+E+G)									

Note:- Total cost for each line item quoted in Table 1 shall be sum of AMC and PM Activity out of which 20% of total quoted cost for each line item will be considered as cost of PM Activity for that line item.

Table.2 Resident Engineer and Helpdesk Coordinator (Amount in Rs.) (Excluding taxes)

S.No	Item Description	Quantity	Year 1		Year 2		Year 3	
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
		A	B	C= AxB	D	E=AxD	F	G=A x F
1	Charges for Resident Engineer – 1 for Regional Office	1						
2	Charges for Helpdesk Coordinator at Regional Office	1						
Total Price								
Total Price for 1st +2nd + 3rd year (C+E+G)								

Total Price (Amount in Rs.) (Excluding taxes)	
Table1 (AMC and PM Activity)	
Table 2 (Resident Engineer and Helpdesk Coordinator)	
Total Price (Table 1 + Table 2)	

Total Cost in figures: _____

Total Cost in Words: _____

Grand Total in Words – (Rupees.....)

Note:

- Bidder should strictly follow the format given in Table.
- 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. The Bidder is responsible for all the arithmetic computation and price flows. OICL is not responsible for any errors.

13.2 Appendix 2: Covering Technical Offer

To,

The Regional Manager,
IT Department,
Regional Office, Bhubaneswar

Dear Sir,

1. Having examined the Scope Documents including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply and deliver all the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your company in conformity with the said Scope Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Scope.
2. If our Bid is accepted, we undertake to abide by all terms and conditions of this Scope and also to comply with the delivery schedule as mentioned in the Scope Document.
3. We agree to abide by this Scope Offer for 180 days after the last date of submission of commercial bid and our Offer shall remain binding on us and may be accepted by OICL any time before expiry of the offer.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
6. We certify that we have provided all the information requested by OICL in the format requested for. We also understand that OICL has the exclusive right to reject this offer in case OICL is of the opinion that the required information is not provided or is provided in a different format.

Dated this.....by20

Authorised Signatory

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

(This letter should be on the letterhead of the Bidder duly signed by an authorized signatory)

Signature and Seal of the Bidder

13.3 Appendix 3: Query Format

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

13.4 Appendix 4: Pro forma for Bid Security

To: (Name of Purchaser)

Whereas _____ (hereinafter called 'the Bidder') has submitted its bid dated _____ for the _____. (hereinafter called "the Bid").

KNOW ALL MEN by these presents that WE _____ having our registered office at _____ (hereinafter called "the Bank") are bound unto The Oriental Insurance Company Limited (hereinafter called "the Purchaser") in the sum of Rupees _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 2020.

The Conditions of this obligation are:

If the Bidder withdraws his bid during the period of bid validity specified by the bidder in the bid; or

If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity

- i. fails or refuses to execute the Contract Form, if required; or
- ii. fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidder.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to 180 days from the date of bid submission, and any demand in respect thereof should reach the Bank not later than the above date.

Dated this.....day of.....

Place:

Date:

Seal and signature of the vendor

13.5 Appendix 5: Pro forma for Performance Security

To: (Name of Purchaser)

WHEREAS..... (Name of Supplier) (Hereinafter called "the Supplier") has undertaken, in pursuance of Contract No..... dated..... 2020 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.....

13.6 Appendix 6: OEM's Authorization Form (For UPS)

To,

The Regional Manager,
IT Department,
Regional Office, Bhubaneswar

Tender Ref. No. OICL/RO/ITD/PC-AMC/2020/01

Dear Sir,

We _____, (name and address of the 'manufacturer / developers') who are established and reputed 'manufacturers / developers' of _____ having 'factories / software development centres' at _____ (addresses of 'manufacturing 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' by us.

We hereby extend our support as per terms and conditions of the RFP and the contract for the services offered for supply against this RFP by the above-mentioned Bidder, and will extend full support for a period of two years.

Yours faithfully,

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

Signature	_____
Name	_____
Designation	_____
Address	_____
Date	_____

Company Seal

13.7 Appendix 7: Statement of No Deviation from Tender Terms and Conditions

To,
The Regional Manager,
IT Department,
Regional Office, Bhubaneswar

Tender Ref. No. OICL/RO/ITD/PC-AMC/2020/01

Dear Sir,

There are no deviations (null deviations) from the terms and conditions of the tender. All the terms and conditions of the tender are acceptable to us.

Yours faithfully,

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

Signature _____

Name _____

Designation _____

Address _____

Date _____

Company Seal

13.8 Appendix 8: Non-Blacklisting Declaration form

To,
The Regional Manager,
IT Department,
Regional Office, Bhubaneswar

Tender Ref. No. OICL/RO/ITD/PC-AMC/2020/01

Dear Sir /Madam,

With reference to your above referred tender regarding procurement of Procurement of IT Support Services(Annual Maintenance Contract & Facility Management Services), we hereby confirm that we are not debarred / black listed by any Government or PSU enterprise in India as on date of the submission of RFP.

Authorized Signatory

Name:

(Stamp)

Date:

Place:

14. Annexure

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14.1 Annexure 1: Technical Specifications

S. No.	Mandatory Technical Requirements	Bidder's Detailed Response
A	<p>Comprehensive Annual Maintenance Contract:</p> <ul style="list-style-type: none"> i. The List of IT Assets to be included under AMC is given as per Annexure-6. ii. The current AMC support contract expires on 31st March 2021. The onsite AMC support will be for 3 years i.e. from 01st April 2021 to 31st March 2024. The normal support window would be applicable from 10:00 AM to 6:00 PM (Monday to Friday) as per Company's current working hours. In case, office working hours change, the support window will change accordingly. iii. In case office operate on Saturdays, Sundays or any other holiday, OICL office will inform in advance and the bidder shall arrange support accordingly. iv. Resolution Time: RO Centre and RO City Offices including Cuttack City - 48 Hrs (2 working days) Other Offices - 72 Hrs (3 working days) v. The Bidder shall make back-to-back arrangement with OEMs/OEM certified partner for APC make UPSs. Bidder is required to submit the back-to-back arrangement certificate on the OEM Letterhead before raising the first invoice/bill to OICL and payment shall be made by OICL post receiving of the required certificate inline with the RFP requirement. For the Product for which bidder is not providing the back-to-back arrangement certificate, the bidder is required to provide the required support for the entire contract period. vi. Bidder is required to adhere to the Scope , terms and SLA of the RFP. vii. In case problem persists or the equipment needs to be removed to workshop for repairs, a standby should be provided within 24 hours of receiving complaint. The standby equipment provided should be of equivalent or higher specifications, so that normal job of OICL is not hampered. In this case, the repaired original equipment is to be installed back/permanent replacement provided within 25 days of removal. viii. The bidder shall provide 'IT Support Services' as per detailed scope of work defined. The list of IT equipment is as per Annexure-6. ix. The support will survive even after change of location of the IT Equipment. x. All the parts of the machines will be covered under AMC except printer cartridge, UPS Batteries and user induced externally visible broken components. xi. AMC would also cover maintenance of patches/bug fixes (available from the original software vendor) for Operating System, Antivirus, and other softwares under use or OICL Procures during the contract period. xii. The Bidder shall ensure Proper Data Backup in consultation with user in case of OS reinstallation and restore the machine to the earlier state. The Bidder will have to carry external CD/DVD drive wherever OS installation is required. xiii. Any deletion of IT Asset will be done on the discretion of OICL during the contract. Billing for such excluded assets will stop from the date of intimation from OICL for exclusion xiv. Any addition of IT Asset will be done on the discretion of OICL during the contract period. Billing for such included assets will be made on pro rata basis. 	

	<p>xv. The Bidder is also required to arrange resource to coordinate with OICL's WAN Service Provider and PC-NOC helpdesk teams enabling their network access through office router to the office networking equipment as and when required.</p> <p>xvi. The Bidder will keep 10% spares in stock for PC & Its sub Component, Printers and Its sub component at Regional Office to meet day-to-day requirement for speedy complaint resolution.</p>	
B	<p>Onsite Resources:</p> <p>i. The Bidder shall deploy 1 Resident Engineer and 1 Helpdesk Coordinator at OICL Office subject to acceptance by OICL.</p> <p>ii. The Service Engineer/Resident Engineer should have minimum two years of relevant experience in Managing PC Hardware, LAN Services and Network Switches effectively.</p> <p>iii. In case of absence of Resident Engineer / Helpdesk Coordinator, the Bidder without any delay shall provide a backup Resource.</p> <p>iv. OICL has its centralised helpdesk portal for which limited access will be provided to the Bidder for complaints lodging/monitoring/reporting and penalty calculation, etc.</p> <p>v. Bidder shall facilitate and coordinate with users for registering complaints through telephone call, email, web interface on centralised helpdesk portal.</p> <p>vi. Call tracking reports from the help-desk will be made available online to OICL by the bidder.</p> <p>vii. The Bidder, on its own expenses will arrange all PCs and Phone lines to be used by Helpdesk coordinators and Resident Engineers.</p> <p>viii. In case the total number of assets under warranty (i.e. UPS, Printer, Desktop etc.) increases, for every 20% increase in assets, OICL will ask the bidder to deploy additional engineer. Payment will be made for the additional resource on pro rata basis at the rates provided in the Bill of material –Table 2. If the asset increment is less than 20% than Facility Management services has to be performed by the deployed resources only, no additional payment will be provided by OICL. The Resource services are required till the warranty of the assets and once the warranty expires the assets will be included in the AMC and PM activity assets list and same shall be paid on pro rata basis as per the costing provided in the Bill of Material (Table 1)</p>	
C	<p>Symantec Antivirus Software Updates:</p> <p>i. The bidder shall implement /integrate/ maintain/manage/support (includes patches, updates and upgrade implementation) regularly with latest version as well as check and clean the system for Viruses.</p> <p>ii. Though the Symantec Anti Virus client updation in PCs will be regularly done through centralised system but in case any PC is not able to take automatic update due to malfunctioning, auto update from Data Centre will be stopped to avoid choking of office band width and in such cases, the Bidder shall update Anti Virus client manually/Remote and verify in the details in the reports shared by OICL for Anti Virus</p> <p>iii. The daily/weekly reports giving information for non-updated Antivirus clients will be provided by the OICL. The Bidder will submit compliance analysis report to HO.</p> <p>iv. The Bidder shall coordinate with Centralized Antivirus Helpdesk Team for maintenance and upkeeping of Group Update Provider (GUP) Server.</p>	
D	<p>Clients/Agents Management and patch update Management in coordination with Head Office teams: The bidder shall implement /integrate/ maintain/manage/support (includes patches, updates and upgrade implementation) on all workstations across all OICL offices</p>	

	<p>mentioned in Annexure-6 and keep it up to date throughout the contract period for following applications:-</p> <ol style="list-style-type: none"> Centralised Anti-virus software (Symantec) Enterprise Management Solution (Sapphire) Centralized Helpdesk (Sapphire) at HO having partitions for individual ROs Biometric Solution (Secugen) Data Loss Prevention (DLP) Solution Network Access Control (NAC) Mail Microsoft Exchange Enterprise Content Management (EMC - Documentum) Any other application required for OICL functioning. 	
E	<p>Preventive Maintenance Activity:</p> <ol style="list-style-type: none"> The bidder shall perform quarterly preventive maintenance of all the equipment under AMC. The PM activity sheet will be provided by the OICL 15 days prior to the beginning of every quarter for each type of machine. The Bidder shall provide office wise PM activity schedule one week prior to the beginning of every quarter. The Bidder shall install necessary softwares, OS patches, Anti-Virus patches etc. as per the requirement of OICL during PM activity. The Bidder shall ensure that all machines are in domain. The Bidder shall make any changes required in configuration and settings of OS or any other software during PM activity. PM activity for Network Switch and UPS will be carried out either after working hours or on weekends after finalizing the date in consultation with OICL. The Bidder shall check the earthing status for each office during PM activity and report the same in PM call sheet. The PM activity report signed by user is to be submitted to OICL quarterly along with quarterly bill/invoice. The bidder shall arrange for regular cleaning and hygiene of the Racks. 	
F	<p>Monthly Meeting:</p> <p>The Bidder will have Monthly Review Meeting with concerned RO-IT team and submit Minutes of Meeting.</p>	
G	<p>Training:</p> <p>The Resident Engineer shall prepare, update and provide documentation to Field Engineers/Service Engineers deployed across OICL Offices as mentioned in the RFP for call resolution.</p>	

14.2 Annexure 2: Authorization letter to attend tender opening

To,
The Regional Manager,
IT Department,
Regional Office, Bhubaneswar

Dear Sir,

Tender Ref. No. OICL/RO/ITD/PC-AMC/2020/01

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

Note: Authorization should be on the letterhead of the concerned Bidder and should be signed by Authorized Signatory to bind the Bidder.

14.3 Annexure 3: Application form for Eligibility Bid

To,
The Regional Manager,
IT Department,
Regional Office, Bhubaneswar

Application form for the Eligibility of the Bidder**Tender Ref. No. OICL/RO/ITD/PC-AMC/2020/01****Company Details**

1	Registered Name, Date and Address of The Bidder.	
2	Location of Corporate Headquarters.	
3	Address for Communication	
4	Contact Person 1 (Name, Designation, Phone, Email ID)	
5	Contact Person 2 (Name, Designation, Phone, Email ID)	

Turnover and Net worth

Financial Year	Turnover (Rs. In Crores)	Net Worth
2017-18		
2018-19		
2019-20		

Details of EMD (BG/Demand Draft)

Description	Rs. 2,00,000/- BG/Demand Draft towards EMD

Signature: _____

Name: _____

Designation: _____

Date: _____

(Company Seal)

14.4 Annexure 4: Contract Form

THIS AGREEMENT made on this _____ day of _____ between The Oriental Insurance Company Limited (hereinafter "the Purchaser") of one part and "<Name of Bidder>" (hereinafter "the Bidder") of the other part:

WHEREAS the Purchaser is desirous that certain software and services should be provided by the Bidder viz., _____ and has accepted a bid by the Bidder for the supply of those 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 Tender Document Ref. No. OICL/RO/ITD/PC-AMC/2020/01 and subsequent clarifications
 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 Bidder as hereinafter mentioned, the Bidder 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 Bidder 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 Bidder, 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: _____

Outsourcing Agreement

The outsourcing contract, inter alia, shall have in place following clauses or conditions listed below:-

- 1. Contingency Planning:** The Bidder is responsible for contingency planning of the outsourcing service to provide business continuity for the outsourced arrangements that are material in nature.
- 2. Express Clause:** The contract shall neither prevent nor impede the company from meeting its respective regulatory obligations, nor the IRDAI from exercising its regulatory powers of conducting inspection, investigation, obtaining information from either the company or the Bidder.
- 3. Handing over of the Data, Assets etc.:** In case of termination of the contract, the Bidder is responsible for handing over of the data, assets (hardware/software) or any other relevant information specific to the contract and ensure that there is no further use of the same by the Bidder.

- 4. Inspection and Audit by the Company:** The Company shall conduct periodic inspection or audit on the Bidder either by internal auditors or by Chartered Accountant firms appointed by the Company to examine the compliance of the outsourcing agreement while carrying out the activities outsourced.
- 5. Legal and Regulatory Obligations:** The Bidder shall ensure that the outsourcing contract/ arrangements do not:-
- Diminish the Company's ability to fulfil their obligations to Policyholders and the IRDAI.
 - Impede effective supervision by the IRDAI.
 - Result in Company's internal control, business conduct or reputation being compromised or weakened.
- 6. Applicability of the laws/regulations:** The Regulations apply irrespective of whether the outsourcing arrangements are entered into with an affiliated entity within the same group as the Company, or an outsourcing service Provider external to the group or the one who has been given sub-contract. The Outsourcing Agreement shall not diminish the obligations of the Company and its Board & Senior Management to comply with the relevant law/s and regulations. The Bidder engaged by the company is subject to the provisions of the Insurance Act 1938, IRDA Act 1999, rules & regulations and any other order issued thereunder.

In case, the Bidder operates from outside India, it shall ensure that the terms of the agreement are in compliance with respective local regulations governing the Bidder and laws of the country concerned and such laws and regulations do not impede the regulatory access and oversight by the Authority.

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**

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

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

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

**Company Seal
Witness I**

**Company Seal
Witness II**

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

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

14.5 Annexure 5: Non-Disclosure Agreement

(On Rs.100 Non-Judicial stamp paper)

This Non-Disclosure Agreement made and entered into at..... Thisday of.....2020 BY AND BETWEEN..... Company Limited, a company incorporated under the Companies Act, 1956 having its registered office at (Hereinafter referred to as the Vendor which expression unless repugnant to the context or meaning thereof be deemed to include its permitted successors) of the ONE PART;

AND

The Oriental Insurance Company Ltd, having its Regional Office at 4th Floor, Alok Bharati Towers, Saheed Nagar, Bhubaneswar - 751007 (hereinafter referred to as "OICL" which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns) of the OTHER PART.

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

WHEREAS:

1. The Oriental Insurance Company Ltd is engaged in the business of providing financial services to its customers and intends to engage Vendor for providing AMC and FMS Services.
2. In the course of such assignment, it is anticipated that The Oriental Insurance Company Ltd or any of its officers, employees, officials, representatives or agents may disclose, or deliver, to the Vendor some Confidential Information (as hereinafter defined), to enable the Vendor to carry out the aforesaid assignment (hereinafter referred to as " the Purpose").
3. The Vendor is aware and confirms that all information, data and other documents made available in the RFP/Bid Documents/Agreement /Contract or in connection with the Services rendered by the Vendor are confidential information and are privileged and strictly confidential and or proprietary of The Oriental Insurance Company Ltd. The Vendor undertakes to safeguard and protect such confidential information as may be received from The Oriental Insurance Company Ltd

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

1. Confidential Information:

(i) "Confidential Information" means all information disclosed/furnished by The Oriental Insurance Company Ltd to the Vendor whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the Vendor to carry out the proposed Implementation assignment, and shall mean and include data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential"; Provided the oral information is set forth in writing and marked "Confidential" within seven (7) days of such oral disclosure.

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

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

- (a) Is or subsequently becomes legally and publicly available without breach of this Agreement by either party,
- (b) was rightfully in the possession of the Vendor without any obligation of confidentiality prior to receiving it from The Oriental Insurance Company Ltd,
- (c) Was rightfully obtained by the Vendor from a source other than The Oriental Insurance Company Ltd without any obligation of confidentiality,
- (d) was developed by for the Vendor independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or is/was disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Vendor shall, unless prohibited by law or regulation, promptly notify The Oriental Insurance Company Ltd of such order and afford The Oriental Insurance Company Ltd the opportunity to seek appropriate protective order relating to such disclosure.

- (e) the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
- (f) is released from confidentiality with the prior written consent of the other party.

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

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

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

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

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

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

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

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

4. Term: This Agreement shall be effective from the date hereof and shall continue till expiration of the Purpose or termination of this Agreement by The Oriental Insurance Company Ltd, whichever is earlier. The Vendor hereby agrees and undertakes to The Oriental Insurance Company Ltd that immediately on termination of this Agreement it would forthwith cease using the Confidential Information and further promptly return or destroy, under information to The Oriental Insurance Company Ltd, all information received by it from The Oriental Insurance Company Ltd for the Purpose, whether marked Confidential or otherwise, and whether in written, graphic or other tangible form and all copies, abstracts, extracts, samples, notes or modules thereof. The Vendor further agree and undertake to The Oriental Insurance Company Ltd to certify in writing upon request of The Oriental Insurance Company Ltd that the obligations set forth in this Agreement have been complied with.

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

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

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

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

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

8. Governing Law: The provisions of this Agreement shall be governed by the laws of India and the competent court at Bhubaneswar shall have exclusive jurisdiction in relation thereto even though other Courts in India may also have similar jurisdictions.

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

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

All Confidential Information is provided "as is". In no event shall The Oriental Insurance Company Ltd be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by The Oriental Insurance Company Ltd constitutes any representation, warranty, assurance, guarantee or inducement with respect to the fitness of such Confidential Information for any particular purpose.

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

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

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

For and on behalf of (Company Name)_____.

Name (_____)

(Designation)

For and on behalf of The Oriental Insurance Company Ltd

Name: (_____)

(Designation)

Annexure - 6 (Location wise List of IT Equipment)

NOTE - TOTAL 33 NOS CONTAINS 1 (1KVA-AVO MODEL), 4 (1KVA-ELECTRONICS & CONTROL-ACCENTA MODEL), 3 (5KVA-ELECTRONICS & CONTROL-RENET-A MODEL), 2 (1KVA-NUMERIC), 1 (2KVA-NUMERIC), 21 (NUMERIC-DHP MAX 1000), 1 (5KVA-NUMERIC)

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