

The Oriental Insurance Company Limited

Head Office, New Delhi



Request for Proposal

For

Procurement of Co-Hosting Services

(Ref No: OICL/HO/ITD/HOSTING/2015/01 dated 15th April 2015)

Information Technology Department

The Oriental Insurance Company Limited

2nd Floor, Oriental House

A-25/27, Asaf Ali Road, New Delhi – 110 002

CIN-U66010DL1947GOI007158

www.orientalinsurance.org.in



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The Oriental Insurance Company Limited

(Non – Transferable)
Receipt

Tender No. OICL/HO/ITD/HOSTING/2015/01 dated 15th Apr 2015

Serial No: _____

Date of Issue: ____ / ____ / ____

Tender Form Issued To

Received Payment Vide Demand Draft / Pay Order No _____

Dated ____ / ____ / ____ for _____/- issued by

_____ (Bank).

Signature: _____

Name: _____

Designation: _____



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Signature: _____

Name: _____

Designation: _____



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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 Procurement of Co-Hosting Services.

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
ATR	Acceptance Test Report
BIDDER	Single point appointed by OICL for procurement of Hosting Services, based on the bill of materials shared by OICL.
CVC	Central Vigilance Commission
DC	Data Centre which is located at Bengaluru
DRS/DRC/DR	Disaster Recovery Site which is located in Vashi, Navi Mumbai
HO	Head Office
INR	Indian Rupees
IP	Internet Protocol
IT	Information Technology
LAN	Local Area Network
MPLS	Multi-Protocol Label Switching
MS	Microsoft
PO	Purchase Order
OICL	Oriental Insurance Company Limited
OS	Operating System
RFP	Request for Proposal
RPO	Recovery Point Objective
RTO	Recovery Time Objective
SOW	Scope of Work
SP	Service Provider
T&C	Terms & Conditions
TCO	Total Cost of Ownership
TO	Technical Offer
ToR	Terms of Reference



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 & Secondary Data Centre (SDC/DR) at Vashi (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. 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, OICL has various centralized applications like web portal, email, Desktop Management Suite, Video Conferencing, HRMS etc. hosted at its Data Centre's at Vashi and Bengaluru. These Data Centre's 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 service providers for procurement of Co-hosting services for OICL's Data Centre and Disaster Recovery Sites.

1.3 Project Objective

Oriental Insurance Company Limited (hereinafter referred to as "OICL") intends to issue this bid document, hereinafter called RFP, to eligible Service Providers, hereinafter called as 'SPs' or 'SP', to participate in the competitive bidding for procurement of Co-hosting services for OICL's Data Centre and Disaster Recovery Sites.



OICL, for this purpose, invites proposal from Service Providers for primarily undertaking inter-alia the activities for OICL in respect of co-hosting services as stated in this RFP document and subsequent Addendums.

OICL currently has its DC in Bengaluru and DR in Navi Mumbai. OICL wants to procure co-hosting services to host its DC & DR IT infrastructure at two sites i.e. DC in Bengaluru and DR in Mumbai / Navi Mumbai. Minimum technical specifications are mentioned in Annexure-1.

The SP has to provide, manage and maintain all necessary infrastructure components & services that would be necessary as per the defined requirements of this RFP and subsequent addendums. The SP has to ensure that the desired objective of the hosting OICL's IT infrastructure is completely met. The SP must be the owner of the proposed Data Centre facility provided to OICL or in case of leased premises, an unexpired lease period must be for at least another 15 years for which the SP has to provide a copy of the lease agreement along with the technical submission.

1.4 Schedule of Events

Event	Target Date
Sale of RFP Document	15 th Apr 2015 to 18 th May 2015 between 11:00 AM and 04:00 PM
Last date to send in requests for clarifications	29 th Apr 2015; 5:00 PM
Pre-Bid meeting *	5 th May 2015, 3:00 PM
Last date for submission of bids	18 th May 2015 ,4:00 PM
Opening of pre-qualification bid	18 th May 2015, 4:15 PM
Declaration of Short-listing of bidders based on pre-qualification criteria	25 th May 2015
Opening of technical bid	26 th May 2015, 3:00 PM
Site Visits	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 to participate in pre-bid meeting.

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

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



1.5 Project Timelines

The Bidder is expected to adhere to these timelines stipulated below. Non-compliance to these timelines by the Bidder would lead to Liquidated Damages as stated in this RFP.

S.N.	Key Activities	Time Lines
1	Purchase Order to be shared by OICL	Week -0
2	Making the server area for DC & DR Site ready and available for setting up OICL's IT infrastructure in Server cage area (Site should be ready with server caging, electrical cabling, and other facilities like access control system, Communication links, seating space etc.)	Week -6
3	Site completely ready for inspection & Acceptance testing.	Week -8

Notes:

- 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.
- The Bidder is required to provide a detailed strategy to OICL; the activities mentioned above are indicative but the timelines for procurement and delivery should be maintained. Hence if the Bidder has a faster and more effective solution, the same may be discussed and agreed by OICL.

1.6 Availability of tender document

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

**The Oriental Insurance Company Limited
Information Technology Department,
A - 25/27, 'Oriental House', 2nd Floor,
Asaf Ali Road, New Delhi – 110 002**

- b) The RFP document will be available for sale at the above address between 11.00 Hours to 16.00 Hours on all working days from 15th April 2015 to 18th May 2015 on payment of non-refundable Tender Fee of Rs. 5000/- 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.



1.7 Eligibility Criteria

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

S.N.	Eligibility Criteria for the Bidder	Supporting Required
1	The bidder should have an annual turnover of at least Rs. Two Hundred crores for last Three financial years (i.e. 2011-12, 2012-13 and 2013-14)	Audited Financial statements for the financial years 2011-12, 2012-13 and 2013-14
2	The bidder should have a positive net worth in the last two financial years (i.e. 2012-13 and 2013-14)	Audited Financial statements for the financial years 2012-13 and 2013-14.
3	The bidder must have provided Tier III Data Centre co-hosting facility to at least Three Companies at any of their co-hosting sites in India. (Out of which One credential should be from a Banking, Financial Service or Insurance (BFSI) Company in India who have co-hosted their Data Centre or Near Site or Disaster recovery site)	Credential Letter from Companies hosting sites at the SP's co-hosting facility, clearly mentioning that they have taken datacenter co-hosting facility from the Service provider.
4	The bidder should have ISO 27001 or 'BS 7799 – 3' certificate	Certification from Governing body.
5	The bidder should have a ready to move in Data Centre & DR space operational from atleast past one Year.	Undertaking on bidder's letterhead
6	The bidder must be the owner of the proposed Data Centre or in case of leased premises, an unexpired lease period must be for 15 years from the RFP Response due date.	Undertaking as provided in Annexure 2 to the effect that the premises are owned / leased by the service provider with other details. Registered Lease agreement and registered sale agreement copies whichever applicable as supporting documents.
7	The bidder should not have been blacklisted by the any Government or PSU enterprise	Undertaking on bidder's letterhead
8	The bidder should have minimum experience of providing hosting services for last 5 years	Undertaking on bidder's letterhead
9	The proposed Data Centre for OICL's DC & DR site should be at least Tier III.	Supporting document - publicly available information of the proposed Data Centre along with an undertaking on a SP's letterhead, clearly mentioning that the address of the proposed Data Centre & DR site and that it is complying with tier III requirements.



2. Detailed Scope of Work

The Service Provider is required to provide minimum Tier III Data Centre infrastructure to host the OICL's Data Centre (DC) Site at Bangalore and Disaster Recovery (DR) Site at Mumbai/ Navi Mumbai.

The Bidder shall provide a co-hosted environment with sufficient electrical connections, Air conditioning, backup power through UPS and Generator, network communication facilities, surveillance, access control system, fire suppression system, water leak detection, physical security and soft services, etc. The complete electrical and structured LAN cabling has to be performed by the Service Provider. Bidder shall also be responsible for extending all links from their communication room to the server cage area allocated to OICL.

OICL will at no point bear any additional cost for any Data Centre facility provided by bidder to co-host OICL's DC & DRC, that bidder may have to repair, upgrade, power, capacity enhancement etc. to support OICL's equipment's unless OICL requests for any additional space or power requirements or brings in additional major equipment's that would impact the infrastructure allocated to OICL by bidder for the period of the contract.

2.1 General

- 2.1.1 The proposed Data Centre for OICL's should be located at Bangalore & DR Site at Mumbai.
- 2.1.2 Both the proposed data centers should be Tier III compliant.
- 2.1.3 The proposed DC and DRC sites should comply with the technical requirements specified in Annexure 1-Minimum Technical Specifications of this RFP.
- 2.1.4 The power should be available from two different power sources. Two separate power paths from the UPS to be provided to the Server room area and the network communication area. The UPS should be configured in redundant mode.
- 2.1.5 Entry and exit at the DC & DRC premise (Building), Server room/ Hall area, server cage area, and network communication room should be restricted and monitored. Security for the building should be made available 24*7 at the entry / exit levels.
- 2.1.6 At the DC and DRC the doors for the server room, communications room, and other critical areas should be fire rated.
- 2.1.7 At the DC and DRC the entire facility should have power supply from the transformer as the primary source and automatic switchover to DG set as a secondary source.
- 2.1.8 The DC & DRC facility building should be designed and constructed for earthquake resistance and should be located away from hazardous chemical materials.
- 2.1.9 The Bidder is required to liaise with existing links provider to shift the links to new DC & DRC.
- 2.1.10 The proposed co-hosting area should have sufficient network points, electrical connections, air conditioning, backup power through Uninterrupted Power Supply (UPS) and Generator, telecom facilities, Surveillance, access control system, water leak detection, fire suppression system, physical security and soft services etc. as applicable for the DC and DRC and as required for the proposed equipment on 24 x 7 basis in order to maintain uptime of all such facilities.
- 2.1.11 The Bidder shall provide contacts and an escalation matrix to log the complaints / problems faced in the facility provided to the OICL.
- 2.1.12 Bidder shall provide all necessary help to the OICL appointed Vendors while moving the OICL equipment's into the site. For example- entry permission for vehicles carrying equipment's, parking of such vehicles to be closer to the lift till the time the equipment's are being offloaded, use of lift / service lift, assist in procedures documentation, providing trolley to



carry heavy equipment's to the allocated cage / room, etc. The OICL should not incur any extra cost for availing these said services.

- 2.1.13 Gate passes to enter data centre premises for OICL's representatives and other related personnel- free of any cost
- 2.1.14 OICL may in future require additional space at the Data Centre site. The Bidder agrees that in the event OICL wants additional space for expansion; the same will be provided to the OICL within the same DC site / floor or building at the current rates agreed. OICL cannot provide any time frame to inform Bidder for taking up additional space.

2.2 Server Room Area

- 2.2.1 The Server room proposed by the bidder to co-host OICL's DC & DRC IT infrastructure should be minimum Tier III compliant.
- 2.2.2 The bidder is required to propose 600sq.ft. raised space at DC & DRC. Furthermore, should there be a requirement of additional space in the future the bidder should be able to provide the same on the prorated per sq. ft. cost within the same facility throughout the period of the contract. Additional power will be provided at the quoted per unit rate.
- 2.2.3 The bidder shall provide a dedicated server cage area for the OICL in the server room/ Hall area. The cage area should secure the allocated space to the OICL.
- 2.2.4 The server cage entrance & exit should be accessible using the proximity card (access control system).
- 2.2.5 The entry to server room/ hall area should be accessible using biometric access.
- 2.2.6 The Server room/ Hall should have precision air conditioning with redundancy.
- 2.2.7 The bidder shall provide adequate power points in the Server cage area allocated to the OICL. As per existing deployment approximately 60 KVA (525600 Units) is the load for both DC & DR Set-up separately. SP has to ensure the same load at Day-1. Additional power, if required shall be made available by the SP. OICL will pay only for consumed power. The bidder shall quote for the same in the bill of material Appendix 1 – Bill of Material.
- 2.2.8 The OICL requires a power meter that can measure the actual power consumption by the OICL's equipment in the server caged area. This consumed power will be payable by the OICL at the unit rates provided in the commercials throughout the tenure of the contract.
- 2.2.9 The bidder shall provide 30 numbers of 32 amps industry standard sockets in the OICL's caged area. Bidder shall provide the costs for these sockets in the bill of material Appendix 1. If the OICL requires additional power sockets the same shall be provided by the bidder at the unit rates provided in their commercial and should be valid throughout the tenure of the contract. The quantities provided by the OICL are as per their best understanding at present and the same will be used for calculating the TCO. However OICL will pay for quantities deployed in actual.
- 2.2.10 Single phase and three phase power should be made available to support OICL's equipment in the caged area.
- 2.2.11 The information provided is an estimated requirement and the OICL reserves the right to change the quantities. These figures are provided for the computation of total cost of ownership. The exact requirements will be provided to the successful bidder and the unit rates provided for these requirements would be considered for those changed requirements. The bidder will be responsible for the extension of links from the bidder's tele-communication room to server cage area irrespective of whether the communication links are taken from the bidder. The bidder shall extend such links from their network communication room to the server cage area provided to the OICL to host their DC and DRC infrastructure. Such cost should be included in the one-time charges table in the commercial sheet.



2.3 Communication Area

- 2.3.1 The bidder should provide the space and power for MUX and/or Network Equipment at communication area / meet me room (MMR) to extend bandwidth connectivity to OICL.
- 2.3.2 Upto 50 Pairs of Fiber/Copper connectivity to be provided from communication area / MMR to OICL cage area as and when required for the duration of contract.
- 2.3.3 The bidder should allow the termination of the any network links provided by the OICL appointed link (telecom) service providers. The bidder shall also allow laying of cables and associated works in their premises.
- 2.3.4 The link extension from the DC & DRC's communication room till the server cage area will be done by the bidder.

2.4 BMS (Building Management Systems)

- 2.4.1 The bidder shall provide Access cards, Gate passes to the OICL's personnel / OICL appointed Vendor(s), System Integrator(s) as and when they would visit the site. Bidder should agree that such access can be provided 24 X 7 and will not have any time restriction
- 2.4.2 The bidder shall regularly monitor the access to OICL's Server room / cage by means of access control systems, physical security, Biometric access and CCTV and should always make sure that they are functional 24X7 days.
- 2.4.3 If required by the OICL, the bidder should be able to provide details of people accessing OICL's server room / cage by sharing the entries made in the security register, reports from access control system, CCTV video clips. etc.
- 2.4.4 The bidder shall make sure that the required power, air conditioning, security system and other facilities provided to the OICL is always available (24X7 days).
- 2.4.5 The bidder shall provide fire detection & suppression system for the server room caged area. Fire detection and suppression can be common however the areas allocated to the OICL should be well within the coverage of fire detection and suppression.
- 2.4.6 The building & server room area should be provided with water leak detection systems and a fire alarm system. The facility areas proposed for the OICL should be well within the coverage of water leak detection system.
- 2.4.7 There should be CCTV monitoring for surveillance of building entrance, exits and other critical areas where OICL's components are placed. Activities to be recorded and the archival should be kept & provided as and when required by OICL.
- 2.4.8 Should have an electronic rodent control system with operating ability on varied frequency range. The facility areas – server room area / server caged area, communication room should be well within the coverage of the rodent repellent.
- 2.4.9 All the Building Management system (BMS) activities should be controlled centrally in a room specifically to be used for BMS activities. The bidder should manage the BMS activities on a 24*7 basis or as the OICL decides.

2.5 Seating Space

- 2.5.1 The service provider shall provide the seating space for 8 Seats at DC and 7 Seats at DR required for monitoring and managing the Infrastructure in the same premise as that of the proposed caged area. OICL will pay for the seats in actual.



The Oriental Insurance Company Limited

- 2.5.2 SP shall factor for approximate 30 sq ft work area per seat. In addition SP shall provide adequate space for the movement within the enclosed seating area.
- 2.5.3 The UPS / generator backup power facility needs to be available to the proposed seating area. SP shall provide UPS backed up 3 power points per seat.
- 2.5.4 The seating area should be provided with comfort air conditioning
- 2.5.5 The seating area furniture should be modular furniture with drawers/pedestal, keyboard tray, for each table. Lockers that can accommodate 3 box files and some stationary, the one that comes with the work table. This will be for every seat.
- 2.5.6 The seating area should include the desk, chair, one cabinet per seat, power connections and network connections (two per seat)
- 2.5.7 SP shall provide the proposed seating area layout clearly indicating the total space being factored for the dedicated seating area in their technical bid submission.
- 2.5.8 SP should provide a storage cabinet of approximate 6 ft. x 3 ft. with multiple shelves to keep documents.



3. Terms & Conditions

3.1 Definitions

OICL/ PURCHASER:

Shall mean The Oriental Insurance Company Limited

3.2 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.

- 3.2.1 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.
- 3.2.2 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.
- 3.2.3 OICL reserves the right to extend the dates for submission of responses to this document.
- 3.2.4 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 17:00 hours on 29th Apr 2015. Responses to inquiries and any other corrections and amendments will be distributed to the Bidder by fax 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

- 3.2.5 **Preliminary Scrutiny** – OICL will scrutinize the offer to determine whether it is complete, whether any errors have been made in the offer, whether required technical



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

- 3.2.6 **Clarification of Offer** – To assist in the scrutiny, evaluation and comparison of offer, OICL may, at its discretion, ask the Bidder for clarification of their offer. OICL has the right to disqualify the Bidder whose clarification is found not suitable to the proposed project.
- 3.2.7 OICL reserves the right to make any changes in the terms and conditions of purchase. OICL will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations.
- 3.2.8 **Erasures or Alterations** – The offer containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable. OICL may treat the offers not adhering to these guidelines as unacceptable.
- 3.2.9 **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 services / equipment should be passed on to OICL within the contract period.

3.3 Sub-Contracts

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

3.4 Acceptance of the site

OICL will carry out the inspection of the DC & DR prior to accepting the site/s. The SP shall assist OICL in the inspection of various facilities provided to OICL. e.g. inspection of the cage area, seating space, cooling effect, power equipment, BMS equipment/tools etc.



3.5 Conditional Bids

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

3.6 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 "RFP for Procurement of Hosting Service - Eligibility Bid/ Technical Bid / Commercial Bid Tender No. OICL/HO/ITD/HOSTING/2015/01 dated 15th Apr 2015". Envelopes should indicate on the cover the name and address of the Bidder. A bidder shall submit only one proposal.

3.7 Performance Security

Within 15 days after the receipt of Notification of Award from OICL, the bidder shall furnish performance security to OICL as per Appendix - 6, which shall be equal to 10 percent of the value of the contract. The performance guarantee would be for the entire period of the Contract. Performance Security shall be 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).

3.8 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 29th April 2015. 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 05th May 2015.

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.

3.9 Payment Schedule

The SP must accept the payment terms proposed by OICL. The financial bid submitted by the SP 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 SP, in case of delays or defaults on the part of the SP. Such withholding of payment shall not amount to a default on the part of OICL.

- 4.2.1. Payment for Co-hosting of the DC & DR-** Payment for Co-hosting of the DC & DR will be divided into 4 equal installments for the year and paid quarterly in arrears post the successful commissioning of the co-hosting site and acceptance of all the relevant requirements under this tender.



- 4.2.2. Payment for One Time Charges-** Cost of the One Time charges would be payable on successful commissioning and completion of the acceptance test exercise for all the activities/services deemed to be one time installations in this RFP document.

Note: The Installation cum Acceptance Test & Check certificates jointly signed by SP's representative and OICL's official or any consultant / auditor appointed by OICL should be received at IT Department, Delhi along with invoice etc. for scrutiny before taking up the request for consideration of payment.

3.10 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).

3.11 Currency of Payments

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

3.12 Delay in Bidder's Performance

Making the server area for DC & DR Site ready and available for setting up OICL's IT infrastructure in Server cage area 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.

3.13 Tools and Equipment

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



3.14 Repeat Order

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

3.15 Other RFP Requirements

3.15.1 **Technical Inspection and Performance Evaluation** - OICL may choose to carry out a technical inspection/audit and performance of the site.

3.15.2 The Bidder would permit OICL or any person / persons appointed by OICL to observe the technical and performance evaluation / benchmarks carried out by the Bidder. Any expenses (performing the benchmark, travel, stay, etc.) incurred for the same would be borne by the Bidder and under no circumstances the same would be reimbursed to the Bidder by OICL.

3.15.3 The Bidder's representative and local office at New Delhi will be the contact point for OICL.



4. Terms of Reference ('ToR')

4.1 Contract Commitment

OICL intends that the contract, which is contemplated herein with the SP, shall be for a period of Ten years. OICL at its sole discretion may enter into the 10 year contract for DC & DR co-hosting. The contract period will start from the date of acceptance of the site.

4.2 Completeness of the Project

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

4.3 Compliance

Compliance with all applicable laws: The SP 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 SP 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 SP.

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

4.4 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.



4.5 Cancellation of the contract & compensation

OICL reserves its right to cancel the order in the event of one or more of the following situations that are not occasioned due to reasons solely and directly attributable to OICL alone:

- a) Delay in site readiness and handing over the site to OICL.
- b) Serious discrepancy in the quality of service / facility / security.
- c) The selected bidder commits a breach of any of the terms and conditions of the bid.
- d) The selected bidder goes in to liquidation voluntarily or otherwise.
- e) The progress made by the selected bidder is found to be unsatisfactory
- f) If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.

4.6 Indemnity

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

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

- a) Non-compliance of the SP with Laws / Governmental Requirements
- b) IP infringement
- c) Negligence and misconduct of the SP, its employees, and agents
- d) Breach of any terms of tender document or Representation made by the service provider.
- e) Act or omission in performance of service.
- f) Loss of data due to facility provided by SP.



Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by OICL arising out of claims made by its customers and/or regulatory authorities.

The SP 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, provided that the claims against customers, users and service providers of OICL would be considered as a “direct” claim.

4.7 Inspection of records

All records captured – video, security register, access control of OICL’s, hardware movement, helpdesk tickets, escalations etc. for the allocated server room, seating space and any other area provided to OICL 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 SP, 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 SP 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 Penalties on Non Compliance of SLA

OICL expects the SP to provide uninterrupted facility to OICLs DC & DR site IT equipment as per the requirements of this tender and Tier III Industry standards. Inability of the SP to either ensure readiness of the site as per specifications within defined timelines or to meet the service levels as specified in Annexure 6 shall be treated as breach of contract and would invoke the penalty clause.



In case of non-readiness of the site (as per specifications within the defined timelines, OICL shall levy a penalty @ 0.5% of the total contract value for each week of delay, subject to 5% of the total contract value being the overall cap for penalties. Thereafter the contract will be cancelled. The total contract value in this context will include all the charges as defined and calculated in Appendix 1 – Bill of material details.

The proposed rate of penalty with respect to non-adherence to service levels is mentioned in Service level – Annexure 6. Overall cap for penalties will be 5% of the contract value. Thereafter, the contract may be cancelled based on the discretion of OICL. OICL also has the right to invoke the performance guarantee. Penalties on delay will be applicable when the delay is not attributable to OICL.

Notwithstanding anything contained above, no such penalty will be chargeable on the SP for the inability occasioned, if such inability is due to reasons entirely attributable to OICL.

Delivery of the Goods and performance of the Services shall be made by the SP in accordance with the time schedule specified by OICL.

If at any time during performance of the Contract, the SP should encounter conditions impeding timely delivery of the Goods and performance of the Services, the SP shall promptly notify OICL in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the SP's notice, OICL shall evaluate the situation and may at its discretion extend the SP's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

Any delay by the SP in the performance of its delivery obligations shall render the SP liable to the imposition of liquidated damages unless an extension of time is agreed upon without the application of liquidated damages

4.11 Liquidated Damages

If the bidder fails to deliver the services within the specified time lines as per Section 1.5, OICL shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% of the contract price for every week (seven days) or part thereof of delay, up to maximum deduction of 10% of the contract price. Once the maximum is reached, OICL may consider termination of the contract.

4.12 Confidentiality

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

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

Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, memoranda or other documents, or materials relating to the licensed OS, the program documentation, the source codes, the object codes and all enhancements and updates, services, systems processes, ideas, concepts, formulas, methods, know how, trade secrets, designs, research, inventions , techniques, processes, algorithms, schematics,



testing procedures, software design and architecture, computer code, internal documentation, design and function specifications, product requirements, problem reports, analysis and performance information, business affairs, projects, technology, finances (including revenue projections, cost summaries, pricing formula), clientele, markets, marketing and sales programs, client and customer data, appraisal mechanisms, planning processes etc. or any existing or future plans, forecasts or strategies in respect thereof.

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

Nothing contained in this clause shall limit Bidder from providing similar services to any third parties or reusing the skills, know-how and experience gained by the employees in providing the services contemplated under this clause, provided further that the Bidder shall at no point use the OICL’s confidential information or Intellectual property.

- 4.12.1. The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party.
- 4.12.2. Disclose, transmit, reproduce or make available any such Confidential Information and materials to any person, firm, Company or any other entity other than its directors, partners, advisers, agents or employees, sub-contractors and contractors who need to know the same for the purposes of maintaining and supporting the hardware provided as a part of Project. The Receiving Party shall be responsible for ensuring that the usage and confidentiality by its directors, partners, advisers, agents or employees, sub-contractors and contractors is in accordance with the terms and conditions and requirements of this tender; or
- 4.12.3. Unless otherwise agreed herein, use any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.
- 4.12.4. In maintaining confidentiality hereunder the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:
 - i. Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure;
 - ii. Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;
 - iii. Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, sub-contractors and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub-contractors and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document; and



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- iv. Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof.

4.12.5. The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party:

- i. Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control;
- ii. To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party;
- iii. So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control; and
- iv. To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.

4.12.6. The restrictions in the preceding clause shall not apply to:

- i. Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure (other than as a result of disclosure by the Disclosing Party contrary to the terms of this document); or any information which is independently developed by the Receiving Party or acquired from a third party to the extent it is acquired with the valid right to disclose the same.
- ii. Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.
- iii. The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this document.
- iv. The confidentiality obligations shall survive the expiry or termination of the agreement between the Bidder and OICL.



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

Bidder shall not be liable for disclosure or use of any materials or information provided by OICL or developed by Bidder which 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 injunctive relief.

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

Nothing herein shall be construed as granting to either party any right or license under any copyrights, inventions, or patents now or hereafter owned or controlled by the other party. The requirements of use and confidentiality set forth herein shall survive the expiration, termination or cancellation of this tender. Confidential Information disclosed under this contract shall be subject to confidentiality obligations for a period of two years following the initial date of disclosure. Nothing contained in this contract shall limit the bidder from providing similar services to any third parties or reusing the skills, know-how, and experience gained by the employees in providing the services contemplated under this contract.

4.13 Force Majeure

- 4.13.1 The SP shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- 4.13.2 For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the SP and not involving the SP's fault or negligence and not foreseeable. Such events may include, Acts of God or of public enemy, acts of Government of India in their sovereign capacity and acts of war.
- 4.13.3 If a Force Majeure situation arises, the SP shall promptly notify OICL in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by OICL in writing, the SP shall continue to perform SP's obligations under the Contract as far as



is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

4.14 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.

4.15 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.

4.16 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 SP 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.



4.17 Rights of Visit

OICL reserves the right to visit any of the SP's premises without prior notice to ensure that OICL's equipment hosted at the site are not misused.

4.18 Termination for Default

OICL may, without prejudice to any other remedy for breach of contract, by 90 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.

4.19 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:

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

4.20 Termination for Convenience

Either party may, by 90 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.

4.21 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.



4.22 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.

4.23 Technological Advancements

The SP agrees to incorporate all changes relating to the facilities being offered, announced by them from time to time keeping in view the advancement in technology, shortcomings of the facilities and services made available to OICL and any changes required for improving the overall efficiency of the hosting facilities and services.

4.24 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.

4.25 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).

4.26 Prices

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

4.27 Deduction

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

4.28 Taxes and Duties

The bidder shall be entirely responsible for all taxes, duties, license fees, and demurrage charges etc., incurred until delivery of the contracted goods & services to OICL. However, Octroi / local levies (if any), in respect of transaction between OICL and bidder, will be reimbursed by OICL, on submission of proof of actual transaction.

4.29 No Claim Certificate

The bidder shall not be entitled to make any claim whatsoever against OICL under or by virtue of or arising out of this contract, nor shall OICL entertain or consider any such claim, if made by the bidder



after he shall have signed a “No Claim” certificate in favour of OICL in such forms as shall be required by OICL after all payments due to the Supplier are made in full.

4.30 Limitation of Liability

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

OICL shall inform the Bidder all breaches and claims of indemnification and shall grant the Bidder sole authority to defend, manage, negotiate or settle such claims; and make available all reasonable assistance in defending the claims (at the expense of the Bidder). The written demand by OICL as to the loss / damages mentioned above shall be final, conclusive and binding on the Bidder and Bidder shall be liable to pay on demand the actual amount of such loss / damages caused to OICL. In respect of demands levied by OICL on the Bidder towards breaches, claims, etc., OICL shall provide the Bidder with details of such demand levied by OICL. For the purposes of this Clause, the indemnity may be restricted to the areas mentioned, i.e., “claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Bidder to its employees, its agents, contractors and sub-contractors.” However, there are other indemnities such as indemnity for IPR violation, confidentiality breach, etc., that the Bidder is expected to provide as per the RFP. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by OICL arising out of claims made by its customers and/or regulatory authorities.

4.31 Rights reserved by OICL

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



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.

- 5.1.1. Eligibility Bid with EMD
- 5.1.2. Technical Bid
- 5.1.3. 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/HOSTING/2015/01 dated 15th Apr 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/HOSTING/2015/01 dated 15th Apr 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/HOSTING/2015/01 dated 15th Apr 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/HOSTING/2015/01 dated 15th Apr 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/HOSTING/2015/01 dated 15th Apr 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/HOSTING/2015/01 dated 15th Apr 2015

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.

5.2 Bid Security

EMD of ₹ 40, 00, 000/- (Rupees Forty Lakhs Only) in the form of Bank Guarantee favoring 'The Oriental Insurance Company Ltd' valid for six months should be submitted as per format given in Appendix 5 - Proforma for Bid Security.

- a) 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.
- b) 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) as per format given in Appendix 6 – Proforma for Performance Security.
- c) For the bidders who do not qualify in this tender, BG will be returned after the selection of successful Bidder.
- d) EMD submitted by bidder may be forfeited if:
 - i. Bidder backs out of bidding process after submitting the bids;
 - ii. Bidder backs out after qualifying;
 - iii. Bidder does not accept the Purchase Order / Sign the Contract within the time prescribed by OICL after qualifying.



6. Bid Documents

6.1 Eligibility Bid Documents

Eligibility document should contain following

1. Application Form for Eligibility Bid as per Annexure-9
2. Declaration letter that the company is operating for last five financial years in India.
3. Copy of balance sheets of previous financial year.
4. Certificate of Registration / Certificate of Incorporation, Sales Tax / Service Tax / VAT registration certificate.
5. The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder
6. EMD of ₹ 40, 00, 000/- (Rupees Forty Lakhs Only) in the form of BG favoring 'The Oriental Insurance Company Limited' as per Appendix-5
7. Similar projects Undertaken in the previous five financial years
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 commercial 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.

6.2 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. The Executive Summary should initially provide an overview of Bidder's organization and position with regards to co-hosting 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 letter giving reference of this tender and consent for acceptance of all the Terms and Conditions of this tender as per format given in Appendix 2
 3. Detailed Technical write up covering the detailed scope of work.
 4. Detailed Work Plan (Project Plan) and Delivery Schedule plan for all the equipment as mentioned in Section 2 "Detailed Scope of Work" and Section 1.5 "Project Timelines" of this document. A PERT chart providing the delivery plan and scheduled date of commencement of delivery and completion of the delivery should also be provided.
 5. Minimum Technical Specifications as per Annexure-1
 6. 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 Material in the RFP.
 7. Conformity letter as per Annexure 4
 8. Queries in the format as given in Appendix 3
 9. References to the previously executed projects as required in Annexure-5.
 10. Appendix 7 – Statement of Deviation from Tender Terms and Conditions, if any from the bidder.
 11. Any other information in general

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.

6.3 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 Material. 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.



7. Evaluation Process

The competitive bids shall be submitted in three stages:

- ▶ Stage 1 – Eligibility Criteria
- ▶ Stage 2 – Technical Bid
- ▶ Stage 3 – Commercial Bid

7.1 Eligibility Criteria Evaluation

Eligibility criteria for the service providers to qualify this stage are clearly mentioned in Annexure 4 – Eligibility Criteria compliance. Service providers who meet all these criteria would qualify for the second stage of evaluation. The service provider would also need to provide supporting documents for eligibility proof. All the credentials of the service provider 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.

7.2 Technical Bid Evaluation

The technical evaluation will be done on a maximum score of 500 marks.

The technical evaluation would broadly involve the following major areas:

- a) Compliance to Minimum Technical Specifications as in Annexure 1.
- b) SP's detailed work plan, proposed solution, facilities, compliance to timelines
- c) Short listed SPs presentation and demonstration of the solution proposed.
- d) Site visit Scoring: SP to make provision for OICL & Consultants site visits to the sites chosen by OICL. Depending on the type of DC & DR Co-hosting solution and the SP's role in the implementation at such location the scoring will be done.
- e) Implementation Methodology described by the SP in Technical Bid

The break-up of the scoring is mentioned in the SP scoring chart - Annexure 5.

7.3 Commercial Bid Evaluation

The commercial bids for the technically qualified bidders will be opened and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at OICL'S discretion. The total cost of ownership for the purpose of evaluation shall be calculated over the contract period of 10 years.

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



8. Disclaimer

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



9. Annexure

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9.1 Annexure 1 : Minimum Technical Specifications

S. N.	Required Minimum Specifications	Compliance (Yes/No)	Remarks (If Any)
General			
1	Bidder should have facility to host OICL's DC Site at Bengaluru & DR Site at Mumbai/Vashi.		
2	The proposed DC co-hosting infrastructure should be of Tier-III standards		
3	The floor level of data centre should be at least 6 ft. above the ground level		
4	A separate cage dedicated for OICL within the server room/hall area		
5	The data centre should have a load bearing capacity of minimum 750Kg/Sq m.		
6	Freight Lift- The data centre should have a high capacity freight lift for ease of movement of servers and high density H/W devices		
7	The design for cooling infrastructure at the data centre should be in line with standard guidelines to support high density cooling needs		
8	Air Quality in data centre site should be of severity level G1 (mild) as per ISA-71.04		
9	The bidder shall have one of the following certificates: a. NFPA 70 & 75 b. IS 1893:1984 Seismic Compliance c. TIA 942 compliance d. ISO 20001 or ISO 9001		
10	The proposed DC area (viz. the server room, telecommunication room, staging room, IT equipment storage facility) should not have been flooded due to any reason in the past.		
Server Room Area			
11	Bidder to provide the following clear space area considered for OICL: DC: 600 Sq. Ft DR: 600 Sq. Ft Layout of proposed space to be provided		
12	The server room area should have a raised floor height of 2ft.		
13	The server hall height from raised floor to false ceiling should be at least 8ft.		
14	DC Power (UPS output/OICL power input)		
14.a	Uptime- target 100%		
14.b	committed 99.6%		
14.c	Frequency - 50 Hz +/- 1Hz		
15	Dust level less than 5 micron		
16	Access card entry for the caged area		
17	The temperature in the server room should be maintained at 22 +/- 2 degree C		
18	The humidity at the data centre should be maintained at 50% +/- 5% RH.		
19	The server hall should have advanced fire detection & suppression systems through systems like VESDA & FM 200/FE 227 respectively		
20	99.6 % uptime is required for the DC environmental infrastructure		



S. N.	Required Minimum Specifications	Compliance (Yes/No)	Remarks (If Any)
21	Audit reports of people accessing the server room should be available as and when required by OICL.		
22	The bidder shall provide the electrical cabling of the racks to be hosted in the proposed server room.		
23	A power meter that can measure the exact power consumption by the OICL's equipment shall be setup in the caged area.		
24	Power should be available from two different power sources (PDUs)		
25	Two separate power paths from the two separate UPS to be provided to the server/network communication room		
26	UPS should be configured in redundant mode		
27	Power sockets will be made available by Bidder		
28	The entire solution have power supply from the transformer as the primary source and automatic switch over to DG set as a secondary source		
29	Availability of single and three phase, 4 wire power system.		
30	The proposed server room caged area should be well covered in fire detection and suppression system		
Building Management System			
31	Entry and exit should be restricted and monitored and should also be in CCTV surveillance coverage		
32	Security for the building should be available 24*7 at the entry and exit levels		
33	Biometric access to the common entry to the server room/hall area should be available		
34	The building and server room area should be provided with water leak detection system and fire alarm system		
35	There should be CCTV monitoring for surveillance of the server hall area. The CCTV surveillance should cover OICL's server caged area and other critical areas where OICL's components are placed. Activities should be recorded and the archival should be kept by the bidder for contract period.		
36	Smoke detection and fire suppression for the building to be available		
37	All the building management system (BMS) activities are to be controlled centrally in a room specifically to be used for BMS activities. The vendor should manage the BMS activities on a 24*7 basis		
38	The doors for the server room, communication room, and other critical areas should be fire rated		
39	The server room/hall area should have precision air conditioning with redundancy		
40	Redundant CRAC units to facilitate high density cooling needs		
41	The data centre should have electronic rodent detect systems with operation ability on varied frequency range		
42	The bidder should share the video monitoring data in case required by OICL within a period of 3 days post official request raised by OICL at no additional cost		



S. N.	Required Minimum Specifications	Compliance (Yes/No)	Remarks (If Any)
43	Diesel tanks (for generators)-the Data Centre should have high density diesel tanks for ensuring 24hr power backup with contracts for fuel supply on demand		
Communication Area			
44	Telecom junction box, multiplexers of various service providers to be available in and around the building		
45	The co-hosting facility service provider should extend the link terminated by the link service provider on the junction box till the server room where the OICL's equipment will be located		
Seating Space			
46	Seating space for 8 seats at DC Site and 7 seats at DR site shall be provided by the bidder.		
47	The seating area provided to the OICL shall have the network connection facility available between the seating area and the OICL's caged area		
48	Adequate locker facility should be provided in the seating area. The seating area furniture should be modular furniture with Keyboard tray for each table		
49	The UPS / generator backup power facility should be provided to the proposed seating area. SP shall provide UPS backed up 3 power points per seat.		
50	The seating area should be provided with Water and a vending machine with minimum amenities such as tea coffee at no additional cost		
51	Bidder should provide a storage cabinet of approximate 6 ft. x 3 ft. with multiple shelves to keep documents.		



9.2 Annexure 2 : Undertaking Letter

Undertaking from Service provider on ownership of proposed premise or unexpired lease period on proposed site (on Service provider's letter head)

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

Subject: Undertaking of ownership of site / premises proposed for DC & DR Site for OICL (in case of owned site) OR

Undertaking of unexpired lease period on the proposed DC & DR Site period for OICL (in case of leased premises)

Dear Sir,

In case of owned sites

We hereby undertake that the following site address proposed by us, is owned premise and is registered in the name of M/S (Service provider name) vide sale agreement # (XX) dated XX XX XXXX:

DC/DR site address:

Sale agreement reference #

Sale agreement dated:



In case of leased site

We hereby undertake that the following site address proposed to OICL as DC and/or DR Site, is a leased premise vide lease agreement dated XX XX XXXX, between M/S (Service provider name) and (Name of the Lessor). The details of the lease period for the premises are as mentioned below:

Address of the Site proposed to OICL

Lease agreement dated:

Validity of the lease period:

Name of the lessor:

Unexpired lease period on RFP Response due date:

Please note that the sale agreement / lease agreement copies (whichever applicable) are enclosed herewith as supporting documents.

Kindly refer to us in case of any clarifications.

Warm Regards,

Authorised person's Name

Signature

Designation

Address

Email and phone #



9.3 Annexure 3 : Conformity Letter

Proforma of letter to be given by all the vendors participating in the DC & DR Site Co-Hosting Project on their official letter-head.

Date:

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

Sir,

Reference: Tender No. OICL/HO/ITD/HOSTING/2015/01 dated 15th Apr 2015

Further to our proposal dated XXXXXXX, in response to the tender Document (hereinafter referred to as "TENDER DOCUMENT") issued by "Oriental Insurance Company Limited" ("OICL") we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the TENDER DOCUMENT and the related addendums and other documents including the changes made to the original tender documents issued by OICL. OICL is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and OICL's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Authorized Signatory

Designation

Vendor's corporate name



9.4 Annexure 4 : Eligibility Criteria Checklist

S.N.	Eligibility Criteria for the Bidder	Complied (Yes/No)	Supporting Required
1	The bidder should have an annual turnover of at least Rs. Two Hundred crores for last Three financial years (i.e. 2011-12, 2012-13 and 2013-14)		Audited financial statements for the financial years 2011-12, 2012-13 and 2013-14
2	The bidder should have a positive net worth in the last two financial years (i.e. 2012-13 and 2013-14)		Audited financial statements for the financial years 2012-13 and 2013-14.
3	The bidder must have provided Tier III Data Centre co-hosting facility to at least Three Companies at any of their co-hosting sites in India. (Out of which One credential should be from a Banking, Financial Service or Insurance (BFSI) Company in India who have co-hosted their Data Centre or Near Site or Disaster recovery site)		Credential Letter from Companies hosting sites at the SP's co-hosting facility, clearly mentioning that they have taken datacenter co-hosting facility from the Service provider.
4	The bidder should have ISO 27001 or 'BS 7799 – 3' certificate		Certification from Governing body.
5	The bidder should have a ready to move in Data Centre & DR space operational from atleast past 1 Year.		Undertaking on bidder's letterhead
6	The bidder must be the owner of the proposed Data Centre provided to OICL or in case of leased premises, an unexpired lease period must be for 15 years from the RFP Response due date.		Undertaking as provided in Annexure 2 to the effect that the premises are owned / leased by the service provider with other details. Registered Lease agreement and registered sale agreement copies whichever applicable as supporting documents.
7	The bidder should not have been blacklisted by the any Government or PSU enterprise		Undertaking on bidder's letterhead
8	The bidder should have minimum experience of providing hosting services for last 5 years		Undertaking on bidder's letterhead
9	The proposed Data Centre for OICL's DC & DR site should be at least Tier III.		Supporting document - publicly available information of the proposed Data Centre along with an undertaking on a SP's letterhead, clearly mentioning that the address of the proposed Data Centre & DR site and that it is complying with tier III requirements.



9.5 Annexure 5 : Technical Evaluation

Stage 1 - Eligibility Bid

Eligibility criteria for the service providers to qualify this stage are clearly mentioned in Section 1.7 of this document. Service providers who meet all these criteria would qualify for the second stage of evaluation. The service provider would also need to provide supporting documents for eligibility proof. All the credentials of the service provider necessarily need to be relevant to the Indian market.

Stage 2 - Technical Evaluation

Total Marks 500. Minimum Overall Qualifying marks to become eligible for qualifying for Commercial Evaluation are 70% i.e. 350 out of 500.

Category	Criteria	Max Marks
A.	Bidders Project Experience	100
B.	Compliance to Technical requirement as in Annexure 1	100
C.	SP's detailed work plan, proposed solution, facilities	100
D.	Site Visits	100
E.	Bidders Technical Presentation	100
	Total	500 Marks

- i. Compliance to Technical requirement as in Annexure 1 – Minimum Technical Specifications
- ii. SP's detailed work plan, proposed solution, facilities, compliance to timelines
- iii. SPs Presentation
- iv. Site visit Scoring: SP to make provision for OICL & Consultants site visits to the sites chosen by OICL. Depending on the type of DC & DR Co-hosting solution and the SP's role in the implementation at such location the scoring will be done.
- v. Project Timelines described by the SP in Technical Bid

Furthermore, a summary of the list of requirements for the technical bid have been mentioned in "Technical Bid Documents". The Bidder needs to achieve a minimum cut – off score of 70 percent to become eligible for opening the Commercial Bid. Only technically successful bidders will be short-listed for opening of commercial bid.

A. Bidders Project Experience

S.N.	Parameters	Marks Allocation	Max Marks	Support Documentary Proof
1	The Service Provider must have provided atleast 300 Sq. ft. Area Space in Tier III Data Centre co-hosting facility of their co-hosting sites in India.	>= 3 Similar Projects : 60 2 Similar Projects : 40 1 Similar Project : 20	60	1. Copy of original PO / Contract highlighting the following details: a) Date of PO / Contract b) Name of Parties c) Scope of Work 2. Successful completion certificate/ Satisfactory Progress of project from client.
2	The Service Provider must have provided Tier III Data Centre co-hosting facility of their co-hosting sites in India for last 3 years to BFSI Customers.	>=2 Projects: 40 1 Project :20	40	1. Copy of original PO / Contract highlighting the following details: a) Date of PO / Contract b) Name of Parties c) Scope of Work 2. Successful completion certificate/ Satisfactory Progress of project from client.
			100 Marks	

B. Compliance to Technical requirement as in Annexure 1

Compliance to Minimum Technical Specifications mentioned in Annexure-1 will be scored out a total of **100 marks**.



C. Response to RFP & Design, Implementation & Project Management

S.N.	Response to RFP & Design, Implementation & Project Management	Marks
1	Understanding OICL's scope of work and requirements	20
2	Details of Proposed Facility	30
3	Change Management Methodology Proposed	20
4	Project Plan & Implementation methodology	30
	Total	100 Marks

D. Site Visit:

- Bidder has to provide at least TWO references of their Hosting Sites in India where they have provided hosting facility to Government/Public Sector / Insurance Company or Scheduled Commercial Bank or PSU Bank.
- Service Provider to make provision of the OICL & Consultants site visits to the sites chosen by the OICL. Depending on the type of DC & DR Co-hosting solution and the SP's role in the implementation at such location the scoring will be done.

S.N.	Parameters	Basis of Marks Allocation	Maximum Marks
1	Access Control and Physical Security	a. Staffed operations control center b. Walk-around to monitor the facility on a regular basis c. Present of Cameras at the entrance, exits & at equipment room d. Should be secured with card access	20



S.N.	Parameters	Basis of Marks Allocation	Maximum Marks
		<ul style="list-style-type: none">e. Data Centre should only be accessible through the main door of the equipment roomf. All doors should contain secure locks within the Data Centre building	
2	Fire Protection and Prevention	<ul style="list-style-type: none">a. All procedures should be documented and well planned in case of an emergency) -b. There should be at least one emergency exitc. Smoke and heat detection systemsd. Alarm and signaling systemse. Emergency Power Off (EPO)f. Fire extinguishers	20
3	Facility Provided	<ul style="list-style-type: none">a. Age of facilityb. Cabling should be organized in a neat and tidy methodc. Expansion facility in case a need arises for expansiond. Adequate lighting should be suppliede. Adequate Seating Spacef. Cleanliness	20
4	Cooling	<ul style="list-style-type: none">a. Cooling redundancyb. As a general rule of thumb Temperature should be 18 to 22 degree Celsiusc. Perforated tilesd. Humidity	20
5	Standby Power	<ul style="list-style-type: none">a. Batteries should be used as a UPS & should be replaced every 1-2 yearsb. Generators in case of an outage for at least 2-3 hoursc. UPS should be physically secured. Enough fuel to power generators and extra fuel on site	20
	Total		100 Marks



E. Bidder's Technical Presentation:

The bidders, who have qualified stage 1, will be required to provide a technical presentation to OICL.

The Bidders will be required to make presentations highlighting the various aspects of the proposed solutions. This process will also enable OICL to clarify issues that may be identified from the Bidders' responses to the RFP. The Evaluation Committee decided by OICL will be scoring the presentation made by the Bidders based on a structured questionnaire broadly across the following indicative sections. The Bidder technical presentation will be scored out a total of 100 marks.

S.N.	Evaluation of the Bidder Presentation	Marks
1	Project Execution Methodology and Risk Mitigation Plan	30
2	Details of Proposed Facility	40
3	Project Plan & Adherence to Timelines	30
	Total	100

Stage 3 – Commercial Bid Evaluation

The commercial bids for the technically qualified Bidders will be opened and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at OICL'S discretion. The total cost of ownership for the purpose of evaluation shall be calculated over the contract period of 10 years.

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.

9.6 Annexure 6 : Service Level Agreement

Detailed Service Levels and Definitions:

This Section describes the service levels that have been established for the Services offered by the SP to OICL. The SP shall monitor and maintain the stated service levels to provide quality customer service to OICL.

System availability is defined as:

$$\frac{\{\text{Scheduled operation time} - \text{DC \& DR IT infrastructure downtime}\}}{\text{Scheduled operation time}} * 100\%$$

Where:

1. "Data Centre / DC" means the facility proposed by the Service provider to co-host OICL's equipment required to form OICL's DC & DR Site.
2. "Scheduled operation time" means the scheduled operating hours of the System for the month. All planned downtime on the system would be deducted from the total operation time for the month to give the scheduled operation time.
3. "IT infrastructure downtime" subject to the SLA, means accumulated time during which the DC IT infrastructure is totally inoperable due to in-scope system or infrastructure failure, and measured from the time OICL and/or its customers log a call with the SP help desk of the failure or the failure is known to the SP from the availability measurement tools to the time when the System is returned to proper operation.
4. Here, the business hours are defined as 6 AM to 11 PM on any calendar day the OICL's office is operational. The SP however recognizes the fact that the OICL may require to access the facility beyond the business hours.
5. Critical and Key infrastructure of Data Centre will be supported on 24x7 basis.
6. Outage shall commence when each or either fails.
7. If any one or more of the components defined in "Critical" at the Data Centre Facility are down resulting in non-availability of Insurance solution deployed, then the services listed in the availability measurements table shall be considered for calculating the downtime.
8. Typical Resolution time will be applicable only if any equipment or Infrastructure is down.

Level	Type of Infrastructure	Function / Technology	Typical Resolution Time
I. Critical	Links/ Bandwidth	<ol style="list-style-type: none"> a. Link between Communication room and caged area. b. Links between Caged area and seating area. 	<ul style="list-style-type: none"> • During business hours - Within 10 minutes • Non - business hours - Within 30 minutes or earlier
II. Critical	Environmental Infrastructure	<ol style="list-style-type: none"> a. UPS supply b. Precision Air conditioning c. Power d. Temperature e. Humidity f. Dust Level 	<ul style="list-style-type: none"> • During business hours - Within 10 minutes • Non - business hours - Within 30 minutes or earlier



Service Levels:

Service Levels will include Availability measurements & Performance measurements.

Availability Report will be provided on monthly basis and a review shall be conducted based on this report. A monthly report shall be provided to OICL by the SP at the end of every month containing the summary of all incidents reported and associated SP performance measurement for that period. All Availability Measurements will be on a monthly basis for the purpose of Service Level reporting.

I. Availability Measurements:

Level	Type of Infrastructure	Measurement ¹	Expected Service Level
Critical	a. Link between Communication room and caged area. b. Links between Caged & seating area.	Availability of links	99.99%
Critical	Environmental Infrastructure	Availability of Critical Environmental Infrastructure Elements.	99.98%

II. Performance Measurements:

Uptime report shall be provided by Service Provider on monthly basis or as required by OICL.

Type of Infrastructure	Measurement	Expected Service Level
Down time for servicing	Each planned down - time for servicing (up gradation, repairs, regular maintenance etc.) will not be more than 4 hours. This activity will not be carried out during business hours. However, such activities which require more than 4 hours or required to be carried out during business hours will be scheduled in consultation with OICL	99 %

Penalty Charges

Inability of the solution (entire Infrastructure provided by the SP for example AC, UPS, DG, Power, links etc.) to deliver the required functionality at performance levels expected at the specified volumes (including the expected increase in volumes) detailed under the above clauses would result in breach of contract and would invoke the penalty clause.

¹ All individual elements under respective level and type will be aggregated to arrive at the service level.



For Links

A >= 99.99%	No Penalty
A < 99.99%	% of monthly link charges proportionate to the % of deviation

For other infrastructure

A >= 99.98%	No Penalty
99% =< A < 99.98%	2 days equivalent of Charges for that year's total Site Co-hosting amount of the respective site wherein the default has occurred, on a prorate basis
98% =< A < 99%	5 days equivalent of Charges for that year's total Site Co-hosting amount of the respective site wherein the default has occurred, on a prorate basis
A < 98%	Penalty at the rate of 1% of annual rental charges of the respective site for every 0.1% lower than the stipulated uptime

(A=Availability)

Record and data for the Service Availability computations and determinations as available in 'Downtime/ Availability' report.

The penalty will be subject to an overall cap of 5% of the contract value and thereafter, the contract may be cancelled.

Total Data Centre co-hosting charges to co-host OICL's DC & DR site shall be as per the definition provided in Appendix 1 – Bill of Material details.

Availability Service Level Default

- Availability Service Level will be measured on a monthly basis.
- The SP's performance to Availability Service Levels will be assessed against Minimum Service Level requirements on a monthly basis for each criteria mentioned in the Availability measurement table
- An Availability Service Level Default will occur when the vendor fails to meet Minimum Service Levels, as measured on a monthly basis, for a particular Service Level.



Examples of Penalty Calculation:

Example 1:

If the Y2 DC Site Co-Hosting Charge is 1,20,000 and the SP achieves an Availability of 99.6% in the month of May (31 days) on Y2.

Penalty to be levied 2 days equivalent of Charges for that year's total DC Site Co-hosting amount, on a prorate basis

Per Day Charge	$1,20,000 / 365 = 328.76$
Penalty	$2 * 328.76 = 657.53$

Example 2:

96.2 % is the Availability achieved in a particular month and the yearly co-hosting charge is 1,40,000 INR

$98 \% - 96.2 \% = 1.80 \%$

$1.80 / 0.1 = 18 \text{ points penalty}$

$1\% \text{ annual charge} = 1,40,000$

$18 * 1400 = \text{INR } 25,200$

FAULT REPORTING, TROUBLE TICKETING AND CALL CLOSURE PROCEDURE

- 1) OICL personnel shall notify the Service Provider DC HELPDESK to report a Service Outage. The Service Provider DC HELPDESK shall have a Trouble Ticket opened for OICL and OICL shall quote the Trouble Ticket Number in all future communication.
- 2) Upon opening of a Trouble Ticket, Service Provider shall investigate the reported Service Outage and shall promptly rectify the same.
- 3) In case the Call is related to any equipment or performance, or any repair, which would cause a Service Outage, appropriate notice shall be sent to OICL, before taking the equipment in maintenance.
- 4) Any call, which is not resolved within 10 minutes of reporting, must be informed to OICL.
- 5) Service Provider shall attempt to resolve all Trouble tickets in accordance to the Resolution matrix mentioned above. The resolution could be repair / replacement or providing a work around which does not hamper the normal productivity of OICL.
 - a. Upon such rectification, Service Provider shall communicate the same to OICL and close the Trouble Ticket. Service Provider shall ensure that call closure is done after OICL's acknowledgement.
 - b. The service window for all the calls shall be 24x7.



9.7 Annexure 7 : Authorization Letter to Attend Tender Opening

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

Sir,

Reference: Tender No. OICL/HO/ITD/HOSTING/2015/01 dated 15th Apr 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

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



9.8 Annexure 8 : Details of Similar Projects in Last Five Years

Financial Year / Accounting Year	Name of Client for whom project was undertaken	Contact Details of Senior Official representing the client for reference purpose	Details of Project	Date of Award of Project	Current Status of Project
2013-2014					
1					
2					
3					
...					
2012-2013					
1					
2					
3					
...					
2011-2012					
1					
2					
3					
...					
2010-2011					
1					
2					
3					
...					
2009-2010					
1					
2					
3					
...					



9.9 Annexure 9 : Application Form for Eligibility Bid

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

Reference: Tender No. OICL/HO/ITD/HOSTING/2015/01 dated 15th Apr 2015

Company Details

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

Turnover and Net worth:

Financial / Accounting Year	Turnover (Rs Crores)	Net worth
2011-2012		
2012-2013		
2013-2014		

Details of EMD (BG)

Description	₹ 40,00,000/- BG towards EMD

Signature: _____

Company Seal: _____

Name: _____

Designation: _____

Date: _____



9.10 Annexure 10: Contract Form

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

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

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

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

* Break-up would be as per commercial bid format



The Oriental Insurance Company Limited

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. Appendix

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10.1 Appendix 1 : Bill of Material

Table 1: Commercial Summary

S.N.		Cost Reference	Amount (INR)
1	Table 2	DC Site Recurring Charges	
2	Table 3	DC Site One Time Charges	
3	Table 4	DR Site Recurring Charges	
4	Table 5	DR Site One Time Charges	
		Total Cost of the Tender	

Total Amount (in Words):

Note:

1. Bidder is required to provide cost of every line item.
2. Bidder needs to clearly indicate, if there is any recurring costs included in the above bid and quantify the same. In the absence of this, the bidder would need to provide the same without any charge. The bidder should make no changes to the quantity.
3. If the cost for any line item is indicated as zero then it will be assumed by OICL that the said item will be provided to OICL without any cost.
4. The quantity provided by OICL is indicative and will be considered for bid evaluation purposes only. Moreover, OICL will place the order on the basis of their actual requirement and the unit rate will be considered accordingly.
5. The factor used for conversion from KVA to KW is 0.9
6. The DC & DR Site Co-hosting Charges need to include all other services and requirement and not listed out as separate cost such as cooling, BMS, CCTV surveillance, access control etc. as required and mentioned in the RFP and subsequent addendums.
7. The SP needs to ensure that the cost of caging, electrical work (including power sockets), access control setup, extension of links from network communication room to server cage area etc. are be factored in the "One-time expense"
8. The SP has to make sure that all the arithmetical calculations are accurate. OICL will not be held responsible for any incorrect calculations.
9. The prices quoted by the SP shall include all costs such as, taxes, levies, cess, excise and custom duties, Service Tax, VAT etc. wherever applicable that need to be incurred.
10. Racks to be deployed by OICL within the server room area will be provided by OICL.
11. Total of 10 Years should flow to the Summary Sheet



Table 2: DC Site Recurring Charges (Excluding Taxes)

S.N.	Recurring Charges	YEAR 1			YEAR 2			YEAR 3			YEAR 4		
		Qty	Unit Rate	Amount	Qty	Unit Rate	Amount	Qty	Unit Rate	Amount	Qty	Unit Rate	Amount
1	Co-Hosting Charges (per sq. ft.)	600			600			600			600		
2	Power (KWH or units per annum)	525600			525600			525600			525600		
3	Seating Space	8			8			8			8		
Total													

S.N.	Recurring Charges	YEAR 5			YEAR 6			YEAR 7			YEAR 8		
		Qty	Unit Rate	Amount	Qty	Unit Rate	Amount	Qty	Unit Rate	Amount	Qty	Unit Rate	Amount
1	Co-Hosting Charges (per sq. ft.)	600			600			600			600		
2	Power (KWH or units per annum)	525600			525600			525600			525600		
32	Seating Space	8			8			8			8		
Total													

S.N.	Recurring Expenses	YEAR 9			YEAR 10			DC Recurring Total
		Qty	Unit Rate	Amount	Qty	Unit Rate	Amount	
1	Co-Hosting Charges (per sq. ft.)	600			600			
2	Power (KWH or units per annum)	525600			525600			
3	Seating Space	8			8			
Total								



Table 3: DC Site One Time Charges (Including All Taxes)

S.N.	One Time Expenses	Qty	Unit Rate	Amount with Tax
1	Caging (per sq. ft.)	600		
2	Cabling (per Rack)	14		
3	Storage Cabinet	1		
4	32 Amp Sockets	30		
5	Others			
	Total			

Table 4: DR Site Recurring Charges (Excluding Taxes)

S.N.	Recurring Expenses	YEAR 1			YEAR 2			YEAR 3			YEAR 4		
		Qty	Unit Rate	Amount	Qty	Unit Rate	Amount	Qty	Unit Rate	Amount	Qty	Unit Rate	Amount
1	Co-Hosting Charges (per sq ft)	600			600			600			600		
2	Power (KWH or units / annum)	525600			525600			525600			525600		
3	Seating Space	7			7			7			7		
	Total												

S.N.	Recurring Expenses	YEAR 5			YEAR 6			YEAR 7			YEAR 8		
		Qty	Unit Rate	Amount	Qty	Unit Rate	Amount	Qty	Unit Rate	Amount	Qty	Unit Rate	Amount
1	Co-Hosting Charges (per sq ft)	600			600			600			600		
2	Power (KWH or units / annum)	525600			525600			525600			525600		
3	Seating Space	7			7			7			7		
	Total												



S.N.	Recurring Expenses	YEAR 9			YEAR 10			DR Recurring Total
		Qty	Unit Rate	Amount	Qty	Unit Rate	Amount	
1	Co-Hosting Charges (per sq. ft.)	600			600			
2	Power (KWH or units per annum)	525600			525600			
3	Seating Space	7			7			
	Total							

Table5: DR Site One Time Charges (Including all Taxes)

S.N.	One Time Expenses	Qty	Unit Rate	Total Amount with Tax
1	Caging (per sq. ft.)	600		
2	Cabling (per Rack)	14		
3	Storage Cabinet	1		
4	32 Amp Sockets	30		
5	Others			
	Total			

10.2 Appendix 2 : Covering Technical Offer

Date:

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 Vendor duly signed by an authorized signatory)

Signature and Seal of the vendor



10.3 Appendix 3 : Pre-Bid Query Format

Sr. No.	Page #	Point / Section #	Existing Clause	Query Sought
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				



10.4 Appendix 4 : Summary of Submission Documents

Section #	Section Heading	Proforma Given
1.	Eligibility Criteria	Annexure 4 and all supporting required as per document.
2.	Cover Letter – Technical Offer	Appendix 2
3.	Undertaking letter	Annexure 2
4.	Bid Security	
5.	Technical compliance	Annexure 1
6.	Technical Offer Descriptive	
7.	Data centre Tier III and other relevant certifications	
8.	Detailed Methodology for providing Datacenter to co-host OICL's DC & DR site	
9.	Conformity Letter	Annexure 3
10.	Technical Bid Details (without commercials)	Appendix 1 (should be masked with XXX)
11.	Query Format	Appendix 3
12.	Commercial Bid Details (with commercials)	Appendix 1 (should be unmasked)
13.	References to the previously executed projects as required in Annexure-5.	
14.	Any other Information as requested in the tender document	



10.5 Appendix 5 : 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



10.6 Appendix 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..... 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.

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

Place: _____

Date: Seal and signature of the vendor



10.7 Appendix 7 : Statement of 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

Reference: Tender No. OICL/HO/ITD/HOSTING/2015/01 Dated 15th Apr 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.

OR (Strike out whatever is not applicable)

Following are the deviations from the terms and conditions of the tender. These deviations and variations are exhaustive. Except these deviations and variations, all other terms and conditions of the tender are acceptable to us.

S. No.	Section No.	Page No.	Para	Statement of deviations and variations
A.				
B.				

Witness

Bidder

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

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

Company Seal

-End of Document-