



Tender Reference No.:
OICL/HO/ITD/SERVER-AMC/2021/02

The Oriental Insurance Company Limited

Head Office, New Delhi



Request for Proposal

For

Procurement of AMC for Web Portal Servers at DC & DR

(Tender Reference No.: OICL/HO/ITD/SERVER-AMC/2021/02 Dated 26/08/2021)

Information Technology Department

The Oriental Insurance Company Limited
2nd Floor, Oriental House,
A-25/27, Asaf Ali Road,
New Delhi- 110002

CIN- U66010DL1947GOI007158
www.orientalinsurance.org.in



**This page is
Intentionally
Left blank**



Tender Reference No.:
OICL/HO/ITD/SERVER-AMC/2021/02

Non-Refundable Tender Fee

Non-Transferable Receipt

To be filled by OICL Official

Tender Ref. No.	OICL/HO/ITD/SERVER-AMC/2021/02 Dated 26/08/2021
Date of Issue	
Tender Issued to Bidder	
Draft No.	
Date	
Draft Amount	
Bank Name	
Name of OICL Official	
Designation of OICL Official	
Signature	
OICL Official	Bidder's Representative with Contact No. and Date



**This page is
Intentionally
Left blank**



Tender Reference No.:
OICL/HO/ITD/SERVER-AMC/2021/02

Non-Refundable Tender Fee

Non-Transferable Receipt

To be filled by OICL Official

Tender Ref. No.	OICL/HO/ITD/SERVER-AMC/2021/02 Dated 26/08/2021
Date of Issue	
Tender Issued to Bidder	
Draft No.	
Date	
Draft Amount	
Bank Name	
Name of OICL Official	
Designation of OICL Official	
Signature	
OICL Official	Bidder's Representative with Contact No. and Date



**This page is
Intentionally
Left blank**



Important Notice

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

This tender document is not transferable.

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

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

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

Copyright © 2021 The Oriental Insurance Company Limited.



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). 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
ATS	Annual Technical Support
Bidder	Single point appointed by OICL for procurement and supply of services based on the Bill of Material shared by OICL
DC	Data Centre which is located in Bengaluru
DR/ DRS/ DRC	Disaster Recovery Site which is located in Navi Mumbai
HO	Head Office (HO includes OSTC Faridabad as well)
RO	Regional Office
DO	Divisional Office
BO	Branch Office
SVC	Service Centre
BC	Business Centre
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	The 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



Tender Reference No.:
OICL/HO/ITD/SERVER-AMC/2021/02

Vendor	Selected/ Successful Bidder as an outcome of the RFP with whom OICL signs the contract.
VSAT	Very Small Aperture Terminal



Contents

1. Introduction.....	13
2. Notice inviting Bids for purchase of IT Support Services.....	13
3. Project Objective	13
3.1 Schedule of Events	14
3.2 Pre-Bid Clarifications Meeting	15
4. Availability of tender document	16
5. Eligibility Criteria	18
6. Scope of Work.....	19
6.1 OICL's Existing Setup.....	21
6.2 Geographical Location	22
7. Terms & Conditions	23
7.1 General	23
7.1.1 Definitions	23
7.1.2 Amendment to Bid Document	23
7.1.3 Sub-contracts.....	24
7.1.4 Conditional bids	24
7.1.5 Submission of Bids	25
7.1.6 Performance Security.....	25
7.1.7 Pre-Bid Meeting	25
7.1.8 Delay in Bidder's performance	25
7.1.9 Payment terms	26
7.1.10 Mode of Payment.....	26
7.1.11 Penalties and delays in Bidder's performance	26
7.1.12 Currency of Payments.....	26
7.1.13 Other RFP Requirements.....	26
8. Terms of Reference ('ToR').....	28
8.1 Contract Commitment	28
8.2 Ownership, Grant and Delivery.....	28
8.3 Completeness of Project	28
8.4 Compliance	28
8.5 Assignment.....	29
8.6 Canvassing/Contacting	29
8.7 Indemnity	29
8.8 Inspection of Records	29
8.9 Publicity	30
8.10 Solicitation of Employees	30
8.11 Information Ownership.....	30



8.12	Sensitive Information	30
8.13	Confidentiality	30
8.14	Guarantees.....	32
8.15	Liquidated Damages	32
8.16	Termination for Default.....	32
8.17	Force Majeure	32
8.18	Termination for Insolvency	32
8.19	Termination for Convenience	33
8.20	Resolution of disputes	33
8.21	Governing Language	34
8.22	Applicable Law	34
8.23	Prices.....	34
8.24	Taxes & Duties.....	34
8.25	Deduction.....	34
8.26	No Claim Certificate	34
8.27	Cancellation of the contract & compensation.....	35
8.28	Rights reserved by OICL	35
8.29	Limitation of Liability	35
8.30	Waiver.....	35
8.31	Violation of terms	36
8.32	Repeat Order.....	36
8.33	Integrity Pact.....	36
8.34	Procurement through Local Suppliers (Make in India)	37
8.35	Outsourcing Agreement	37
9.	Instruction to Bidders	39
9.1	Instruction for Bid submission on GeM.....	39
9.2	Tender Bidding Methodology	39
9.3	Bid Security	39
10.	Bid Documents	40
10.1	Eligibility Bid Documents.....	40
10.2	Technical Bid Documents	40
10.3	Commercial Bid Documents	41
10.4	Eligibility Evaluation & Technical Evaluation	41
10.5	Commercial Evaluation	42
11.	Service Level Agreement.....	43
11.1	Availability	43
11.2	Uptime	43
11.3	Response Time and Mean Time to Restore (MTTR)	43
11.4	Penalty on Availability Default.....	43
12.	Disclaimer.....	45
13.	Annexure	46
13.1	Annexure 1: Application form for Eligibility Bid	47



13.2	Annexure 2: Technical Experience Details and Reference Form.....	48
13.3	Annexure 3: Contract Form.....	49
13.4	Annexure 4: Query Format.....	51
13.5	Annexure 5: Bid Security Declaration.....	52
13.6	Annexure 6: Pro forma for Performance Security	53
13.7	Annexure 7: Statement of No Deviation	54
13.8	Annexure 8: Office locations and service infrastructure facilities	55
13.9	Annexure 9: Bidder Profile.....	56
13.10	Annexure 10: Undertaking for providing authorized representatives of IRDAI the right to inspection, investigation, obtaining information	57
13.11	Annexure 11: Undertaking of Authenticity for Appliance and Equipment Supplies	58
13.12	Annexure 12: Undertaking for Back-lining	59
13.13	Annexure 13: Non-Disclosure Agreement.....	60
13.14	Annexure 14: Integrity Pact.....	65
13.15	Annexure 15: Preferences to domestically manufactured electronic products.....	72
13.16	FORM 1: Format for Affidavit of Self Certification regarding Domestic Value Addition in an Electronic Product to be provided on Rs.100/- Stamp Paper	73
14.	Appendix	75
14.1	Appendix 1: Details of Server Equipment to be covered under AMC.....	75
14.2	Appendix 2: Bill of Material	76



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 Services

The Deputy General Manager (IT), The Oriental Insurance Company Limited invites online bids from eligible companies / organizations/ firms to provide 'IT Support Services- AMC for Web Portal Servers at DC & DR' for a period of **1 year** (further extendable for 1 year on same Terms & Conditions solely on OICL's discretion) with effect from the date of issuance of PO.

The existing 'IT Support Services' contract has expired on **25/07/2021**. 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 AMC for Web Portal Servers at DC & DR to meet its business and technology requirements. OICL proposes to invite online bids from eligible Bidders for IT Support Services.



Tender Reference No.:
OICL/HO/ITD/SERVER-AMC/2021/02

3.1 Schedule of Events

General Details	
Department's Name	Information Technology Department
Scope of Work	Procurement of AMC for Web Portal Servers at DC & DR
Tender Type	Open
Tender No.	OICL/HO/ITD/SERVER-AMC/2021/02
Consortium	Not Allowed
Sale of RFP Document	26/08/2021
Last date to send in requests for pre-bid clarifications on mail id tender@orientalinsurance.co.in	29/08/2021 before 15:00
Pre-Bid Meeting	30/08/2021 at 16:00 at OICL/ through VC
Last date and time for submission of Online Bid	09/09/2021, 15:15
Opening of Eligibility & Technical Bid	09/09/2021at 15:30
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
Payment Details	
Tender Fees (INR)	INR 5,000 (Rupees Five Thousand only) by crossed Demand Draft/Banker's Pay Order in favour of "The Oriental Insurance Company Limited" payable at New Delhi. The RFP



General Details	
	Document Price is non-refundable and inclusive of taxes <i>(Exempt for eligible entities (i.e. MSME/NSIC), as per Government of India Guidelines, subject to submission of the relevant certificate. Certificate shall be valid on the date of Bid Submission)</i>
EMD Amount (INR)	Bid Security Declaration as per format provided in Annexure 5 to be submitted
Bid Validity	As per Tender Document
Performance Bank Guarantee (for successful Bidder)	As per Tender Document
Other Details	
Mode of Tender	Online
Contact details of e-Tender service provider	GeM Portal
Contact Information	Deputy General Manager Information Technology Department, The Oriental Insurance Company Limited 2 nd Floor, Head Office, Oriental House, A-25/ 27, Asaf Ali Road, New Delhi-110002 Tel:+911143659211 E-mail: tender@orientalinsurance.co.in

- 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 online through the mode of video conferencing.



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 tender@orientalinsurance.co.in at least one day before the scheduled date of pre-bid meeting.
3. Video Conference link 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 tender@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 tender@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 (tender@orientalinsurance.co.in) as per the schedule mentioned in Section 3.1 of the RFP.
6. Format for the queries / clarification is provided in “Annexure 4 - Query Format”. No clarification or queries will be responded in any other format. OICL will respond to any request for clarification of the tender document in the pre-bid meeting 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,
Head Office, “Oriental House”, A-25/27 Asaf Ali Road, New Delhi-110002.**
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. 5,000/- inclusive of all taxes by crossed Demand Draft/ Banker’s Pay Order in favour of “The Oriental Insurance Company Limited” payable at New Delhi. (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 (i.e. beneficiary)	The Oriental Insurance Company Limited
Name of Bank & Address of the Bank	UCO Bank, 4/2B, Asaf Ali Road Near Delite Cinema, New Delhi – 110 002
Bank Branch Name	Asaf Ali Road
Account type	Current
Account No	01150200000009
IFSC Code	UCBA0000115
Nine digit MICR Code No	110028003

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.



Tender Reference No.:
OICL/HO/ITD/SERVER-AMC/2021/02

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:

#	Eligibility Criteria	Supporting Documents
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 Two Crores (Rs. 2 Crores) 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 net worth
3	Bidder should have positive Net worth 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
4	The bidder should not be debarred / black-listed by any Government or PSU enterprise in India as on date of the submission of bid.	Undertaking to this effect to be submitted on Company Letterhead.
5	The bidder should be an OEM or a certified or authorized agent/ reseller/ partner of the services offered for the past one year	Manufacturer's Authorization Form
6	The bidder should have been providing AMC for servers in at least 1 BFSI or Govt. Organization in India	1. Relevant Credential letter and/or 2. Copy of PO/ Contract along with completion certificate/ sign off.
7	The Bidder should have their own service centre setup within Bengaluru and Mumbai/ Navi Mumbai and they should have complete tools for support of Server Hardware and Software as mentioned in the RFP.	Self-declaration along with Relevant Documentary proof to be attached



6. Scope of Work

The existing AMC Contract details are as under:-

S.No	Support Type	AMC Start Date (Current)	AMC End date (Current)
1	Hardware Server AMC for 5 years	01/06/2016	25/07/2021
2	Extended RHEL OS 6.6 Support	01/12/2020	30/11/2021
3	RHEL 4 node cluster subscription	10/09/2020	09/09/2021

The broad Scope of Work includes AMC for the following list of components:

S.No.	Description	Qty.	Requirement of AMC
1.	HP Server Chassis	2	1 year from the date of PO
2.	ProLiant BL460c Gen9- DC	16	1 year from the date of PO
3.	ProLiant BL460c Gen9- DR	10	1 year from the date of PO
4.	BLc VC FlexiFabric-20/40 F8 Module	2	1 year from the date of PO
5.	RHEL HA Subscription for 4 node cluster (No of server nodes) at DC	4	1 year from the date of PO
6.	RHEL HA Subscription for 4 node cluster (No of server nodes) at DR	4	1 year from the date of PO
7.	RHEL Extended Life Cycle Support Subscription for version 6 at DC (no of Server nodes)	32	01/12/2021 to 30/11/2022
8.	RHEL Extended Life Cycle Support Subscription for version 6 at DR (no of Server nodes)	20	01/12/2021 to 30/11/2022

The details of scope of Work are as under:-

1. Bidder should undertake AMC including Hardware and OS support for servers whose details are attached in Appendix 1.
2. Bidder should conduct quarterly preventive maintenance and Daily reporting of OS parameters.
3. Bidder should provide 24x7 premium support or highest level of support service available from the concerned OEMs.
4. Bidder should apply all software updates / version upgrades released by the respective OEM including security patches adhering to SLA as mentioned in Section 11.
5. Bidder should conduct quarterly review of performance of equipment under AMC and assist OICL in capacity planning and replacing equipment, which are declared end-of-life / end-of-support by OEM.
6. Bidder shall undertake to provide an onsite comprehensive AMC of equipment for a period of 1 year from the date of issuance of PO. During AMC, it will be mandatory on the part of the bidder to attend and resolve Breakdown calls (if any) as per the parameters / time-frame defined in the SLA section. Breakdown penalty (if any) will be charged as per the terms defined in SLA section.



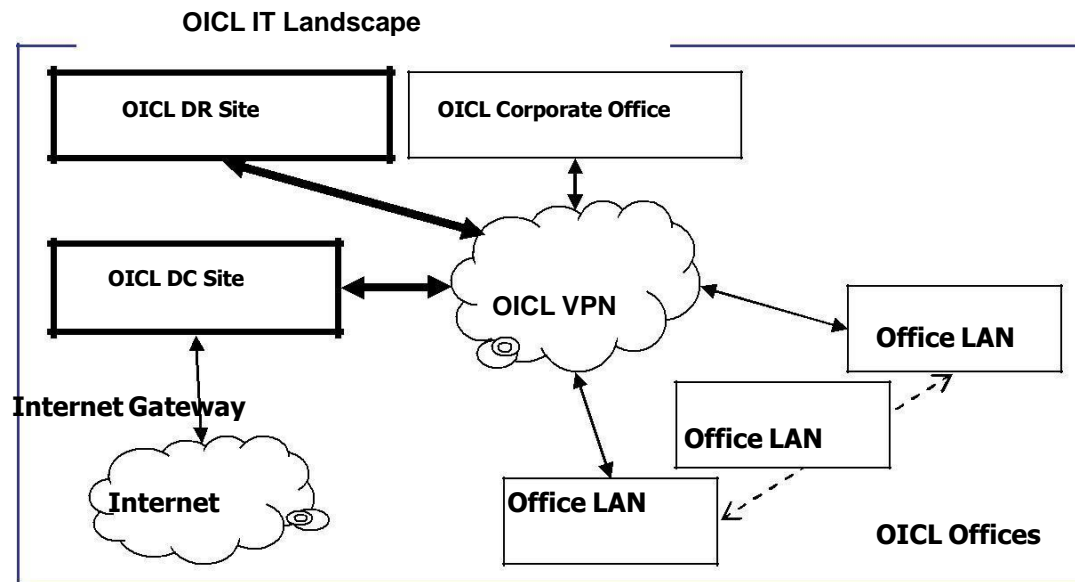
7. In the event of breakdown, replacements will be free-of-cost on exchange basis. In the event of maintenance/ repair of any unit to be carried out at any of the workshop or location outside OICL premises, the bidder shall make all arrangements for removal and transportation of equipment to such location and back to OICL location at their risk and cost and will hand over the systems in 100% working condition after repair/maintenance. A standby of same Make/ Model/ configuration or of higher configuration should be provided whenever installed equipment is taken away by bidder for repair/maintenance, failing which, penalty as per provisions of SLA will be applicable. If the supplied equipment are to be replaced permanently due to the bidder's inability to provide spares or maintain the equipment, the Bidder shall replace the equipment of same Make/ Model/configuration or of higher configuration. However, OICL may accept different make/model/ configuration at its discretion if the original make/model/ configurations are not available in the market due to obsolescence or technological up gradation.
8. Service Engineers shall invariably carry their identity cards without which, the said engineers will not be allowed to enter the Data Centre.
9. The bidder shall ensure to provide support, management and administration of software by applying software patches/ service packs / security patches and keep the solution updated or upgraded with the functionalities to latest version without any additional cost to OICL.
10. The bidder shall ensure to provide on-site support, tuning, and configuration of hardware, redress various operational problems, undertake system maintenance, OS maintenance and replacement or repair of defective server equipment and provide offsite helpdesk support.
11. Upon receipt of such notice the bidder shall, as mentioned below, repair or replace the defective goods or parts thereof, without any cost to OICL.
12. If during operation, the down time of any piece of equipment or component thereof does not prove to be within reasonable period (as per the SLA), the Bidder shall replace the unit of component with another of the same performance and quality or higher, at no cost to OICL.
13. Bidder should perform Change Management activities through onsite visit/remote access within stipulated SLA.

Escalation Matrix

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



6.1 OICL's Existing Setup



OICL IT Infrastructure is enabled by a 24x7 data centre. Within the data centre various servers and associated equipment are hosted that provide processing power and storage for managing application programs. This layer also includes system software (operating system) that forms a part of the hardware deployed. OICL devices consists of Linux, Solaris and Windows Operating Systems.

The servers in turn are used to host applications including INLIAS, SAP, HRMS, Portal, E-mail, Proxy, DLP, ECM etc. that provide business services to the users.

On top of the application layer there is a network layer that makes these applications accessible from remote offices (VPN) and finally the end user's computer (LAN).

The users accessing these applications from their desktops form the top of this logical view of the OICL IT landscape. All the other elements are ultimately to serve the users in performing their business functions.

Desktop Inventory

- OICL has approximately 13000 desktops across all offices in the country.
- The operating systems implemented on these desktops are Windows 7/ Windows 8/Windows 10.

Active Directory

- The existing Active Directory Solution is on Microsoft Windows 2012.
- Currently OICL is having 13000 Client Access Licenses.

Security Devices

Firewall - Cisco

IPS – Cisco

Load Balancer - Radware

Web Application Firewall – Radware



Backup Solution

Backup Solution: EMC Networker

Device Inventory

PC/Desktop: WIPRO, Dell, Acer etc.

Printer: HP, Canon, LIPI etc.

Scanner: HP, Canon etc.

Router: Cisco etc.

Switches: Cisco, Brocade etc.

6.2 Geographical Location

The location of different sites is as follows:

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

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



7. Terms & Conditions

7.1 General

7.1.1 Definitions

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

7.1.2 Amendment to Bid Document

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

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

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

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

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

7.1.2.4 Bidder shall have the opportunity to clarify doubts pertaining to the RFP in order to clarify any issues they may have, prior to finalizing their responses. All queries/questions are to be submitted to the Deputy General Manager, IT at the address mentioned below and should be received by the point of contact not later than the date and time specified in section 3 Project Objective. Responses to inquiries and any other corrections and amendments will be distributed to the Bidder by e-mail or in electronic mail format or hardcopy letter, at the sole discretion of OICL.

The Deputy General Manager
Information Technology Department,
The Oriental Insurance Company Limited,
2nd Floor, Head Office, "Oriental House",
A-25/27, Asaf Ali Road, New Delhi - 110 002

7.1.2.5 **Preliminary Scrutiny** – OICL will scrutinize the offer to determine whether it is complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and



whether items are quoted as per the schedule. OICL may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on the Bidder and OICL reserves the right for such waivers and OICL's decision in the matter will be final.

7.1.2.6 Clarification of Offer – To assist in the scrutiny, evaluation and comparison of offer, OICL may, at its discretion, ask the Bidder for clarification of their offer. OICL has the right to disqualify the Bidder whose clarification is found not suitable to the proposed project.

7.1.2.7 OICL reserves the right to make any changes in the terms and conditions of purchase. OICL will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations.

7.1.2.8 Erasures or Alterations – The offer containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable. OICL may treat the offers not adhering to these guidelines as unacceptable.

7.1.2.9 Right to Alter Quantities – OICL reserves the right to alter the requirements specified in the tender. OICL also reserves the right to delete or increase one or more items from the list of items specified in the tender. OICL will inform the Bidder about changes, if any. In the event of any alteration in the quantities the price quoted by the bidder against the item would be considered for such alteration. The bidder agrees that the prices quoted for each line item & component is valid for period of contract and can be used by OICL for alteration in quantities. Bidder agrees that there is no limit on the quantities that can be altered under this contract. During the contract period the bidder agrees to pass on the benefit of reduction in pricing for any additional items to be procured by OICL in the event the market prices / rate offered by the bidder are lower than what has been quoted by the bidder as the part of commercial offer. Any price benefit in the products, licenses, software, services & equipment should be passed on to OICL within the contract period.

7.1.3 Sub-contracts

In case sub-contracting any of the activities under the scope of this RFP is required, the bidder needs to notify and take prior permission in writing from OICL. It is clarified that notwithstanding the use of sub-contractors by the Bidder, the Bidder shall be solely responsible for performance of all obligations under the RFP irrespective of the failure or inability of the subcontractor chosen by the Bidder to perform its obligations. The Bidder shall also have the responsibility for payment of all dues and contributions, as applicable including any statutory requirement and compliance. No additional cost will be incurred by OICL on account of sub-contract, if any.

7.1.4 Conditional bids



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

7.1.5 Submission of Bids

Bidders shall submit the Bids online. For details please refer RFP Section 9 – Instruction to Bidders.

7.1.6 Performance Security

Within 15 days after the receipt of Notification of Award from OICL, the bidder shall furnish performance security to OICL as per Annexure - 6, which shall be equal to 3 percent (3%) of the value of the contract - valid till date of expiry of one year 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).

7.1.7 Pre-Bid Meeting

All queries/ requests for clarification from bidders must reach us by e-mail (tender@orientalinsurance.co.in) or in person as per timeline given in section 3. Format for the queries / clarification is provided in “Annexure 4 - Query Format”. No clarification or queries will be responded in any other format. OICL will respond to any request for clarification of the tender document in the pre-bid meeting.

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

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

7.1.8 Delay in Bidder's performance

Implementation of the Solution and performance of service shall be made by the bidder in accordance with the time schedule specified by OICL in the contract.

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

If at any time during performance of the contract, the bidder should encounter conditions impeding timely implementation of the Solution and/or performance of services, the bidder shall promptly notify OICL in writing of the fact of delay, its likely duration and cause(s), before the scheduled delivery / installation / implementation date. OICL shall evaluate the situation after receipt of the bidder's notice and may at their discretion extend the bidder's time for delivery /



installation / implementation, in which case the extension shall be ratified by the parties by amendment of the contract. If the bidder's request to delay the implementation of the Solution and performance of services is not found acceptable to OICL, the above mentioned clause would be invoked.

7.1.9 Payment terms

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

All the Amounts will be paid quarterly in arrears in Indian Rupees Only (INR) and in case of incomplete quarter, the payment will be made on pro-rata basis.

7.1.10 Mode of Payment

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

7.1.11 Penalties and delays in Bidder's performance

In case the vendor fails to meet the SLA mentioned in section 11, penalty will be imposed as mentioned in section 11 Service Level Agreement

7.1.12 Currency of Payments

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

7.1.13 Other RFP Requirements

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



Tender Reference No.:
OICL/HO/ITD/SERVER-AMC/2021/02



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 One year (Extendable for one year on mutually agreed terms and conditions).

8.2 Ownership, Grant and Delivery

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

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

Further the Bidder also agrees that such use will not infringe or violate any license or other requirements

8.3 Completeness of Project

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

8.4 Compliance

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

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



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

8.5 Assignment

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

8.6 Canvassing/Contacting

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

8.7 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

8.8 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.

8.9 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.

8.10 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.

8.11 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.

8.12 Sensitive Information

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

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

8.13 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 ensure 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:

- i. possessed by Bidder prior to receipt from OICL, other than through prior disclosure by OICL, as documented by Bidder's written records;
- ii. published or available to the general public otherwise than through a breach of Confidentiality; or
- iii. 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
- iv. Developed independently by the bidder.

If a Bidder receives a request from a regulatory authority or by judicial process to disclose Confidential Information of the OICL then the Bidder (i) will use reasonable efforts to promptly give OICL notice of such required disclosure in order to afford the OICL adequate opportunity to seek a protective order or other legal remedy to prevent the disclosure, (ii) will reasonably cooperate with the OICL's efforts to secure such a protective order or legal remedy, and (iii) if efforts seeking such order or remedy are unsuccessful, will take reasonable steps to seek confidential treatment of such materials or information to be disclosed.

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.

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

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

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

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.



8.14 Guarantees

Bidder should guarantee that all the software's provided to OICL are licensed and legal. All hardware and related software must be supplied with their original and complete printed documentation.

8.15 Liquidated Damages

If the Bidder fails to meet the Project Timelines as mentioned in the RFP OICL shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% of the contract price for every week (seven days) or part thereof of delay, up to maximum deduction of 10% of the total contract price. Once the maximum is reached, OICL may consider termination of the contract and invoke PBG.

8.16 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, Components 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.

8.17 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.

8.18 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.

8.19 Termination for Convenience

The Oriental Insurance Company Ltd. (henceforth called 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 day's 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:

1. To have any portion completed and delivered at the contracted terms and prices; and/ or
2. 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.

8.20 Resolution of disputes

OICL and the Bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers of OICL and the Bidder, any disagreement or dispute arising between them under or in connection with the contract. If OICL project manager and the Bidder project manager are unable to resolve the dispute they shall immediately escalate the dispute to the senior authorized personnel designated by the Bidder and OICL respectively. If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Bidder and OICL, OICL and the Bidder have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution through formal arbitration. All questions, claims, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties failing which the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third



arbitrator who shall act as the presiding arbitrator. The Arbitration and Reconciliation Act, 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be New Delhi. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at New Delhi alone shall have the jurisdiction in respect of all matters connected with the Contract. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either Party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

8.21 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.

8.22 Applicable Law

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

8.23 Prices

The prices quoted (as mentioned in Appendix 2 - Bill of Material submitted by the Bidder) for the solution and services shall be firm throughout the period of contract and shall not be subject to any escalation.

8.24 Taxes & Duties

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

8.25 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.

8.26 No Claim Certificate

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



8.27 Cancellation of the contract & compensation

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

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

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

In case the selected bidder fails to deliver the quantity as stipulated in the delivery schedule, OICL reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility (capped at 5% differential value) of the selected bidder. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, OICL reserves the right to get the balance contract executed by another party of its choice by giving thirty day's written notice for the same. In this event, the selected bidder is bound to make good the additional expenditure (capped at 5% differential value), which OICL may have to incur in executing the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.

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

8.28 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.

8.29 Limitation of Liability

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

8.30 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.

8.31 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.

8.32 Repeat Order

OICL may place Repeat Order against the original order for a quantity up to 25% of the original order quantity during the contract period.

8.33 Integrity Pact

To ensure transparency, equity, and competitiveness and in compliance with the CVC guidelines, this tender shall be covered under the Integrity Pact (IP) policy of OICL. The pact essentially envisages an agreement between the prospective bidders/vendors and OICL committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. The format of the agreement is enclosed in Annexure 14.

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

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

Contact Details:

SHRI RUDHRA GANGADHARAN, IAS (Retd.)	SHRI HARE KRISHNA DASH, IAS (Retd.)
Tower 5, Apartment 104 (10 th floor) DLF Garden City OMR-Chennai	House No. 829, Sector- 8, Gandhinagar-382007 Gujarat Mobile No: 9825048286 Email Id:



Thazhampur Panchayat Thazampur Post Chengalpattu District Pin: 600 130 Mobile No: 82818-61614 E-mail ID: rudhra.gangadharan@gmail.com	hkdash184@hotmail.com
---	--

8.34 Procurement through Local Suppliers (Make in India)

Procurement through Local Supplier (Preference to Make in India) will be done as per the “Public Procurement (Preference to Make in India) Order 2017 issued vide Department of Industrial Policy and Promotion (DIPP) Notification No. P-45021/2/2017-B.E-II dated 15.06.2017 and thereafter revised vide Notification No. P-45021/2/2017-PP (B.E-II) dated: 28.05.2018 , & Order No. P-45021/2/2017-PP (B.E-II) dated 29.05.2019, Order No. P-45021/2/2017-PP(BE-II) dated 04.06.2020 and revised P-45021/2/2017-PP(BE-II) dated 16.09.2020 . Please also refer to Notification No. F.No.33(1)/2017-IPHW dt:14.09.2017 for the list of Electronic Products that are notified under the Public Procurement (Preference to Make in India) Order 2017.

‘Local Supplier’ means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this Order. The minimum local content shall be 50%.

The bidder (if local supplier) will have to submit a self-certification that the offered item meets the minimum local content and shall give details of the Locations at which the local value addition is made. The bidder will also submit a certificate from statutory auditor or cost auditor of the company or from a practicing cost accountant or chartered accountant giving the percentage of local content.

8.35 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: -
- a) Diminish the Company's ability to fulfil their obligations to Policyholders and the IRDAI.
 - b) Impede effective supervision by the IRDAI.
 - c) 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.



9. Instruction to Bidders

9.1 Instruction for Bid submission on GeM

Bidders should comply to rules and regulations of GeM portal for submission of Bids.

9.2 Tender Bidding Methodology

Sealed Bid System.

The Bidders will be required to submit following Two separate documents.

1. Eligibility Bid & Technical Bid
2. Commercial Bid

9.3 Bid Security

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

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

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



10. Bid Documents

10.1 Eligibility Bid Documents

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

10.2 Technical Bid Documents

1. Executive Summary of Bidder's response. The Executive Summary should be limited to a maximum of five pages and should summarize the content of the response. The Executive Summary should initially provide an overview of Bidder's organization and position with regards to proposed solution and professional services. A summary of the Bidder's products and services that will be provided as a part of this procurement should follow.
2. Detailed technical note covering the detailed scope of work.
3. The Bidder should also include a replica of the masked final commercial bid without prices in the technical bid. The Bidder must note that the masked commercial bid should be actual copy of the commercial bid submitted with prices masked and not copy of the Pro-forma/format of the Appendix 2 – Bill of Material in the RFP.
4. Support Plan
5. Undertaking from Bidder for providing authorized representatives of IRDAI the right to inspection, investigation, obtaining information (Annexure 10)
6. Undertaking of Authenticity for Appliance and Equipment Supplies (on Bidder's Letterhead) (Annexure 11)
7. Manufacturer's Authorization Form
8. Undertaking for Back-lining (Annexure 12)
9. Undertaking for Compliance to Scope of Work



10. In case of Local Supplier: Bidder to submit a self-certification that the offered item meets the minimum local content and shall give details of the Locations at which the local value addition is made. The bidder will also submit a certificate from statutory auditor or cost auditor of the company or from a practicing cost accountant or chartered accountant giving the percentage of local content.

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

10.3 Commercial Bid Documents

Commercial Bid should contain Appendix 2 – Bill of Material. The Commercial Bid should give all relevant price information and should not contradict the Pre-qualification and Technical Bid in any manner.

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

Evaluation Criteria

The competitive bids shall be submitted in Two stages:

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

10.4 Eligibility Evaluation & Technical Evaluation

Eligibility criterion for the Bidders is clearly mentioned in section 5. The Bidders who meet ALL these criteria and whose technical bids are substantially responsive 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. IF bidder not able to provide any document mentioned in the Eligibility criterion or bids that are not substantially responsive are liable



to be disqualified at OICL'S discretion. 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.

10.5 Commercial Evaluation

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

As per revised "P-45021/2/2017-PP (BE-II) Public Procurement (Preference to Make in India), Order 2017" dated 16.09.2020 the process of placing of orders will be as under:

The L1 price will be arrived at on the basis of total price as per Appendix 2: Bill of Material

- a. If no domestic items are quoted by the bidders, all orders will be given to L1
- b. If L1 is a domestic bidder for all items (in terms of MeitY guidelines as explained in Annexure 15), then the said bidder will be awarded full value of the Order.
- c. If L1 bidder have items which are non-domestic and any bidder other than L1 having items with domestic status (L2, L3, L4....) and bid value are within 20% of L1 bidder (i.e. based on total price of all items), the bidders who have domestic items and bid value within 20% of L1 bidder (i.e. based on Total price of all items) will be invited to match the individual item cost and the orders will be given for such item in 50%:50% ratio.

In case first eligible bidder of DMEP fails to match L1 bid, the bidder of DMEP with lowest bid will be invited to match L1 bid and so on.

- The domestic bidder (L2, L3...) so declared, as per the above process, should match L1 price within 2 days of receipt of offer.
- While matching the price of L1 bidder, the bidder will not increase item price if it is already lower than the respective item price of L1 bidder.
- If no eligible domestic bidder matches the L1 bid, 100% of the order shall go to L1 bidder.



11. Service Level Agreement

The Bidder needs to execute a Service Level Agreements (SLA) with OICL covering all terms and conditions of this tender. Bidders need to strictly adhere to Service Level Agreements (SLA) as specified in this section.

11.1 Availability

The percentage uptime should be calculated on monthly basis (24 hours a day) = $100 * (\text{Total contracted minutes in a month} - \text{Downtime minutes within contracted minutes in a month}) / \text{Total contracted minutes in a month}$.

The Bidder should make sure there are not more than two instances of breakdown in a single month, exceeding which OICL will deduct penalty @ 1 % of the contract value computed quarterly.

In case of non-availability of the systems, the bidder will be given 12 hours (calculated from the time of login of the failure) to repair. In case of a delay beyond 12 hours, OICL shall impose penalty as per the slab mentioned in Section 11.4

11.2 Uptime

The bidder shall provide AMC support for all the items mentioned in Appendix-1 on all days of the year (24x7, 365 days a year).

11.3 Response Time and Mean Time to Restore (MTTR)

Response Time shall be 15 min and MTTR shall be 12 hours from the time of login of failure / Outage Report / Service Impaired. However, penalty shall be applicable as per penalty defined in the Section 11.4 of this RFP.

1. The bidder shall guarantee (/expected) an uptime of 99.9% for the complete server infrastructure as a whole during AMC, which shall be calculated on monthly basis.
2. The "Uptime" is, for calculation purposes, equals to the total contracted minutes in a month less Downtime.
3. The "Downtime" is the time between the time of report by OICL and time of restoration within the contracted minutes.
4. "Restoration" is the condition when the selected bidder demonstrates that the Network components and system is in working order and OICL acknowledges the same.
5. The downtime calculated shall not include any failure due to OICL and Force Majeure. However, bidder shall inform OICL 7 (seven) days in advance before doing preventive maintenance or pre-planned activity.
6. Log book & documentation shall be maintained for recording details such as date and time of failure, nature of failure, time of reporting, time of restoration, details of repair, acknowledgement by OICL that the failure is rectified, signature of both winning bidder and OICL, also appropriate remediation / troubleshooting steps taken along with other stakeholder information pertaining to the issue etc.

11.4 Penalty on Availability Default

In case of non-availability of the systems due to part failure or total failure, the bidder will be given 12 hours to repair calculated from the time of login of the failure. In case of a delay beyond 12 hours, OICL shall impose penalty as mentioned below on slab basis for the Bengaluru and Mumbai Data Centres.



Delay	Penalty
Delay <=12 hours	No Penalty
12 hours < Delay < 24 hours	0.5% of Total Contract Value
24 hours <= Delay < 30 hours	1% of Total Contract Value
30 hours <= Delay < 36 hours	2% of Total Contract Value
36 hours <= Delay < 42 hours	3% of Total Contract Value
42 hours <= Delay < 48 hours	4% of Total Contract Value
48 hours <= Delay < 54 hours	5% of Total Contract Value
Delay >= 54 hours	10% of Total Contract Value

Note: The penalty has been capped to maximum 10% of the contract value.

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.



12. Disclaimer

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



13. Annexure

**This Page is
Intentionally
Left blank**



Tender Reference No.:
OICL/HO/ITD/SERVER-AMC/2021/02

13.1 Annexure 1: Application form for Eligibility Bid

To
The Deputy General Manager
The Oriental Insurance Company Limited.
IT Dept, 2nd Floor,
"ORIENTAL HOUSE", Head Office,
A-25/27, Asaf Ali Road,
New Delhi-110002

Application form for the Eligibility of the Bidder

Tender Ref. No. OICL/HO/ITD/SERVER-AMC/2021/02

Company Details

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

Turnover and Net worth

Financial Year	Turnover (Rs. in Crores)	Net worth

Name: _____

Designation: _____

Date: _____

Signature: _____

Company Seal



Tender Reference No.:
OICL/HO/ITD/SERVER-AMC/2021/02

13.2 Annexure 2: Technical Experience Details and Reference Form

Tender Ref. No. OICL/HO/ITD/SERVER-AMC/2021/02

Please attach supporting credentials for each reference provided.

S.N.	Name of Client	Financial Year	Contact Details of Client	Details of Project	Date of Award of Project	Current Status of Project
1						
2						
3						

Signature: _____

Name: _____

Designation: _____

Date: _____

(Company Seal)



13.3 Annexure 3: Contract Form

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

WHEREAS the Purchaser is desirous that certain software and services should be provided by the Vendor viz., _____ and has accepted a bid by the Vendor for the 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.

RFP Document and corresponding Amendments (Reference No: OICL/HO/ITD/SERVER-AMC/2021/02)

The Schedule of Requirements and the Requirement Specifications

The Service Level Agreement

The General Conditions of Contract

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

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

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

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

Total Value in words: _____

Total Value: _____

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



Tender Reference No.:
OICL/HO/ITD/SERVER-AMC/2021/02

**Signed, Sealed and Delivered for
"The Oriental Insurance Co. Ltd." by it's
constituted Attorney**

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

**Company Seal
Witness I**

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

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

**Company Seal
Witness II**

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

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



Tender Reference No.:
OICL/HO/ITD/SERVER-AMC/2021/02

13.4 Annexure 4: Query Format

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

S.No.	Page #	Point/ Section #	Existing Clause	Query Sought



13.5 Annexure 5: Bid Security Declaration

To
The Deputy General Manager
The Oriental Insurance Company Limited.
IT Dept, 2nd Floor,
"ORIENTAL HOUSE", Head Office,
A-25/27, Asaf Ali Road,
New Delhi-110002

Sir,

Reg: Tender Ref No: OICL/HO/ITD/SERVER-AMC/2021/02

I/We, the undersigned, declare that:

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

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

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

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

Name: _____

Designation: _____

Date: _____

Signature: _____

Company Seal



13.6 Annexure 6: Pro forma for Performance Security

To: (Name of Purchaser)

WHEREAS..... (Name of Supplier) (Hereinafter called "the Supplier") has undertaken, in pursuance of Contract No..... dated..... 2021 to supply..... (Description of Products and Services) (Hereinafter called "the Contract").

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

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

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

This guarantee is valid until theday of.....

Signature and Seal of Guarantors (Supplier's Bank)

.....

Date.....

Address.....

.....



Tender Reference No.:
OICL/HO/ITD/SERVER-AMC/2021/02

13.7 Annexure 7: Statement of No Deviation

To
The Deputy General Manager
Information Technology Department
The Oriental Insurance Company Limited
2nd Floor, Head Office, "Oriental House"
A-25/27, Asaf Ali Road
New Delhi - 110 002

Tender Ref No: OICL/HO/ITD/SERVER-AMC/2021/02

Sir,

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

Name: _____

Designation: _____

Date: _____

Signature: _____

Company Seal



Tender Reference No.:
OICL/HO/ITD/SERVER-AMC/2021/02

13.8 Annexure 8: Office locations and service infrastructure facilities

Tender Ref. No. OICL/HO/ITD/SERVER-AMC/2021/02

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

Name: _____

Designation: _____

Date: _____

Signature: _____

Company Seal



13.9 Annexure 9: Bidder Profile

Tender Ref. No. OICL/HO/ITD/SERVER-AMC/2021/02

1.	Registered Name & Address of The Bidder	
2.	Location of Corporate Head Quarters	
3.	Date & Country of Incorporation	
4.	Service facilities location & size	
5.	Major Related Activities carried out in last two years & their %age in	
6.	Total number of employees	
7.	List of major clients	
8.	Name & Address of Contact Person with Tel. No / Fax /e-mail	
9.	Client Reference	
10.	Annual turnover for the three previous financial years	
11.	Net worth (Paid up capital plus free reserves) for the previous financial year (2015-16)	
12.	Name of the Authorized Signatory	

Name: _____

Designation: _____

Date: _____

Signature: _____

Company Seal



Tender Reference No.:
OICL/HO/ITD/SERVER-AMC/2021/02

**13.10 Annexure 10: Undertaking for providing authorized representatives of IRDAI
the right to inspection, investigation, obtaining information**

To
The Deputy General Manager
The Oriental Insurance Company Limited.
IT Dept, 2nd Floor,
"ORIENTAL HOUSE", Head Office,
A-25/27, Asaf Ali Road,
New Delhi-110002

Sir,

Reg: Undertaking from the Bidder for providing authorized representatives of the IRDAI the right to inspection, investigation, obtaining information for Tender Ref No: OICL/HO/ITD/SERVER-AMC/2021/02

We hereby undertake to provide authorized representatives of Insurance Regulatory Development Authority of India (IRDAI) right to:

- a) examine the books, records, information, systems and the internal control environment to the extent that they relate to the service being performed for the company and
- b) access to any internal audit reports or external audit findings for the service being performed for the company.

Name: _____

Designation: _____

Date: _____

Signature: _____

Company Seal



13.11 Annexure 11: Undertaking of Authenticity for Appliance and Equipment Supplies

RFP No: OICL/HO/ITD/SERVER-AMC/2021/02

To,

The Deputy General Manager (IT)
Information Technology Department
The Oriental Insurance Company Limited 2nd Floor,
Head Office, Oriental House A-25/27, Asaf Ali Road,
New Delhi – 110 002

Dear Sir,

With reference to the Software Components will be supplied/quoted to you.

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

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

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

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

Name: _____

Designation: _____

Date: _____

Signature: _____

Company Seal



Tender Reference No.:
OICL/HO/ITD/SERVER-AMC/2021/02

13.12 Annexure 12: Undertaking for Back-lining

RFP No: OICL/HO/ITD/SERVER-AMC/2021/02

To,

The Deputy General Manager (IT)
Information Technology Department
The Oriental Insurance Company Limited 2nd Floor,
Head Office, Oriental House A-25/27, Asaf Ali Road,
New Delhi – 110 002

Dear Sir,

This is to confirm that we M/S..... who is bidding in your RFP will backline the AMC for Servers for Web Portal for complete Contract duration with M/s _____ Original Equipment Manufacturer (OEM) of _____ as per the terms of the RFP within 15 days of issuance of Purchase Order from OICL.

Name: _____

Designation: _____

Date: _____

Signature: _____

Company Seal



13.13 Annexure 13: Non-Disclosure Agreement

(On Rs.100 Non-Judicial stamp paper)

This Non-Disclosure Agreement made and entered into at..... Thisday of.....2021 BY AND BETWEEN..... Company Limited, a company incorporated under the Companies Act, 1956 having its registered office at (Hereinafter referred to as the Vendor which expression unless repugnant to the context or meaning thereof be deemed to include its permitted successors) of the ONE PART;

AND

The Oriental Insurance Company Ltd, having its headquarterd and Corporate Office at Oriental House, A-25/27, Asaf Ali Road, New Delhi - 110002 (hereinafter referred to as "OICL" which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns) of the OTHER PART.

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

WHEREAS:

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

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

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

NOW, THEREFORE THIS AGREEMENT WITNESSETH 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 onus 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



Tender Reference No.:
OICL/HO/ITD/SERVER-AMC/2021/02

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.

1. 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.
2. 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 intimation 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

3. 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.
4. 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 costs and expenses of enforcement (including the attorney's fees), incurred by The Oriental Insurance Company Ltd.

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

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

13.14 Annexure 14: Integrity Pact

(On Rs.100 Non-Judicial stamp paper)

PRE-CONTRACT INTEGRITY PACT

General

This pre-bid pre contract Agreement (hereinafter called the integrity pact is made on day of the month of _____ 202_, between, on one hand, The Oriental Insurance Company Ltd, having its headquartered and Corporate Office at Oriental House, A-25/27, Asaf Ali Road, New Delhi - 110002, acting through _____, _____ (hereinafter called the “BUYER” which expression shall mean and include, unless the context otherwise requires, his successors in office and assignees) of the first part and M/s _____ represented by Shri _____, authorized signatory of M/s ----- --- (hereinafter called the “BIDDER/SELLER” which expression shall mean and include, unless the context otherwise requires , his successors and permitted assigns) of the second part .

WHEREAS the BUYER proposes to procure (Name of the Store /Equipment /item and the BIDDER /SELLER is willing to offer /has offered the store and

WHEREAS the BIDDER is a private company/public company/Government /undertaking/partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Government of India, Public Sector Insurance Company.

Now, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence /prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said store/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling the BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures .

The parties hereby agree to enter into this integrity pact and agree as follows:



1. Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept directly or accept, directly or through intermediaries, any bribe, consideration, gift, reward favor or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre- contract stage treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

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

2. In case any such preceding misconduct on the part of such official (s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

3. Commitment of BIDDERS

The BIDDERS commit itself to all take all measures necessary to prevent corrupt practices, unfair means and illegal activates during any stage of its bid or during any pre-contract or post- contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material benefit or other advantage commission fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the contract forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or for bearing to show favor or disfavor to any person in relation to the contract or any other contract with the Government.

3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4 BIDDERS shall disclose the payment to be made by them to agents/brokerage or any other intermediary, in connection with this bid/contract.

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized Government sponsored export entity of the defense stores and has



not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has such any amount been paid promised or intended to be paid to any such Individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre- contract negotiations or before signing the contract shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members agents, brokers or any other intermediaries in connection with the contract details or/and the services agreed upon for such payments.

3.7 The bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to other, any information provided by the BUYER as part of the business deal, relationship regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the action mentioned above.

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

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three year immediately before signing of this integrity pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any public sector enterprise in India or any government Department in India that justify BIDDER'S exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender propose or the contract, if already awarded. Can be terminated for such reason.

5. Earnest money (security deposit)

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

- (i) Bank draft or a pay order in favor of _____
- (ii) A confirmed guarantee by an Indian nationalized bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur



whatsoever and without seeking any reasons whatsoever .the demand for payment by the BUYER shall be treated as conclusive proof of payment.

- (iii) Any other mode or through any other instrument (to be specified in the RFP).

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

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

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

6. Sanctions for violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one Employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceeding with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit /Performance bond (after the contract is signed shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sum already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing prime lending rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR . If any outstanding payment is due to the BIDDER from the BUYER in outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER in order to recover the payments, already made by the BIDDER, along with interest.
- (vi) To cancel all or any other contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money (s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five year, which may be further extended at the discretion of the Buyer
- (viii) To recover all sum paid in violation of this pact by bidder (s) to any middleman or agent or broker with a view to securing the contract.



- (ix) In case where irrevocable letters of credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of performance bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

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

6.3 The decision of the BUYER to the effect that breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent monitor (s) appointed for the purpose of this pact.



7. Fall Clause

The BIDDER undertakes that it shall not supply similar Product / systems or subsystems in comparable business circumstances at a price lower than that offered in the present bid in respect of any other Public Sector Banks/Insurance Companies in India and if it is found that within one year after the signing of contract that similar product / systems or sub systems is supplied by the BIDDER to any other Public Sector Banks/Insurance Companies in India at a lower price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

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

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

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

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

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

8.6 The BIDDER (s) accepts that the Monitor has the right to access without restriction to all project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The monitor shall be under contractual obligation to treat the information and documents of the BIDDER/subcontractor(s) with confidentiality.

8.7 The BIDDER will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties the parties will offer to the monitor the option to participate in such meetings.

8.8 The monitor will submit a written report to the designated Authority of BUYER / Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provision of this pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and place of jurisdiction



This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. Other Legal Actions

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

12. Validity

12.1 The validity of this Integrity Pact shall be from date of this signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/SELLER, including warranty period, whichever is later, In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

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

14. The parties hereby sign this Integrity Pact at _____ on _____

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



13.15 Annexure 15: Preferences to domestically manufactured electronic products

OICL reserves the right for providing preference to domestically manufactured electronic products in terms of the Ministry of Electronics and Information Technology (MeitY) (earlier referred as Department of Electronics and Information Technology) Notification No.33(3)/2013-IPHW dated 23.12.2013 read with Notification No. 33(3)/2013-IPHW dated 22.05.2014 and Guidelines issued there under. A copy of the aforesaid Notifications/Guidelines can be downloaded from MeitY website i.e. URL www.meity.gov.in/esdm.

Purchase preference for domestic manufacturer, methodology of its implementation, value addition to be achieved by domestic manufacturers, self-certification, and compliance and monitoring shall be as per the aforesaid Guidelines/ Notifications. The Guidelines may be treated as an integral part of the tender documents.

The modalities through which the preference for Domestically Manufactured Electronic Products (DMEPs) shall be operated are as follows:

1. The bidders who are sole selling agents/ authorized distributors/ authorized dealers/ authorized supply houses of the domestic manufacturers of electronic products are eligible to bid on behalf of the domestic manufacturers under the policy.
2. Bidders, claiming to bid in the status of domestic manufacturer, are required to give an undertaking in the format as given as **FORM 1**.
3. Percentage of domestic value addition which qualifies the products category shall be as per GOI guidelines and subsequent amendments.
4. The preference to DMEP shall be subject to meeting technical specifications and matching L1 price.
5. Domestic manufacturers are required to indicate the domestic value addition in terms of BOM (bill of material) / commercial bid for the quoted product, in terms of aforesaid guidelines, in their bid in the format
6. Bidders, claiming to bid in the status of domestic manufacturer, are required to give an undertaking in the format as given as **FORM 1** of the guidelines No.33 (3)/2013-IPHW dated 22.05.2014. Furnishing of false information on this account shall attract penal provisions as per Guidelines/ Notification.



13.16 FORM 1: Format for Affidavit of Self Certification regarding Domestic Value Addition in an Electronic Product to be provided on Rs.100/- Stamp Paper

Date:

I _____ S/o D/o W/o _____, Resident of _____

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification No.: 33(3)/2013-IPHW dated 23.12.2013.

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring authority or any authority so nominated by the Department of Electronics and Information Technology, Department of India for the purpose of assessing the domestic value-addition.

That the domestic value addition for all inputs which constitute the said electronic product has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition norms, based on the assessment of an authority so nominated by the Department of Electronics and Information Technology, Government of India for the purpose of assessing the domestic value-addition, I will be disqualified from any Government tender for a period of 36 months. In addition, I will bear all costs of such an assessment.

That I have complied with all conditions referred to in the Notification No..... wherein preference to domestically manufactured electronic products in Government procurement is provided and that the procuring authority is hereby authorized to forfeit and adjust my EMD and other security amount towards such assessment cost and I undertake to pay the balance, if any, forthwith.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authorities.

- i. Name and details of the Domestic Manufacturer (Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. Electronic Product for which the certificate is produced
- iv. Procuring agency to whom the certificate is furnished
- v. Percentage of domestic value addition claimed
- vi. Name and contact details of the unit of the manufacturer
- vii. Sale Price of the product
- viii. Ex-Factory Price of the product
- ix. Freight, insurance and handling
- x. Total Bill of Material



Tender Reference No.:
OICL/HO/ITD/SERVER-AMC/2021/02

- xi. List and total cost value of inputs used for manufacture of the electronic product
- xii. List and total cost of inputs which are domestically sourced. Please attach value addition certificates from suppliers, if the input is not in-house.
- xiii. List and cost of inputs which are imported, directly or indirectly

For and on behalf of _____ (Name of firm/ entity)

Authorized signatory (to be duly authorized by board of Directors)

<Insert name, Designation, Contact Details>



14. Appendix

14.1 Appendix 1: Details of Server Equipment to be covered under AMC

#	Make	Model	Year	Description	Serial Number
1.	HP	HP Server Chassis (Blade Chassis)	2015	HP C7000	SGH522VMYB
2.	HP	HP Server Chassis (Blade Chassis)	2015	HP C7000	SGH522VN02
3.	HP	ProLiant BL460c Gen9	2015	Web Portal DR Server	SGH522VMYM
4.	HP	ProLiant BL460c Gen9	2015	Web Portal DR Server	SGH522VMYC
5.	HP	ProLiant BL460c Gen9	2015	Web Portal DR Server	SGH522VN0L
6.	HP	ProLiant BL460c Gen9	2015	Web Portal DR Server	SGH522VMYV
7.	HP	ProLiant BL460c Gen9	2015	Web Portal DR Server	SGH522VMYS
8.	HP	ProLiant BL460c Gen9	2015	Web Portal DR Server	SGH522VMYH
9.	HP	ProLiant BL460c Gen9	2015	Web Portal DR Server	SGH522VN00
10.	HP	ProLiant BL460c Gen9	2015	Web Portal DR Server	SGH522VMYP
11.	HP	ProLiant BL460c Gen9	2015	Web Portal DR Server	SGH522VMYE
12.	HP	ProLiant BL460c Gen9	2015	Web Portal DR Server	SGH522VMYX
13.	HP	ProLiant BL460c Gen9	2015	Web Portal DC Server	SGH522VN05
14.	HP	ProLiant BL460c Gen9	2015	Web Portal DC Server	SGH522VN0W
15.	HP	ProLiant BL460c Gen9	2015	Web Portal DC Server	SGH522VN0Y
16.	HP	ProLiant BL460c Gen9	2015	Web Portal DC Server	SGH522VN0D
17.	HP	ProLiant BL460c Gen9	2015	Web Portal DC Server	SGH522VN13
18.	HP	ProLiant BL460c Gen9	2015	Web Portal DC Server	SGH522VN03
19.	HP	ProLiant BL460c Gen9	2015	Web Portal DC Server	SGH522VN0B
20.	HP	ProLiant BL460c Gen9	2015	Web Portal DC Server	SGH522VN0F
21.	HP	ProLiant BL460c Gen9	2015	Web Portal DC Server	SGH522VN0T
22.	HP	ProLiant BL460c Gen9	2015	Web Portal DC Server	SGH522VN0N
23.	HP	ProLiant BL460c Gen9	2015	Web Portal DC Server	SGH522VN09
24.	HP	ProLiant BL460c Gen9	2015	Web Portal DC Server	SGH522VN0J
25.	HP	ProLiant BL460c Gen9	2015	Web Portal DC Server	SGH522VN07
26.	HP	ProLiant BL460c Gen9	2015	Web Portal DC Server	SGH522VMYK
27.	HP	ProLiant BL460c Gen9	2015	Web Portal DC Server	SGH522VN11
28.	HP	ProLiant BL460c Gen9	2015	Web Portal DC Server	SGH522VN0R
29.	HP	BLc VC FlexiFabric-20/40 F8 Modul	2015	F8 Module	7C95180026
30.	HP	BLc VC FlexiFabric-20/40 F8 Modul	2015	F8 Module	7C9518002J



14.2 Appendix 2: Bill of Material

#	Description	Qty.	Amount for 1 year (excluding taxes)	AMC Period
1.	HP Server Chassis	2		1 year from the date of PO
2.	ProLiant BL460c Gen9- DC	16		1 year from the date of PO
3.	ProLiant BL460c Gen9- DR	10		1 year from the date of PO
4.	BLc VC FlexiFabric-20/40 F8 Module	2		1 year from the date of PO
5.	RHEL HA Subscription for 4 node cluster (No of server nodes) at DC	4		1 year from the date of PO
6.	RHEL HA Subscription for 4 node cluster (No of server nodes) at DR	4		1 year from the date of PO
7.	RHEL Extended Life Cycle Support Subscription for version 6 at DC (no of Server nodes)	32		01/12/2021 to 30/11/2022
8.	RHEL Extended Life Cycle Support Subscription for version 6 at DR (no of Server nodes)	20		01/12/2021 to 30/11/2022
9.	Any Other <Please specify>			-
Total Amount				

Total Cost in figures: _____

Total Cost in Words: _____

Note:

1. Bidder should strictly follow the format given in Table.
2. It is mandatory to quote for all items in the bill of material.
3. 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. 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.
4. In case OICL wants to add/delete an item during the contract period, the same will be calculated on per unit cost/per day of that item.

End of Document