

The Oriental Insurance Company Limited

Head Office, New Delhi



Request for Proposal

For

Supply & Installation of Desktops, Printers & Network Switches

(Tender No. OICL/HO/ITD/HW/2015/01 Dated 24.12.2015)

Information Technology Department

**II Floor, Oriental House, A-25/27, Asaf Ali Road
The Oriental Insurance Company Limited
New Delhi – 110002**

CIN-U66010DL1947GOI007158

www.orientalinsurance.org.in



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Non-Refundable Tender Fee

Non-Transferable Receipt

To be filled by OICL Official

Tender Ref. No.	OICL/HO/ITD/HW/2015/01 Dated 24.12.2015	
Copy No.		
Date of Issue		
Tender Issued to Bidder		
Cheque No./Draft No.		
Date		
Cheque/Draft Amount		
Bank Name		
Name of OICL Official		
Designation of OICL Official		
Signature		
OICL Official	Bidder's Representative with Contact No. and Date	



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Designation of OICL Official		
Signature		
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This tender document is not transferable.

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

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

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

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Purpose of this document

The purpose of this Request for Proposal (hereafter referred to as “RFP”) is to define scope of work for the Bidder for Supply & Installation of Desktops, Printers & Network Switches. This RFP contains details regarding scope, project timelines, evaluation process, terms and conditions as well as other relevant details which Bidder needs to factor while responding to this RFP.

Definitions and Acronyms

Following terms are used in the document interchangeably to mean:

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



1. Introduction

1.1 About the Company

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

OICL has its head office at New Delhi, Primary Data Centre (PDC) at Bengaluru and Secondary Data Centre (SDC/DR) at Navi Mumbai, 30 regional offices in various cities, Oriental Staff Training College (OSTC) at Faridabad and Chennai, 340+ divisional offices, 500+ branch offices, Regional Training Centers, 28 Claims Service centers, 32 TP Hubs and 900+ extension counters/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 EC's 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 2014-15. 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 15,000 employees and over 35,000 agents. The Company has a web portal www.orientalinsurance.org.in for use of its customers and agents with a provision for premium calculator, payment gateway and online issue/ renewal of policies.

1.2 Notice Inviting Bids

The Deputy General Manager (IT) invites sealed bids from eligible Bidders for Supply and Installation of Desktops, Laser Jet Printers and Network Switches under buy-back of obsolete hardware.

1.3 Project Objective

The Oriental Insurance Company Ltd (OICL) envisages refreshing the obsolete office IT hardware and implementing latest technology hardware to meet its business and technology requirements. OICL proposes to invite sealed bids from eligible Bidders for Supply and Installation of Desktops, Laser Jet Printers and Network Switches under buy-back of obsolete hardware.



1.4 Schedule of Events

Event	Target Date
Sale of RFP Document	24 th December 2015 to 5 th February 2016 between 11:00 AM and 04:00 PM
Last date to send in requests for clarifications	4 th January 2016, 5:00 PM
Pre-Bid meeting*	12 th January 2016, 3:00 PM
Last date for submission of bids	5th February 2016, 4:00 PM
Opening of pre-qualification bid	5 th February 2016, 4:15 PM
Declaration of Short-listing of Bidders based on pre-qualification criteria	Shall be announced later
Opening of technical bid	Shall be announced later
Technical Presentation	Shall be announced later
Declaration of short-list of Bidders for commercial bid	Shall be announced later
Opening of commercial bids	Shall be announced later
Declaration of L1 Bidder	Shall be announced later
Notification of Award	Shall be announced later

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

- 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.

1.5 Availability of Tender document

- a) 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,
2nd Floor, A - 25/27, 'Oriental House'
Asaf Ali Road, New Delhi – 110 002

- b) The RFP document will be available for sale at the above address between **11:00 AM to 04:00 PM** on all working days from **24.12.2015 to 05.02.2016** on payment of non-refundable **Tender Fee of Rs 5,000/-** by crossed Demand Draft/ Banker's Pay Order in favour of "**The Oriental Insurance Company Limited**" payable at New Delhi. Tender fee is inclusive of all taxes.
- c) A Copy of the Tender document is available on the web portal www.orientalinsurance.org.in under the link Tenders. Bidders have to purchase Tender document in order to submit bids. Please note that the Company shall not accept any liability for non-receipt/non-delivery of bid document(s) in time.



1.6 Eligibility Criteria

S.N.	Eligibility Criteria	Documents Required
1	Should be a public / private limited company registered in India.	Certificate of Incorporation
2	The Bidder should have been in existence for a minimum period of FIVE years in India.	Certificate of Incorporation
3	The Bidder should have a minimum turnover of Rs. 200 crores per annum in any three of the following financial years (2011-12, 2012-13, 2013-14, and 2014-15).	1. Audited Financial statements for the respective financial years and/or 2. Published Balance Sheet
4	The Bidder should have a positive net worth in any three of the following financial years (2011-12, 2012-13, 2013-14, and 2014-15).	
5	The Bidder should have at least one of the following accreditations / certifications which is valid as on the date of issue of this RFP - ISO 9001:2008, ISO 27001, SEI CMMi Level 3.	Copy of relevant certifications
6	The Bidder should not have been blacklisted by the any Government or PSU enterprise.	Self-Declaration letter by Bidder authorized signatory.
7	The Bidder should hold a valid Sales Tax Registration/VAT/Service tax Certificate, PAN Card and should be registered with the appropriate authorities for all applicable statutory taxes/duties.	1. Attested copy of the Sales Tax Registration /VAT/Service tax certificate, 2. Attested copy of PAN Card and give the details of PAN number, 3. Sales Registration number, on the Bidder's Letterhead signed by the authorized signatory.
8	The Bidder should have supplied and installed atleast 1000 Desktops to one customer with in BFSI/ PSU/ Government sector in India in Multi-locations during last 5 years.	1. Copy of original PO / Contract highlighting the following details: a) Date of PO / Contract b) Name of Parties c) Scope of Work 2. Completion Certificate or Installation Report or Satisfactory Progress of project from client.
9	The Bidder should have supplied and installed atleast 200 Printers to one customer with in BFSI/ PSU/ Government sector in India in Multi-locations during last 5 years.	1. Copy of original PO / Contract highlighting the following details: a) Date of PO / Contract b) Name of Parties c) Scope of Work 2. Completion Certificate or Installation Report or Satisfactory Progress of project from client.
10	The Bidder should have supplied and installed atleast 200 Network Switches to one customer with in BFSI/ PSU/ Government sector in India in Multi-locations during last 5 years.	1. Copy of original PO / Contract highlighting the following details: a) Date of PO / Contract b) Name of Parties c) Scope of Work 2. Completion Certificate or Installation Report or Satisfactory Progress of project from client.



1.7 Project Timelines

1.7.1 The Delivery, Migration, Configuration, Installation & Commissioning of all Hardware and Software shall be completed within a period of 12 Weeks from the date of placement of order.

1.7.2 The delay in implementation will attract Liquidated Damages as per terms & conditions.

Note:

- a) OICL, at its discretion, shall have the right to alter the delivery schedule and quantities based on the implementation plan. This will be communicated formally to the Bidder during the implementation, if a need arises.
- b) The Bidder is required to provide a detailed strategy to OICL; if the Bidder has a faster and more effective solution the same may be discussed and agreed by OICL.



2. Scope of Work

OICL has outlined its vision for replacement of end of life IT hardware and implementing latest technology hardware to meet its business and technology requirements. OICL proposes to invite sealed bids from eligible Bidders for Supply and Installation of Desktops, Laser Jet Printers and Network Switches under buy-back of obsolete hardware. The contract duration would be for 3 months.

1. Supply, commission, installation, testing, configuration (one time) of the Desktops, Laser Jet Printers and Network Switches under buyback at various locations as mentioned in Annexure 6 within 12 weeks from the date of purchase order. The Technical Specifications of the Hardware to be supplied are mentioned in Annexure 1. The quantity required for the Computer Hardware is as follows:

S.N.	Item	Quantity
1.	Desktops	5000
2.	Laser Jet Printer (LJP)	910
3.	Network Switch	1020

2. Configuration will include IP Setting, browser settings for Core Insurance Solution, migration of data from old desktops to new desktops and configuration of add on devices such as printers, Scanners etc.
3. The Bidder will also coordinate with Networking and application vendors and provide the necessary assistance for successful installation, integration and functioning of application.
4. The Bidder shall ensure compatibility of the hardware and software that they supply with the hardware and software systems being used in the OICL.
5. Bidder should provide comprehensive on-site three months warranty for supplied hardware. All the parts of items supplied would be covered under comprehensive warranty except consumables (toner and cartridges only). If there is any gap between OICL's requirement and OEM warranty then it will be the responsibility of Bidder to fill up the gap.
6. Bidder shall generate the configuration / specification report from the Desktops, LJPs and Network Switch and present the printout of same along with installation report to the branch/office for their verification & signatures. The signed report is to be submitted to head office.
7. The supply is comprehensive inclusive of OS Support on all the systems supplied and installed under this contract. Any problem related with OS Maintenance, reloading of OS with all device drivers, OS upgrade, device drivers, system configuration and network configuration (if required) shall be attended to and rectified by the supplier. The supplier shall also keep a copy of all device drivers.
8. Successful Bidder shall submit all the duly signed Installation Note(s) at OICL Head office. Post completion of atleast 70% of locations, OICL shall arrive at common acceptance dates for the entire lot of H/w items delivered and installed at respective offices. Accordingly, the warranty period of 03 months starting from the date of acceptance, shall be determined and conveyed to the vendor in writing.



3. Terms & Conditions

3.1 General

3.1.1 Definitions

OICL/ PURCHASER: Shall mean The Oriental Insurance Company Limited

3.1.2 Amendment to Bid Document

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

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

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

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

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

3.1.2.4 **Preliminary Scrutiny** – OICL will scrutinize the offer to determine whether it is complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. OICL may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on the Bidder and OICL reserves the right for such waivers and OICL's decision in the matter will be final.

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

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

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

3.1.2.8 **Right to Alter Quantities** – OICL reserves the right to alter the requirements specified in the tender. OICL also reserves the right to delete or increase one or more items from the list of items specified in the tender. OICL will inform the Bidder about changes, if any. In the event of any alteration in the quantities the price quoted by the Bidder against the item would be



considered for such alteration. The Bidder agrees that the prices quoted for each line item & component is valid for period of contract and can be used by OICL for alteration in quantities. Bidder agrees that there is no limit on the quantities that can be altered under this contract. During the contract period the Bidder agrees to pass on the benefit of reduction in pricing for any additional items to be procured by OICL in the event the market prices / rate offered by the Bidder are lower than what has been quoted by the Bidder as the part of commercial offer. Any price benefit in the products, licenses, software, services & equipment should be passed on to OICL within the contract period.

3.1.3 Sub-contracts

It is clarified that notwithstanding the use of sub-contractors by the Bidder, the Bidder shall be solely responsible for performance of all obligations under the RFP irrespective of the failure or inability of the subcontractor chosen by the Bidder to perform its obligations. The Bidder shall also have the responsibility for payment of all dues and contributions, as applicable including any statutory requirement and compliance. No additional cost will be incurred by OICL on account of sub-contract, if any.

3.1.4 Conditional bids

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

3.1.5 Submission of Bids

The Bidders shall seal the envelopes containing Eligibility Bid / Technical Bid / Commercial bid. Envelopes shall be addressed to OICL at the address given; and bear the Project Name " Supply & Installation of Desktops, Printers & Network Switches" - Eligibility Bid/ Technical Bid / Commercial Bid Tender No. Tender No. OICL/HO/ITD/HW/2015/01 Dated 24.12.2015. Envelopes should indicate on the cover the name and address of the Bidder. A Bidder shall submit only one proposal.

3.1.6 Performance Security

Within 15 days after the receipt of Notification of Award from OICL, the Bidder shall furnish performance security to OICL as per Appendix - 5, which shall be equal to 10 percent of the value of the contract - valid till date of expiry of six 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).

3.1.7 Pre-Bid Meeting

All queries/ requests for clarification from Bidders must reach us by e-mail (tender@orientalinsurance.co.in) or in person before 17:00 hours on 4th January 2016. Format for the queries / clarification is provided in "Appendix 3 - Query Format". No clarification or queries will be responded in any other format. OICL will respond to any request for clarification of the tender document in the pre-bid meeting to be held on 12th January 2016.

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

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



3.1.8 Installation and Implementation

The Bidder shall be responsible for supply, installation and commissioning of the proposed hardware with technical specification as mentioned in Annexure-1.

At the direction of OICL, the acceptance test of the proposed hardware shall be conducted by the successful Bidder in the presence of OICL's authorized representative(s) and/or any other team or agency nominated by OICL. All expenses for acceptance test shall be borne by the Bidder. The acceptance tests should include verification of documentation for equipment start-up procedures; shutdown procedures; configuration. Draft Acceptance test procedure should be submitted by Bidder. The final acceptance test procedures will be discussed and mutually agreed after the implementation.

3.1.9 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.

3.1.10 Payment terms

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

S. N.	Milestone	Documents to be submitted	Percentage
1	Delivery of equipment (Desktop + LJP + Network Switch)	Delivery Challan	70%
2	Successful implementation and integration of equipment.	Proof of Installation report and ATR	20%
3	Post Completion of Contract		10%
Total			100%



3.1.11 Mode of Payment

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

- a) Account Number and Type of Bank account (Current / Savings/Cash Credit).
- b) IFSC / NEFT Code (11 digit code) / MICR code, as applicable, along with a cancelled cheque leaf.
- c) Permanent Account Number (PAN) under Income Tax Act;
- d) TIN/Sales Tax Registration Number (for supply of Goods) and Service Tax, Registration Number (for supply of Services), as applicable.
- e) E-mail address of the Bidder / authorized official (for receiving the updates on status of payments).

3.1.12 Currency of Payments

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

3.2 Other RFP Requirements

- a. The Head Office of OICL is floating this RFP. However, the Bidder(s) getting the contracts shall install and commission the solution, procured through this RFP, at OICL's various offices or at such centers as OICL may deem fit and the changes, if any, in the locations will be intimated to the Bidder.
- b. 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.
- c. Bidder should ensure that the hardware delivered to OICL including all components and attachments are brand new. In case of Software Licenses, the Bidder should ensure that the same is licensed and legally obtained with valid documentation made available to OICL.
- d. OEM's Authorization Form – The Bidder should furnish separate letter from original equipment manufacturer in the format provided in Appendix 6 – OEM's Authorization provided along with this RFP for quoted item.
- e. Quoting multiple options for any of the line item mentioned in the Bill of Material is not allowed.
- f. If an OEM is bidding directly then OEM cannot come through other Bidders.



4. Terms of Reference ('ToR')

4.1 Contract Commitment

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

4.2 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

4.3 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.

4.4 Assignment

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

4.5 Canvassing/Contacting

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

4.6 Indemnity

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

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



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

4.7 Inspection of Records

All Bidder records with respect to any matters covered by this tender shall be made available to OICL or its designees at any time during normal business hours, as often as OICL deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. OICL's auditors would execute confidentiality agreement with the Bidder, provided that the auditors would be permitted to submit their findings to OICL, which would be used by OICL. The cost of the audit will be borne by OICL. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.

4.8 Publicity

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

4.9 Solicitation of Employees

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

4.10 Information Ownership

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

4.11 Sensitive Information

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

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



4.12 Confidentiality

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

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

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

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

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

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

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

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

4.13 Technological Advancements

The hardware and software proposed as part of this contract

- a. should not reach end of support during the period of contract
- b. should not have been announced End of Life /Sales

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



4.14 Liquidated Damages

If the Bidder fails to meet the Project Timelines as per Section 1.7, 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.

4.15 Guarantees

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

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

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

4.17 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.

4.18 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.

4.19 Termination for Convenience

Either party may, by 30 calendar days written notice sent to the other party, terminate the contract, in whole or in part at any time of their convenience. The notice of termination shall specify the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

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

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

4.20 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.

4.21 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.

4.22 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)

4.23 Prices

The prices quoted (as mentioned in Appendix 01- Bill of Materials submitted by the Bidder) for the solution and services shall be firm throughout the period of contract and shall not be subject to any escalation.



4.24 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, Octroi / local levies (if any), in respect of transaction between OICL and Bidder, will be reimbursed by OICL, on submission of proof of actual transaction. If there is any increase/decrease in taxes/ duties due to any reason whatsoever, after Notification of Award, the same shall be passed on to OICL.

4.25 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.

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

4.27 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.

4.28 Limitation of Liability

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

4.29 Waiver

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

4.30 Violation of terms

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



4.31 Hardware Inspection

Pre delivery / acceptance Inspection will be carried out by the OICL through its staff / consultant at any of the OICL's site / location. The vendor shall keep ready the equipments for inspection and vendor should provide all assistance including manpower. There shall not be any additional charges for such inspection.

4.32 Repeat Order

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



5. Instruction to Bidders

5.1 Procedure for submission of Bids

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

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

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

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

- a) Each of the two hard copies of pre-qualification bid should be a complete document, bound as a volume and placed in separate sealed envelopes super-scribed Pre-qualification Bid for Tender No. OICL/HO/ITD/HW/2015/01 Dated 24.12.2015
- b) Each of the sealed envelopes should also be marked as "Original" and "First Copy" respectively.
- c) The two envelopes of pre-qualification bid should be placed in a single sealed envelope and super-scribed as: Pre-qualification Bid for Tender No. OICL/HO/ITD/HW/2015/01 Dated 24.12.2015

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

- a) Each of the two hard copies of technical bid should be a complete document, bound as a volume and placed in separate sealed envelopes super-scribed Technical Bid for Tender No: OICL/HO/ITD/HW/2015/01 Dated 24.12.2015
- b) Each of the sealed envelopes should also be marked as "Original" and "First Copy" respectively.
- c) The two envelopes of technical bid should be placed in a single sealed envelope super-scribed: Technical Bid for Tender No: OICL/HO/ITD/HW/2015/01 Dated 24.12.2015
- d) Soft copy of the response to the technical bids should also be provided in MS excel/MS word. The soft copy is to be placed in Technical Bid. In case of any discrepancies between the hardcopy and softcopy OICL will use the hardcopy submitted by the Bidder for the evaluation. THE SOFT COPY SHOULD NOT CONTAIN COMMERCIALS AND COMMERCIALS ARE TO BE ENCLOSED ONLY IN COMMERCIAL BID COVER. A masked copy of Appendix 1- Bill of Material should be a part of technical bid.
- e) The Bidders have to note that the technical proposal must contain Soft copy of the technical bid only. Soft copy of the commercial bid should not be enclosed with technical bid.

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



- a) Each of the two hard copies of the commercial bid should be a complete document, bound as a volume and placed in separate sealed envelopes super-scribed Commercial Bid for Tender No: OICL/HO/ITD/HW/2015/01 Dated 24.12.2015
- b) Each of the sealed envelopes should also be marked as "Original" and "First Copy" respectively.
- c) The two envelopes of commercial bid should be placed in a single sealed envelope super-scribed: Commercial Bid for Tender No: OICL/HO/ITD/HW/2015/01 Dated 24.12.2015
- d) Soft copy of the commercial bid should also be provided in MS excel format. The soft copy is to be placed in commercial bid. In case of any discrepancies between the hardcopy and softcopy OICL will use the hardcopy submitted by the Bidder for the evaluation.

Note:

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

5.2 Bid Security

Bid Security in the form of Bank Guarantee (BG) / Bank Draft of **Rs. 1,25,00,000/- (Rupees One Crore Twenty Five Lakhs Only)** favouring 'The Oriental Insurance Company Ltd' valid for 180 days from the last date of submission of Commercial Bid should be submitted.

1. BG should be drawn on Nationalized / Scheduled Bank in favour of 'The Oriental Insurance Company Ltd'. Non-submission of BG along with Eligibility-Bid document will disqualify the Bidder.
2. BG will be returned to the qualified Bidder after acceptance of Purchase Order and/ or Signing of the Contract(s) by the Bidder and submission of required Performance Bank Guarantee (PBG).
3. For the Bidders who do not qualify in this Tender, BG will be returned after the selection of successful Bidder.
4. EMD submitted by Bidder may be forfeited if:
 - Bidder backs out of bidding process after submitting the bids;
 - Bidder backs out after qualifying;
 - Bidder does not accept the Purchase Order / Sign the Contract within the time prescribed by OICL after qualifying.



6. Evaluation Criteria

The competitive bids shall be submitted in three stages:

- ▶ Stage 1 – Eligibility Evaluation
- ▶ Stage 2 – Technical Evaluation
- ▶ Stage 3 – Commercial Evaluation

6.1 Eligibility Evaluation

Eligibility criterion for the Bidders to qualify this stage is clearly mentioned in Annexure 3 - Eligibility Criteria of this document. The Bidders who meet ALL these criteria would only qualify for the second stage of evaluation. The Bidder would also need to provide supporting documents for eligibility proof. All the credentials of the Bidder necessarily need to be relevant to the Indian market.

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

6.2 Technical Evaluation

Total Marks 200. Minimum Overall Qualifying marks to become eligible for qualifying for Commercial Evaluation are 70% i.e. 140 out of 200.

Category	Criteria	Max Marks
A.	Bidders Project Experience	150
B.	Response to RFP & Design, Implementation Methodology	50
	Total	200 Marks

A. Bidders Project Experience

S.N.	Bidder's Profile & Project Experience	Marks Allocation	Max Marks	Support Documentary Proof
1	The Bidder should have supplied and installed atleast 1000 Desktops to one customer with in BFSI/ PSU/ Government sector in India in Multi-locations during last 5 years.	>= 2 Projects : 50 1 Project : 25	50	Copy of original PO / Contract highlighting the following: a) Date of PO / Contract b) Name of Parties c) Scope of Work.
2	The Bidder should have supplied and installed atleast 200 Printers to one customer with in BFSI/ PSU/ Government sector in India in Multi-locations during last 5 years.	>= 2 Projects : 50 1 Project : 25	50	
3	The Bidder should have supplied and installed atleast 200 Network Switches to one customer with in BFSI/ PSU/ Government sector in India in Multi-locations during last 5 years.	>= 2 Projects : 50 1 Project : 25	50	



B. Response to RFP & Design, Implementation Methodology

S.N.	Response to RFP & Design, Implementation & Project Management	Marks
1	Understanding OICL's scope of work and requirements	10
2	Proposed Products – Key Features and Functionalities	30
3	Project Plan / approach/ implementation methodology	10
	Total	50

It is mandatory for the Bidder to comply with all the line items given in the technical specifications (Annexure 1). In case if the Bidder does not comply with any of the line items given in technical specifications (Annexure 1), it will not qualify to Stage 3 of evaluation process even if they score the cut-off marks in Stage 2.

6.3 Commercial Evaluation

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

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



7 Bid Documents

7.1 Eligibility Bid Documents

Eligibility document should contain following

1. Compliance to Eligibility Criteria along with Required Supporting Documents as per Section 1.6
2. The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Bidder
3. EMD of ₹ 1,25,00,000/- (Rupees One Crores Twenty Five Lacs Only) in the form of BG favouring 'The Oriental Insurance Company Limited' as per Appendix-4
4. Similar projects Undertaken in the previous five financial years.
5. Undertaking that the Bidder has quoted for all items and the bid validity will be for 180 days from the date of submission of commercial bid.
6. Manufacturer Authorization Form as per Appendix-6 for all supplied hardware and software.
7. Letter from OEM confirming availability of support from within India and various direct support options available with OEM.
8. Statement of No-Deviation as per Appendix-7
9. Application Form for Eligibility Bid

Note:

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

7.2 Technical Bid Documents

Technical Bid should contain the following:

1. Executive Summary of Bidder's response: The Executive Summary should be limited to a maximum of five pages and should summarize the content of the response. IT should initially provide an overview of Bidder's organization and position with regards to proposed solution and professional services. A brief description of the unique qualifications of the Bidder should be included. Information provided in the Executive Summary is to be presented in a clear and concise manner.
2. Covering Technical Letter (Appendix 2) giving reference of this tender and consent for acceptance of all the Terms and Conditions of this tender.
3. Implementation Methodology & Detailed Work Plan (Project Plan)



4. Compliance to Minimum Technical Specifications as per Annexure-1 with cross reference to the data sheet / BoM for each point.
5. Part coded Technical Bill of Material of all the quoted components with unit and total quantity.
6. Datasheets of Proposed components.
7. Masked Commercial Bid: The Bidder should also include a replica of the final commercial bid without prices in the technical bid. "The Bidder must note that the masked commercial bid should be actual copy of the commercial bid submitted with prices masked and not copy of the Pro-forma/format of the Appendix 1 – Bill of Materials in the RFP."
8. References to the previously executed projects as required in Annexure-3.

OICL reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission or partial submission of technical details.

OICL may at its discretion waive any minor non-conformity in any offer and the same shall be binding on all Bidders and OICL reserves the right for such waivers.

If OICL is not satisfied with the technical specifications in any tender and observes major deviations, the technical bids of such Bidders will not be short-listed and the price bids of such Bidders will not be opened. No further discussions shall be entertained with such Bidders in respect of the subject technical bid.

7.3 Commercial Bid Documents

Commercial Bid should contain two hard copies and one soft copy of the Commercial-bid document as per Appendix 1 – Bill of Materials. The Commercial Bid should give all relevant price information and should not contradict the Technical Bid in any manner. There should be no hidden costs for items quoted.

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



8 Service Level Agreement

Bidders need to strictly adhere to Service Level Agreements (SLA) as specified in this section.

Bidder has to guarantee the hardware up/keep functioning at OICL Offices during warranty period. For calculation purpose of up time, OICL will consider business hours between 9 AM to 6 PM on 5-day basis, whole completed days to be counted i.e. fractions to be rounded down. The succeeding and preceding Saturday, Sunday of calls logged on Friday/closed on Monday respectively will be excluded. In case the SLA requirement is not met, OICL will deduct penalty at the rate mentioned in the table below to maximum of amount till 90 days.

The resolution time will be 48 hours (2 days) for State Capitals, Metro Cities and OICL regional Offices and 72 hours (3 days) other than these locations except offices in North eastern states and Kashmir Valley where the resolution time of will be extended to 168 hrs (7 days).

For this purpose, total elapsed time between receiving the break down message (over telephone or otherwise) and making the system functional or providing standby machine, will be treated as down time. The temporary substitute machine (of equivalent configuration) should be provided within 48 hrs and a replacement or the original machine or equipment duly repaired be installed back within a reasonable period, not exceeding 25 calendar days. The above penalty will be imposed for the number of days exceeding 48 hr / 25 calendar days respectively.

Penalty will be charged subject to a maximum of 10% of the total contract price.

Penalty Calculation:

Total Cost is defined as the Components of Cost refer to the below mentioned components:

S. N.	Peripheral	Amount in INR /Day
1	Desktops	500
2.	LJP	250
3.	Network Switch	1000



9. **Appendix**

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9.1 Appendix 1: Bill of Material

SUMMARY OF COSTS			
S.N.	Table Reference	Items	Cost (INR)
1.	Table-A	Hardware Components	
2.	Table-B	Buyback Cost	
Grand Total - TCO (A-B)			

Grand Total in Words – (Rupees.....)

Note:

1. All the prices of this document should flow correctly from the respective sheets.
2. The total cost should flow from the individual sheets within this Appendix.
3. Bidder should strictly follow the format given in Table.
4. OICL reserves the right to change the quantity of items quoted above at the time of placing order. In such case the value of the order will be the cost of items finally opted by OICL.
5. The warranty will start from the date of signing the Contract.
6. The Bidder is responsible for all the arithmetic computation and price flows. OICL is not responsible for any errors.

Table-A Hardware Components					
S.N.	Item	Make & Model	Total Units	Unit Price	Total Price with 3 Months warranty (Including all taxes)
1	Desktops		5000		
2	Laser Jet Printer		910		
3	Network Switch		1020		
Table A - Total					

Table-B Buyback Cost						
S. N.	Item Description	Make	Model	Quantity	Unit Price	Total Buyback Amount
1	Desktops	HCL	Infinity M 6025	3934		
2	Laser Jet Printer	HP	P 1022	903		
3	Network Switch	Cisco	2950 & CE 500	1013		
Table B - Total Buy Back Amount						



9.2 Appendix 2: Covering Technical Offer

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

Dear Sir,

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

Dated this.....by20

Authorised Signatory

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

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

Signature and Seal of the Bidder



9.3 Appendix 3: Query Format

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



9.4 Appendix 4: Pro forma for Bid Security

To: (Name of Purchaser)

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

KNOW ALL MEN by these presents that WE _____ having our registered office at _____ (hereinafter called "the Bank") are bound unto The Oriental Insurance Company Limited (hereinafter called "the Purchaser") in the sum of Rupees _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 2015.

The Conditions of this obligation are:

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

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

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

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

This guarantee will remain in force up to and including 45 days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

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

Place: _____

Date: Seal and signature of the vendor



9.5 Appendix 5: Pro forma for Performance Security

To: (Name of Purchaser)

WHEREAS..... (Name of Supplier) (Hereinafter called "the Supplier") has undertaken, in pursuance of Contract No..... dated..... 2015 to supply..... (Description of Products and Services) (Hereinafter called "the Contract").

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

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

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

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

Signature and Seal of Guarantors (Supplier's Bank)

.....

Date.....



9.6 Appendix 6: OEM's Authorization Form

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/HW/2015/01 Dated 24.12.2015

Sir,

We _____, (*name and address of the 'manufacturer / developers'*) who are established and reputed 'manufacturers / developers' of _____ having 'factories / software development centres' at _____ (*addresses of 'manufacturing locations'*) do hereby authorize M/s _____ (*name and address of the Bidder*) to bid, negotiate and conclude the contract with OICL against the above mentioned tender for the proposed 'equipment manufactured' by us.

We hereby extend our guarantee and warranty as per terms and conditions of the RFP and the contract for the hardware / software and services offered for supply against this RFP by the above-mentioned Bidder, and will extend full support for a period of three months.

Yours faithfully,

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

Signature _____
Name _____
Designation _____
Address _____
Date _____

Company Seal



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

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/HW/2015/01 Dated 24.12.2015

Sir,

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

Yours faithfully,

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

Signature _____

Name _____

Designation _____

Address _____

Date _____

Company Seal



9.8 Appendix 8: Non-Blacklisting Declaration form

To

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

Tender Ref. No. OICL/HO/ITD/HW/2015/01 Dated 24.12.2015

Dear Sir /Madam,

With reference to your above referred tender regarding procurement of Computer Hardware and Software, we hereby confirm that we are not debarred / black listed by any State Govt or Central Government in India or any of its agencies or any PSU/BFSI as on the date of RFP and there has been no occasion of disassociation with any of our customers in India on account of delayed / defaulted deliveries or services.

Authorized Signatory

Name:

(Stamp)

Date:

Place:



10. **Annexure**

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10.1 Annexure 1: Technical Specifications

10.1.1 Desktops

S.N.	Feature	Minimum Requirement	Compliance (Yes/No)
1	Processor	Intel Pentium G3260 processor or later or Equivalent x86 Processor. (If the processor quoted is other than Intel, the name of the processor to be specified along with documentary proof as per benchmark results report to verify the qualifying parameter with the technical bid.)	
2	Motherboard	OEM Motherboard	
3	Memory	4 GB DDR 3 RAM expandable to 16GB; Two DIMM slots; Non-ECC dual-channel DDR3 SDRAM	
4	Hard Disk Drive	500 GB HDD, 7200 RPM, NCQ	
5	Optical Drive	Super Multi DVD Writer	
6	Graphics	Integrated Graphics	
7	Audio	High Definition Integrated Audio	
8	Slots	1 x PCIe16, 1xPCIex1	
9	Bays	(2) 3.5" Internal drive bays (1) ODD bay	
11	Ports	Rear I/O	
		(2) USB 2.0 ports, (2) USB 3.0 Ports	
		(1) VGA video port; (1) DisplayPort/DVI-D Port	
		(1) RJ-45 Integrated Gigabit (10/100/1000 NIC	
		(1) RS-232 serial port	
		3.5mm audio in/out jacks	
		Front I/O	
		(2) USB 2.0 ports 3.5mm headphone output and microphone jack	
12	Keyboard/Mouse	104 keys bi-lingual (Hindi/English) keyboard. (Stickers are not allowed) 2 Button Scroll Mouse (Same make as Desktop)	
13	Diagnostic Tool	BIOS Diagnostics	
14	Security	SATA port disablement (via BIOS)	
		Serial, parallel, USB enable/disable (via BIOS)	
		Optional USB Port Disable at factory (user configurable via BIOS)	
		Removable media write/boot control	
		Power-On password (via BIOS)	
		Administrator password (via BIOS)	
		Setup password (via BIOS) Support for chassis padlocks and cable lock devices	
15	Compliance and Certification	Energy star ver 6 or Epeat Registration	
16	OS	Windows 10 Pro 64 Bit	
17	Monitor	18.5" (Monitor of the same brand as OEM)	
18	Cables & Connectors	Power cords for CPU and Monitor. Connecting cord for monitor and display adapter.	
19	OEM Eligibility	OEM of Desktop should be listed "Leaders" magic Quadrant for Global Enterprise Desktops and Notebooks Published by Gartner in Year 2014.	

**10.1.2 Laser Jet Printer**

S.N.	Parameters	Specifications	Compliance (Y/N)
1.	Print Speed	25 PPM	
2.	Duty Cycle (Monthly)	15000 Pages	
3.	Print Technology	Laser	
4.	Print Quality Normal	Minimum 1200 x 600 dpi	
5.	USB	High Speed USB 2.0 port	
6.	Memory (RAM)	128 MB	
7.	Paper (Input)	250-sheets	
8.	Paper (Output)	150-sheets	
9.	Supported OS	Win Vista/7/8/8.1/10	
10.	Cables	Power Cord with 5 Amp Plug & USB Communication Cable	

10.1.3 Network Switch

S.N.	Parameters	Specifications	Compliance (Y/N)
1	Performance and Scalability	The switch should support a minimum of 24 nos. 10/100 Ethernet Interfaces and minimum of 2 (SFP and 1000BASE-T) Uplinks	
		The switch should support Forwarding bandwidth of minimum 12.8 Gbps	
		The switch should support 64-Byte Packet Forwarding Rate of 6.5 Mbps or more.	
		The switch should support 64 MB of Flash memory and 128 MB of DRAM.	
		The switch should support 255 VLANs and 4096 VLAN IDs and support 8000 Unicast MAC addresses	
		The switch should support jumbo frames of Maximum transmission unit (MTU) of 9000 bytes or more.	
2	Standards	The switch should support IEEE 802.1w Rapid Spanning Tree (RSTP), 802.1p,802.1s,802.1ab and 802.3ad (LACP)standards and DHCP option82	
3	RFC compliance	The switch should support RFC 768 - UDP,TFTP,BOOTP,IP Multicast,SNMPV2,RADIUS,IPV6 Auto discovery and configuration, RFC 2597, RFC 2474, RFC 3046,RFC 3376	
4	Layer-2 Features	The switch should support VTP / GARP VLAN Registration Protocol, Spanning-tree PortFast , PortFast guard or equivalent ,root guard, UplinkFast & BackboneFast or equivalent technologies to help ensure quick failover recovery, enhancing overall network stability and reliability	
		The switch should support Voice VLAN to simplify IP telephony installations by keeping voice traffic on a separate VLAN	



S.N.	Parameters	Specifications	Compliance (Y/N)
		The switch should support Unidirectional Link Detection Protocol (UDLD) or equivalent feature to allow for unidirectional links caused by incorrect fibre-optic wiring or port faults to be detected and disabled on fibre-optic interfaces.	
		The switch should support IGMP Snooping and MVR (Multicast VLAN Registration)	
5	L3 Features	The switch should support 16 IPv4 Static routes	
		The switch should support diagnostics commands to debug issues and system health checks within the switch	
6	Automation features	The switch should support automatic configuration of switch ports as devices connect to the switch, with settings optimized for the device type.	
7	Quality of Service (QoS) & Control	The switch should support Shaped Round Robin (SRR) scheduling or equivalent and Weighted Tail Drop (WTD) congestion avoidance or equivalent congestion avoidance QoS technology, and Four egress queues per port and strict priority queuing so that the highest priority packets are serviced ahead of all other traffic.	
8	Miscellaneous	The switch should support Flow-based rate limiting and up to 64 aggregate or individual policers per port	
		The switch should support IEEE 802.3az energy-efficient Ethernet and greener practices	
9	Network security features	The switch should support TACACS+ and radius authentication, Port-based ACLs, Port security, Private vlans, for Layer 2 interfaces to allow application of security policies on individual switch ports.	
10	IPv6 Features	The switch should be IPv6 Ready Certified	
11	Physical Characteristics	19" Rack mountable with rack mounting kit.	
12	OEM Eligibility	OEM should be present in "Leaders" magic Quadrant for the Wired and Wireless LAN Access Infrastructure Published by Gartner in Year 2015.	



10.2 Annexure 2: Authorization letter to attend tender opening

To

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

Sir,

Tender Ref. No. OICL/HO/ITD/HW/2015/01 Dated 24.12.2015

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

Yours faithfully

Signature of Bidder

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



10.3 Annexure3: Details of Similar Projects Undertaken in last 5 Years

Financial Year / Accounting Year	Name of Client for whom project was undertaken	Contact Details of Senior Official representing the client	Approximate project cost.	Date of Award of Project	Current Status of Project



10.4 Annexure 4: Application form for Eligibility Bid

To

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

Application form for the Eligibility of the Bidder

Tender Ref. No. OICL/HO/ITD/HW/2015/01 Dated 24.12.2015

Company Details

1	Registered Name, Date and Address of The Bidder.	
2	Location of Corporate Headquarters.	
3	Sales Tax/ VAT Registration No. and Date of Registration	
4	Service Tax Registration No. and Date of Registration	
5	Address for Communication	
6	Contact Person 1 (Name, Designation, Phone, Email ID)	
7	Contact Person 2 (Name, Designation, Phone, Email ID)	

Turnover and Net worth

Financial Year	Turnover (Rs. in Crores)	Net worth

Details of EMD (BG/Demand Draft)

Description	Rs. 1,25,00,000/- BG/Demand Draft towards EMD

Signature: _____

Name: _____

Designation: _____

Date: _____

(Company Seal)



10.5 Annexure5: Contract Form

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

WHEREAS the Purchaser is desirous that certain software and services should be provided by the Bidder viz., _____ and has accepted a bid by the Bidder for the supply of those software and services in the sum of _____ (Contract Price in Words and Figures) (hereinafter “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

- The Schedule of Requirements and the Requirement Specifications
- The Service Level Agreement
- The General Conditions of Contract
- The Purchaser’s Notification of Award

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

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

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

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

* Break-up would be as per commercial bid format



Total Value: _____

Delivery Schedule: _____

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

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

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

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

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

**Company Seal
Witness I**

**Company Seal
Witness II**

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

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



10.6 Annexure 6: Location of OICL Offices