

REQUEST FOR PROPOSAL

PROCUREMENT, INSTALLATION, IMPLEMENTATION,
MAINTENANCE & SUPPORT AND BUY-BACK OF CISCO
ROUTERS



INFORMATION TECHNOLOGY DEPARTMENT

THE ORIENTAL INSURANCE COMPANY LIMITED

2ND FLOOR, ORIENTAL HOUSE

A-25/27, ASAF ALI ROAD, NEW DELHI — 110002



(Non - Transferable)

RECEIPT	
TENDER No. OICL/HO/ITD/ROUTER/201	2/01 DATED 25 TH JUNE 2012
SERIAL NO:	DATE OF ISSUE://
TENDER FORM ISSUED TO:	
RECEIVED PAYMENT VIDE DEMAND DRAFT / For Re DATED/_/ FOR Re (BANK).	
SIGNATURE:	
Name:	
DESIGNATION:	



(Non - Transferable)

	R	ECEIPT		
TENDER No. OI	CL/HO/ITD/Rot	UTER/2012	./01 dated 25™	June 2012
SERIAL NO:			DATE OF ISSUE	:_/_/
TENDER FORM I	SSUED TO:			
	IENT VIDE DEMAND DATED//_ (BANK).			Υ
SIGNATURE:				
NAME:				
DESIGNATION:				



IMPORTANT NOTICE

THIS TENDER DOCUMENT IS NOT TRANSFERABLE.

Bidders are advised to study the 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 for the purposes of clarification of the bid, if so desired by The Oriental Insurance Company Limited (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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Notice Inviting Bids for Procurement, Installation, Implementation, Maintenance & Support and buy-back of CISCO Routers

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

- 1. The Deputy General Manager (IT) invites sealed bids from eligible companies / organisations/ system integrators for Supply, Installation, Implementation, maintenance & support and buy-back on turnkey basis of CISCO Router Solution at select offices / locations of OICL.
- 2. Non-transferable tender document containing conditions of pre-qualification, detailed requirement specifications (both essential and desirable) as also the terms and conditions can be obtained from the above address. The tender document will be available for sale between 11:00 Hours and 16.00 Hours on all working days from 25-06-2012 to 30-07-2012 on payment of Rs. 5000/- by non refundable crossed Demand Draft/Banker's Pay Order in favour of "The Oriental Insurance Company Limited" payable at New Delhi. Please note that the Company will not accept any liability for non-receipt/non-delivery of Tender Document(s) in time. The bidder has to buy the above document in order to send pre-bid queries and to submit bids.
- 1. A soft copy of the tender document is available also on OICL's website http://www.orientalinsurance.org.in
- 2. Eligibility Criteria:- Pl refer section 2.7
- 3. Documents comprising the bid: Pl refer Section 2.6.2



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1 Invitation for Bids

This invitation to bid is for Supply, Installation, Implementation, maintenance and support on turnkey basis of CISCO Router Solution at select offices / locations of OICL offices across as per the requirement specifications detailed in section $\S\S\ 4.1.9$, and instructions given in section $\S\S\ 2$ of this document.

Sealed offers prepared in accordance with the procedures enumerated in section $\S\S\ 2$ should be submitted not later than Monday, 30^{th} July 2012.

All bids must be accompanied by a bid security in the form of bank guarantee of Rupees Forty Lac only.

Please note that 'THIS TENDER DOCUMENT IS NOT TRANSFERABLE'

1.1 Essential Information

1.1.1 Purchaser

The Oriental Insurance Company Limited (OICL).

1.1.2 Address for Bid Submission and Correspondence

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

Tel: - +91 11 43659211 E-mail: - tender@orientalinsurance.co.in

1.1.3 Key Events & Dates

Event	Target Date
Sale of RFP document	Mon 25-Jun-2012 to Mon 30-Jul-2012
Last date to send in requests for clarifications	Mon 16-Jul-2012 03:00 PM
Bidder clarification meeting	Fri 20-Jul-2012 03:00 PM
Last date for submission of bids	Mon 30-Jul-2012 1:00 PM
Opening of pre-qualification bid	Mon 30-Jul-2012 03:00 PM
Short-listing of bidder based on prequalification Criteria	Fri 03-Aug-2012 05:30 PM
Opening of Technical bid	Mon 06-Aug-2012 11:00 AM
Presentation of technical bid by short-listed bidders	If required, as per mutually agreed dates
Submission of supplementary technical and commercial bids	If required, as per mutually agreed dates
Declaration of short-list of bidders for commercial bid	Fri 17-Aug-2012 12:00 PM
Opening of commercial bids	Tue 21-Aug-2012 03:00 PM
Declaration of L1 Bidder	Thu 23-Aug-2012 05:00 PM
Issue of Notification of Award	Mon 27-Aug-2012
Last date of complete of Installation and Commissioning	12-14 weeks from the date of notification of award
Last date for submission of acceptance test results	Within 15 days of installation



2 Instruction to Bidders

2.1 Introduction

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 adjudged as "Best General Insurance Company of the Year – Public Sector" in the CNBC TV18 Best Bank and Financial Institution Awards presented by MCX for FY10-11. OICL has been enjoying the highest rating from leading Indian credit rating agencies CRISIL and ICRA. The Company has also been rated as B++ (Good) by AM Best.

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, 300+ divisional offices, 600+ branch offices, Regional Training Centres, Service Centres, TP Hubs and 300+ extension counters/micro offices geographically spread out across India. As on date, all offices of OICL are connected using leased lines, MPLS with appropriate bandwidth. ISDN links exist as a backup for operating offices. For more than a decade, OICL has leveraged information technology to serve its customers effectively. The company also has presence in Nepal, Dubai and Kuwait.

To bring uniformity, security and centralized access OICL has adopted Integrated Non-life Insurance Application Software (INLIAS). INLIAS is running successfully in all operating offices of the Company. The INLIAS application serves the entire business requirements of OICL. It covers Underwriting, accounting, claims processing, report generation and reinsurance requirements of OICL. The Company has launched web portal for use of its customers and agents www.orientalinsurance.org.in with a provision for premium calculator, payment gateway and online issue/ renewal of policies. Apart from the Core-Insurance application and web-portal, OICL has various centralised applications like email, Desktop Management Suite, VC, HRMS etc hosted at its Data Centers at Vashi and Bengaluru.

The company sold more than 16 million new policies 2011-12. Company has more than 200 general insurance products to cater to the varied insurance needs of its customers. It also has a strong workforce of about 15000 employees and over 35,000 agents.



2.2 Responding to the Requirement Specifications

The requirements of OICL are specified in section $\S\S$ 4.1.9. This section describes the conventions to be used while providing your response.

The requirements of OICL are broken into two sets:

A. Networking Equipment

B. Services

Within each set, the requirements are classified as:

A. Mandatory requirements (M)

The bidder must comply with these requirements. Any non-compliance may result in the bid being treated as non- responsive at OICL's discretion.

B. Informational requirements (I)

The bidder must provide the required information. Any missing information may result in the bid being treated as non-responsive at OICL's discretion.

C. Optional requirements (O)

These requirements are for information and clarification purposes only and the bidder has the choice of complying or non-complying with these requirements. Responses to optional requirements will not be considered during the technical / commercial evaluation. However, the bidder must indicate whether or not the bid complies with these requirements. A failure to indicate so may result in the bid being treated as non-responsive at OICL's discretion.



2.2.1 Acceptable responses

The bidder must use the templates provided in section ($\S\S 4.1.9$) while providing response to the requirement specifications in this tender.

The bidder is expected to indicate its response in the 'Compliance' and 'Detailed Response' columns. The following conventions shall be used while providing responses in the 'Compliance' column:

- 1. **Fully complied (Y)**, if the Mandatory / Optional requirement is unconditionally fulfilled, or if the information requested in the Informational requirement is completely provided.
- 2. **Partially complied (P)**, if the Mandatory / Optional requirement is fulfilled but with some conditions or riders of any kind, or if the information requested in the Informational requirement is only partly provided.
- 3. **Not complied (N)**, if the Mandatory / Optional requirement is not fulfilled, or if the information requested in the Informational requirement is not provided. Any 'Not complied' response must also be reported as a 'Technical Deviation' (§§ 4.1.4) unless the request is classified as an Optional (O) request.

The 'Detailed Response' column shall indicate either the detailed response of the bidder or unambiguously refer to the paragraph, section, and page number of the relevant document. The bidder is free to attach a detailed technical proposal along with its response and provide reference to the relevant portion. The 'Detailed Response' should be to the point and should clearly establish the bidders' conformance to the requirement. Vague, unclear, irrelevant, or confusing responses shall result in the bid being treated as non-responsive at OICL's discretion.

OICL reserves the right to reject the bidder's assertion of compliance to a requirement if the detailed response is found unsatisfactory or contradictory.

Notwithstanding anything to the contrary in the bidder's detailed response, an assertion of 'Fully complied' (Y) shall be considered as the bidder's agreement to comply with the requirements of OICL as interpreted by OICL.



2.3 Procedure for submission of bids

In order to participate in the bidding process, bidders should follow the procedure described below for submitting their bids. A failure to do so may result in the bid being eliminated at the examination stage as non-responsive. The documents comprising the bids are listed in section $\S\S 2.6.2$

Submit three sealed envelopes containing pre-qualification bid, technical bid and commercial bid in the following manner:

Envelope I – Three hard copies of pre-qualification bid comprising of a letter describing the pre-qualifying technical competence and experience of the bidder and also certifying the period of validity of bids for 90 days from the last date of submission of commercial bid along with information requested by OICL, in accordance with section §§ 2.7 and section §§ 2.6.2 A.

- a) Each of the three hard copies of pre-qualification bid should be a complete document, bound as a volume and placed in separate sealed envelopes super-scribing
 PRE-QUALIFICATION BID OICL/HO/ITD/Router/2012/01 dated 25th June 2012
- b) Each of the sealed envelopes should also be marked as 'ORIGINAL', 'FIRST COPY' and 'SECOND COPY' respectively.
- c) The three envelopes of pre-qualification bid should be placed in a single sealed envelope super-scribing:

PRE-QUALIFICATION BID FOR TENDER NO. OICL/HO/ITD/ROUTER/2012/01 DATED 25TH JUNE 2012

Envelope II - Technical bid¹ comprising of three hard copies and one soft copy (word and/or excel) of the technical bid (section §§ 4.1) should be submitted in accordance with section §§ 2.6.2 B

- a) Each of the three hard copies of technical bid should be a complete document, bound as a volume and placed in separate sealed envelopes super-scribing TECHNICAL BID OICL/HO/ITD/Router/2012/01 dated 25th June 2012
- b) Each of the sealed envelopes should also be marked as 'ORIGINAL', 'FIRST COPY' and 'SECOND COPY' respectively.



- c) The soft copy (word and/or excel) of the technical bid should be submitted on a CD sealed in an envelope marked as 'SOFT COPY OF TECHNICAL BID'. OICL/HO/ITD/Router/2012/01 dated 25th June 2012
- d) The four envelopes of technical bid should be placed in a single sealed envelope super-scribing:

TECHNICAL BID FOR TENDER NO. OICL/HO/ITD/ROUTER/2012/01 DATED 25TH JUNE 2012

¹ PLEASE NOTE THAT PRICES SHOULD NOT BE INDICATED IN THE TECHNICAL BID. ANY BID IN WHICH PRICES ARE INDICATED IN THE TECHNICAL BID WILL BE DISQUALIFIED

Envelope III - Three hard copies and one soft copy (word and excel) of commercial bid² (section §§ 4.2) should be submitted in accordance with section §§ 2.6.2 C

- a) Each of the three hard copies of the commercial bid should be a complete document, bound as a volume and placed in separate sealed envelopes super-scribing COMMERCIAL
 BID FOR OICL/HO/ITD/Router/2012/01 dated 25th June 2012
- b) Each of the sealed envelopes should also be marked as 'ORIGINAL', 'FIRST COPY' and 'SECOND COPY' respectively.
- c) The soft copy (word and/or excel) of the commercial bid should be submitted on a CD sealed in an envelope marked as 'SOFT COPY OF COMMERCIAL BID'.
- d) The four envelopes of commercial bid should be placed in a single sealed envelope super-scribing:

The three envelopes mentioned above should be submitted to OICL at the address mentioned above in section §§ 1.1.2 before 30^{th} July 2012 1.00 PM.

² Commercial bid should only indicate prices



2.4 Cost of Tender

The bidder shall bear all costs associated with the preparation and submission of the bid, including cost of presentation 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.

2.5 Tender Document

2.5.1 Content of the Tender document

The <u>sections</u> and <u>detailed table of contents</u> is given at the beginning of this document. The bidder is expected to examine all instructions, terms, forms, and specifications in this document. Failure to furnish all information required by the tender document or submission of a bid not substantially responsive to the tender document in every respect will be at the bidder's risk and may result in the rejection of the bid.

2.5.2 Clarification of Tender document

A prospective bidder, who has purchased the Tender document, requiring any clarification of the tender document may notify OICL in writing (both in hardcopy as well as Softcopy) at OICL's correspondence address mentioned in section §§ 1.1.2 before 16th July 2012 3.00pm. OICL will respond to any request for clarification of the tender document in the bidder clarification meeting on 20th July 2012 3:00 PM at the address mentioned in section §§ 1.1.2. Written copies of the OICL's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders who have purchased the tender document.

2.5.3 Amendment of Tender document

At any time prior to the last date for receipt of commercial bids, OICL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender document by an amendment.

The amendment will be notified in writing or by e-mail to all prospective bidders who have purchased the tender document and will be binding on them.

In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, OICL may, at its discretion, extend the last date for the receipt of bids.



2.6 Bid Preparation

2.6.1 Language of Bids

The Bids prepared by the bidder and all correspondence and documents relating to the bids exchanged by the bidder and OICL, shall be written in English. Any printed literature furnished by the Bidder may be written in another language so long as the same is accompanied by an English translation, certified by the authorised official in which case, for purposes of interpretation of the bid, the English translation shall govern.

2.6.2 Documents comprising the bid

The bids prepared by Bidder shall comprise of the following components:

A. Pre-qualification bid as per criteria specified in section §§ 2.7

- 1. A letter on the bidder's letter-head
 - i. describing the pre-qualifying technical competence and experience of the bidder,
 - ii. certifying that the period of validity of bids is 90 days from the last date of submission of commercial bid, and
 - iii. asserting that the bidder is quoting for all the items mentioned in the tender.
- 2. A letter of authorization from OEM certifying that the bidder is authorized Partner and system integrator for CISCO Routers.
- 3. The corporate profile of the bidder (printed corporate brochure is preferred).
- 4. The profile of the bidder (template given in section §§ 6.5, §§ 6.5.1, §§ 6.5.2, §§ 6.5.3, §§ 6.5.4)
- 5. Certificate of registration under Companies Act 1956 and Certificate of Incorporation, sales tax / VAT registration certificate and Service Tax registration certificate
- 6. Latest audited annual financial results (balance sheet and profit & loss statement) of the bidder.
 - i. The bidder should have annual sales turnover of one hundred crores rupees and above in the last three financial years.(upto 31.3.2011)
 - ii. The bidder should have positive net worth (measured as paid-up capital plus free reserves) in the last financial year ending 31st March 2011.
 - iii. The bidder should not quote in consortium with any other partner.

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The Oriental Insurance Company Limited

- 7. The bid security of Rupees Forty Lac in the form of a bank guarantee issued by a Nationalized / Scheduled Bank, in proforma provided at section §§ 6.4 in the tender documents and should be valid for 45 days beyond the validity of the bid. (refer section §§ 2.6.7)
- 8. Quality certification in delivery of service (maintenance & support) from an internationally recognized and reputed agency, e.g. ISO 9000
- 9. List of Support Centers refer 4.1.9 A.01
- 10. Reference list of project undertaken (using equipment/ services similar to OICL's requirement), their address, and name of the contact person (refer §§ 2.7 point 8 for qualifying reference criteria; the template is given in §§ 6.5.2). alongiwht copies of Purchase Order or Completion letters from the relevant clients
- 11. Power-of-attorney or authorisation granting the person signing the bid the right to bind the bidder as the 'Constituted attorney of the company'. ($\S\S 2.6.9$)
- 12. Information regarding Centralised Help Desk refer Section 2.7. point 9
- 13. Declaration from Company Secretary/authorised signatory as per 2.7 point 10

B. Technical bid as per section §§ 4.1

- 1. Bid particulars §§ 4.1.1
- 2. Technical bid letter §§ 4.1.2
- 3. Technical details of equipment and services offered §§ 4.1.3
- 4. Statement of deviation from requirement specifications §§ 4.1.4
- 5. Statement of deviation from tender terms and conditions §§ 4.1.5.
- 6. Schedule of delivery §§ 4.1.6.
- 7. Warranty §§ 4.1.7.
- 8. Manufacturer's authorization form(s) §§ 4.1.8.
- 9. Requirement Specifications §§ 4.1.9

C. Commercial bid as per section §§ 4.2

- 1. Bid particulars (§§ 4.2.1)
- 2. Commercial bid letter (§§ 4.2.2)



- 3. Statement of commercial deviation (§§ 4.2.3)
- 4. Summary of cost of equipment and services offered (§§ 4.2.4)
- 5. Details of cost of equipment and services offered (§§ 4.2.5)
- 6. Other charges (§§ 4.2.6)
- 7. Summary of per Unit Cost of Buy-back Equipment (§§ 4.2.7)

Bidders should enclose with their offers full details of all the equipment and services offered as well as their latest equipment and services available with full documentation and descriptive literature supplementing the description and point out any special feature of the equipment and services. All documentation is required to be in English.

All pages of the bid, except for unmodified printed literature, shall be initialled by the person(s) signing the bid.

2.6.3 Bid Prices

The bidder shall indicate in the Performa prescribed in section $\S\S$ 4.2.4 to $\S\S$ 4.2.5 of the commercial bid, the unit prices and total bid prices of the equipment and other services proposed to be supplied under the contract. The bidder shall indicate in the Performa prescribed in section $\S\S$ 4.2.7 the buy-back price for the equipment.

2.6.4 Firm Price

Prices quoted by the bidder must be all inclusive, firm and final, and shall not be subject to any escalation whatsoever during the period of the contract. Prices should indicate the price at site and should include all state and central taxes, viz. excise/ custom duties on the final finished supplies tendered freight, insurance, travelling,lodging, boarding and any other charges at the point of delivery. Octroi and local levies, if any payable, should be paid by the bidder and will be reimbursed on production of original receipts. In addition, a complete break-up shall also be given as per section §§ 4.2.5. All prices, taxes, duties, levies and discounts, etc. must be clearly shown in figures and words in section §§ 4.2.5. AMC charges are to be specified excluding Service Tax

The buy-back price offered in §§ 4.2.7 shall be net of all taxes, duties and cost associated with disposal of the same from the concerned OICL premises.

Prices should be shown separately for each item of equipment and services and other aspects as detailed in bid documents. Tenders not containing item-wise prices are liable to be rejected. The

prices quoted should also include all rights (if any) of patent, registered design or trademark and the bidder shall indemnify OICL against all claims in respect of the same.

Attention of the bidder is invited to the terms and conditions of payment given in section §§ 3.12.

2.6.5 Price Reduction

The bidder may state in his tender the price reduction that would be allowed in the event OICL decides to purchase all the equipment and services listed in the schedule of requirements from one bidder. It may be indicated lump sum, percentage or item-wise.

2.6.6 Bidder's Qualification

The "Bidder" as used in the tender documents shall mean the one who has signed the tender form. The bidder must be a System Integrator & authorized Service Provider. All certificates and documents received hereby, shall, as far as possible, be furnished by the representative and the provider.

It is further clarified that the individual signing the tender or other documents in connection with the tender must certify that he/ she signs as 'Constituted attorney of the company'.

2.6.7 Bid Security

The bidder shall furnish, as part of his bid, a bid security in the form of bank guarantee of Rupees Forty Lac.

The bid security is required to protect OICL against the risk of bidder's conduct, which would warrant the security's forfeiture in the following scenario:

- a) If a bidder withdraws his bid during the period of bid validity specified by the bidder in the bid; or
- b) In the case of a successful bidder, if the bidder fails to,
 - i. Sign the contract in accordance with section §§ 2.9.6; or
 - ii. Furnish performance security in accordance with section §§ 2.9.7.

The bid security shall be denominated in Indian Rupees, and shall be in the form of a bank guarantee issued by a Nationalized / Scheduled Bank as per the banking norms laid down by the RBI, in proforma provided at section $\S\S$ 6.4 in the tender documents and should be valid for 45 days beyond the validity of the bid.

Any bid not secured with bid security amount in the form of bank guarantee, will be rejected by OICL, as non-responsive.

Unsuccessful bidder's bid security will be returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity of 90 days after the last date of submission of commercial bid prescribed by OICL.

The successful bidder's bid security will be returned upon the bidder signing the contract, pursuant to section $\frac{55}{2.9.6}$ and furnishing the performance security, pursuant to section $\frac{55}{2.9.7}$.

No interest will be payable by OICL on the amount of the bid security.

2.6.8 Period of validity of Bids

Bids shall remain valid for 90 days from the last date of submission of commercial bid prescribed by OICL. A bid valid for a shorter period may be rejected by OICL as non-responsive.

In exceptional circumstances, OICL may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing or by email. The bid security validity shall also be suitably extended. A bidder may refuse the request without forfeiting his bid security. A bidder granting the request will not be required nor permitted to modify his bid.

2.6.9 Format and Signing of Bids

The bidder shall prepare three printed copies each of the 'Pre-qualification bid', 'Technical bid' and 'Commercial bid', clearly marking each as 'Original', 'First Copy', and 'Second Copy', in accordance with section §§ 2.3 and §§ 2.5.1. In addition the bidder shall also submit one 'Soft Copy' (word and/or excel) of the 'Technical bid' and 'Commercial bid', clearly marking each as 'Soft Copy', in accordance with section §§ 2.3 and §§ 2.5.1. In the event of any discrepancy between them, the 'Original' shall govern.

The original and all printed copies of the bid shall be typed or written in indelible ink and shall be signed by the bidder or a person(s) duly authorized to bind the bidder to the contract in accordance to section $\S\S\ 2.6.6$. This authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, except for unmodified printed literature, shall be initialled by the person(s) signing the bid.

The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the person(s) signing the bid.

2.6.10 Revelation of Prices

Prices in any form or by any reasons should not be revealed in technical bid or before opening the commercial bid, failing which the offer shall be liable to be rejected. If price change is envisaged due

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to technical clarification, revised commercial bid in a separate sealed envelope shall be accepted with prior written permission of OICL.

2.6.11 Terms and conditions of Tendering Firms

Printed terms and conditions of the bidders will not be considered as forming part of their bids. In case terms and conditions of the contract applicable to this invitation of tender are not acceptable to any bidder, clearly specify the deviation in section $\S\S4.1.5$.

Similarly in case the equipment and services being offered has deviations from the requirement specifications laid down in §§ 4.1.9 and schedule of requirements laid down in §§ 5, the bidder shall describe in what respects and to what extent the equipment, services and buy-back being offered differ/ deviate from the specification, even though the deviations may not be very material. Bidder must state categorically whether or not his offer conforms to requirement specifications and schedule of requirements and indicate deviations, if any in section §§ 4.1.4.

2.6.12 Local Conditions

It will be imperative on each bidder to fully acquaint itself with the local conditions and factors, which would have any effect on the performance of the contract and or the cost.

2.7 Criteria for Pre-qualification of Bidders

Following is the eligibility criteria for evaluation of pre-qualification of tender:

- The bidder should be a registered company in India, registered under the Companies Act 1956 and should be registered under C. S. T. and/or have the sales tax registration in the state where the company has a registered office. The bidder should submit Certificate of registration under companies Act 1956, the valid sales tax / VAT registration certificate and Service Tax registration certificate.
- 2. The bidder should be a system Integrator operating in India for the last five financial years and in CISCO Router business for the last three financial years. Such system integrators should have back-to-back support arrangement with the OEM and should be an authorized partner of the OEM. Such bidders (other than OEMs) should submit a letter of authorization from OEM as per Performa provided at section §§ 4.1.8
- 3. The bidder should have an overall annual turnover of minimum Rupees One Hundred Crores in each of the last three financial years. Supporting certified audited document and Balance sheet to be submitted.

- 4. The bidder should have positive net worth for last financial year (measured as paid-up capital plus free reserves) ending 31st March'11 as evidenced by the audited accounts of the company.
- 5. Bid must be accompanied by a bid security in the form of a bank guarantee of Rupees Forty Lac issued by a Nationalized / Scheduled Bank, in Performa provided at section §§ 6.4 in the tender documents and should be valid for 45 days beyond the validity of the bid.
- 6. Quality certification in delivery of service (maintenance & support) from an internationally recognized and reputed agency, e.g. ISO 9000.
- 7. Bid validity should be 90 days after the last date of submission of commercial bid prescribed by OICL (refer section §§ 2.6.7).
- 8. The bidder should have minimum 100 support centres located across the country in order to support OICL Office locations (refer section §§ 4.1.9 point A.01).
- 9. During the last five financial years, the bidder should have implemented at least three WAN projects for BFSI sector for more than 400 locations. Out of three WAN project for BFSI, at least one project in Public sector Banking / Insurance for minimum of 400 branch WAN connectivity involving implementation, maintenance & support of CISCO Router hardware (as WAN device). Information about the projects undertaken by the bidder should be submitted (as per template given in §§ 6.5.2). As documentary evidence, bidder should submit copy of Purchase orders or completion letters from the relevant clients for whom the solution was implemented.
- 10. The bidder should have a centralised operational help desk for complaint / call logging, assigning/allocation, automated tracking etc. Information regarding help-desk and escalation matrix should be submitted (details like name of contact person, phone no, location, process of complaint booking and resolution etc).
- 11. The bidder should not have been de-barred/Black-listed by Government of India or any of its agencies or any PSU/BFSI in the last financial-year. Declaration from the company secretary/authorised signatory regarding this should be submitted along with the bid (as per template given in §§ 6.5.4).
- 12. It is mandatory for the bidder to quote for all the items mentioned in the tender. Incomplete bids shall be rejected.
- 13. The bid must be signed by a person with the proper authority to bind the company as a 'Constituted attorney of the company'/authorised Signatory.



2.8 Bid Submission

2.8.1 Sealing and marking of Bids

The bidders shall seal and mark each of the copies (three printed and one soft copy where applicable) of the pre-qualification bid, the technical bid and the commercial bid respectively strictly in accordance with section $\S\S$ 2.3. In case of non-compliance, OICL will assume no responsibility for the bid's misplacement or premature opening.

2.8.2 Last date of Receipt of Bids

Bids must be received by OICL at the address specified under section $\S\S 1.1.2$ not later than the time and date specified in section $\S\S 1.1.3$. In the event of the specified date for the receipt of bids being declared a holiday for OICL, the bids will be received till the appointed time on the next working day.

OICL may, at their discretion, extend the last date for the receipt of bids by amending the tender document in accordance with section §§ 2.5.3, in which case all rights and obligation of OICL and bidders previously subject to the last date will thereafter be subject to the last date as extended.

2.8.3 Late Bids

Any bid received by OICL after the last date & time for receipt of bids prescribed by OICL §§ 1.1.3 will be rejected and /or returned unopened to the bidder.

2.8.4 Modification and withdrawal of Bids

The bidder may modify or withdraw his bid after the bid's submission, provided that written notice of the modification or withdrawal is received by OICL prior to the last date prescribed for receipt of bids.

The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of section §§ 2.8.1. A withdrawal notice may also be sent by telex or fax but followed by a signed confirmation copy, post marked not later than the last date for receipt of bids.

No bid may be modified subsequent to the last date for receipt of bids.

No bid may be withdrawn in the interval between the last date for receipt of bids, and the expiry of the bid validity period specified by the bidder in the bid. Withdrawal of a bid during this interval may result in forfeiture of the bidder's bid security.



2.8.5 Address for correspondence

2.8.5.1 Bidder

The bidder shall designate the official mailing address, place, telephone number, fax number and e-mail address to which all correspondence shall be sent by OICL.

2.8.5.2 OICL

Information Technology Department

The Oriental Insurance Company Limited

2nd Floor, Head Office, Oriental House

A-25/27, Asaf Ali Road

New Delhi - 110 002

Tel: - +91 11 23283941 E-mail: - tender@orientalinsurance.co.in

OICL will not be responsible for non receipt of any communication sent by the bidder.

2.8.6 Opening of Bid by OICL

All bids will be opened at the location mentioned in section $\S\S 1.1.2$.

On the basis of the pre-qualification information (section $\S\S 2.6.2$ A) given by the bidder for the pre-qualification criteria (section $\S\S 2.7$), qualified bidders will be short-listed. An affirmative determination in pre-qualification evaluation will be a prerequisite for opening technical bid.

Technical bids of only short-listed bidders will be opened by OICL in the presence of the representatives of the bidders who choose to attend, at the time and date mentioned in section $\S\S 1.1.3$. (or intimated , in case of any change.)

Bidders who are technically qualified will be short-listed and Commercial bids of only short-listed bidders will be opened by OICL in the presence of the representatives of the bidders who choose to attend, at the time and date mentioned in section $\S\S 1.1.3$. (or intimated , in case of any change.)

2.8.7 Clarifications

If deemed necessary, OICL may seek clarifications on any aspect from the bidder. However, that would not entitle the bidder to change or cause any change in the substance of the bid submitted or price quoted. OICL may, if so desire, ask the bidder to give presentation for the purpose of

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clarification of the tender. All expenses for this purpose, as also for the preparation of documents and other meetings, will be borne by the bidders.

2.8.8 Preliminary Examination

OICL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required bid security has been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

Bids from agents without proper authorization from the manufacturer as per section $\S\S4.1.8$ shall be treated as non-responsive.

Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the bidder does not accept the correction of the errors, his bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

A bid determined as not substantially responsive will be rejected by OICL and may not subsequently be made responsive by the bidder by correction of the non-conformity.

OICL may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

2.8.9 Evaluation and Comparison of Bids

The bidders short-listed in the pre-qualification stage will have to present their solution to OICL as per the schedule decided by OICL (section $\S\S 1.1.3$).

The technical bid and commercial bid shall be evaluated to select a bidder for award of contract.

2.8.10 Verification of Reference Installations

OICL, if considers necessary, may conduct verification of reference installations to satisfy themselves on the performance of the equipment/ services offered with reference to their requirements.

OICL will satisfy themselves on the veracity of the reference installations with reference to performance indicators relevant to the requirements specified.



2.8.11 Contacting OICL

Bidder shall NOT contact OICL on any matter relating to this bid, from the time of the submission of commercial bid to the time the contract is awarded.

Any effort by a bidder to influence OICL's bid evaluation, bid comparison or contract award decision may result in the rejection of the bid.

2.9 Award of Contract

2.9.1 Post qualification

In addition to the pre-qualification, OICL will determine to their satisfaction whether the bidder selected as having submitted the best evaluated responsive bid is qualified to satisfactorily perform the contract. The decision of OICL is final in such cases.

The determination will take into account the bidder's financial, technical and support capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualification submitted by the bidder, pursuant to section $\S\S 2.6.2 \text{ A}$ and section $\S\S 2.7$.

An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder's bid, in which event OICL will proceed to the next best evaluated bid to make a similar determination of that bidder's capabilities to perform satisfactorily.

2.9.2 Award criteria

Pursuant to the pre-qualification criterion mentioned in section §§ 2.7, bidders will be short-listed for technical bid. Technical bids will be opened only for the bidders who succeed the pre-qualification criterion. The technical bids for the disqualified bidders will be returned unopened at the address mentioned on the envelopes containing the technical bid.

OICL will review the technical bids of the short-listed bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at OICL's discretion.

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

OICL will award the contract to the successful bidder whose bid has been to be substantially responsive and has been determined as the **lowest** commercial bid (L1), provided further that the

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bidder is determined to be qualified to perform the contract satisfactorily. The evaluation will be made on the basis of on commercial value including the amount offered for buy-back

2.9.3 OICL's right to vary quantities at the time of award

OICL reserves the right at the time of award of contract to increase or decrease the quantity of equipment, bandwidth, and services specified in the Schedule of Requirements without any change in unit prices or other terms and conditions.

2.9.4 OICL's Right to accept any bid/reject any or all bids

OICL reserves the right to accept any bid, and to annul the tender process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for OICL's action.

2.9.5 Notification of Award

Prior to the expiration of the period of bid validity, OICL will notify the successful bidder(s) in writing by e-mail, that his bid has been accepted. The receipt of acceptance should be sent by the bidder in writing through registered post as well as by e-mail.

The notification of award will constitute the formation of the contract.

Upon the furnishing of performance security by the successful bidder(s) pursuant to section §§ 2.9.7, OICL will promptly notify each unsuccessful bidder and will discharge the bid security, pursuant to section §§ 2.6.7.

2.9.6 Signing of Contract

At the same time as OICL notifies the successful bidder that his bid has been accepted, OICL will send the bidder the contract form as per section $\S\S$ 6.1 provided in the tender document, incorporating all agreements between the parties.

On receipt of the contract form, the successful bidder shall sign and date the contract form, and return it to OICL as per mutually decided date.

2.9.7 Performance Security

Within 7 days of the receipt of notification of award from OICL, the successful bidder shall furnish the performance security in accordance with the conditions of contract, in the contract performance guarantee bond prescribed as per section §§ 6.2.

Failure of the successful bidder to comply with the requirement of section $\S\S 2.9.6$ or section $\S\S 2.9.6$ o

2.9.8 Preference to PSEs

Purchase preference will be given to PSEs as per notification issued by the Department of Public Enterprises.

2.10 Service Period

The initial contract period for the services shall be one year from the date of acceptance by OICL. The contract shall be automatically renewed on the same terms and conditions, unless amended otherwise, for a further period of four years (one year at a time).

2.11 Publicity

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



3 GENERAL CONDITIONS OF CONTRACT

3.1 Definition

In this document the following terms shall be interpreted as indicated:

Terms	Definitions		
OICL	The Oriental Insurance Company Limited		
Contract	The agreement entered into between OICL and the Bidder as recorded in the contract form signed by OICL and the Bidder, including all attachment and annexure thereto and all documents incorporated by reference therein		
Bidder	The person or the firm or the company with whom the order for providing, and supporting wide area network equipment and services is placed and shall be deemed to include the bidder's successors, representatives (approved by OICL), heirs, executors, administrators and permitted assigns, as the case may be unless excluded by the terms of the contract.		
Contract Price	The price payable to the bidder under the contract for the full and proper performance of his contractual obligations		
Equipment	The entire wide area network equipment required for supporting inter-office (including data centre) connectivity, which the bidder is required to provision to OICL under the contract		
Service	The entire Wide Area Networking services for supporting inter-office (including data centre) connectivity, which the bidder is required to supply to OICL under the contract. Service also includes services ancillary to the provisioning of the facilities, such as network management, monitoring, transportation, insurance, and any other incidental services such as civil work, installation, cabling, commissioning, provision of technical assistance, training and other such obligations of the bidder covered under the contract		
Acceptance of Tender	The letter/ e-mail or any memorandum communicating to the bidder, the acceptance of his tender and includes an advance acceptance of his tender		



3.2 Application

These general conditions shall apply to the extent that they are not superseded by provisions in other parts of the contract.

3.3 Standard

The equipment and services supplied under this contract shall conform to the standards mentioned in the requirement specifications, and, when no applicable standard is mentioned, to the authoritative standards, such standard shall be the latest issued by the concerned institution.

3.4 Use of Contract document and Information

The bidder shall not, without OICL's prior written consent, disclose the contract or any provision thereof, or any specification, design, drawing, pattern, sample or information furnished by or on behalf of OICL in connection therewith, to any person other than a person employed by the bidder in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

The bidder shall not without OICL's prior written consent, make use of any document or information forming a part of this tender except for purpose of performing the contract.

Any document forming a part of this tender, other than the contract itself shall remain the property of OICL.

3.5 Patent Rights

The bidder shall indemnify OICL against all third party claims of infringement of patent, trademark or industrial design rights arising from the use of the equipment and services or any part thereof.

3.6 Performance Security

Within 7 days after the receipt of notification of award of the contract from OICL, the successful bidder shall furnish performance security to OICL (template given in §§ 6.2), which shall be equal to 10 percent of the value of the contract (refer §§ 4.2.4) in the form of a bank guarantee bond from a nationalized/ scheduled bank as per the norms laid by the RBI.



3.7 Installation of Equipment and Services

The bidder shall be responsible for installation of equipment and provisioning of services and for making them fully operational. This will be evidenced by a certificate of acceptance duly signed and/ or counter-signed by representatives of OICL.

The bidder is required to submit a draft acceptance test plan along with its bid. (Refer requirement specifications §§ 4.1.9 C.03) The final acceptance test plan will be mutually agreed to by the bidder and OICL.

At the direction of OICL, the acceptance test of the Equipment & Services shall be conducted by the bidder in the presence of OICL and/ or authorized officials and/ or any other team or agency nominated by OICL. All expenses for acceptance test shall be borne by the bidder.

The bidder shall conclude the acceptance test not later than fifteen (15) days, after the installation of Equipment and provisioning of Services, in the presence of person(s) or agency designated by OICL.

Should the acceptance tests not conclude to the satisfaction of OICL as stated above in this section, the bidder shall repair/replace/reconfigure/re-provision, at his cost, the whole or any part of the Equipment/Service as may be necessary for conclusion of the acceptance tests to the satisfaction of OICL within a further period of 10 days.

Penalty at the rate of 0.5% per week of contract value for the location, subject to a maximum of 5% will be charged for late completion or commissioning of the project. For this purpose, the period will commence form the date of order up to the dated of commissioning of the project. It may be mentioned that commissioning of the project means the installation, configuration and testing in OICL Wan environment.

Should acceptance tests still not conclude to the satisfaction of OICL after the expiration of 25 days from the installation of Equipment and provisioning of Services, OICL shall have the right to reject the Equipment and Services in respect of which the acceptance tests are not satisfactorily concluded as provided in this section and to terminate this contract to the extent that relates to such Equipment/ Services and in that event the bidder shall refund and repay all amounts received by the bidder from OICL and all amount paid by OICL towards freight, insurance, customs duty, Octroi and other connected expenses, within 30 days from the receipt of a written claim from OICL.



3.8 Incidental Services

The bidder may be required to provide any or all of the following services:

- 1. Furnish detailed manuals for each appropriate unit of the supplied equipment and services.
- Perform or supervise or maintain and/ or repair the supplied equipment and services, for a period of time agreed by OICL and the bidder, provided that this service shall not relieve the bidder of any warranty obligations under this contract.

3.9 Delivery & Documents

Delivery of the equipment and services and associated documents shall be made by the bidder in accordance with the terms specified by OICL in their notification of award.

The delivery of router at the OICL location: 8-10 Weeks

Installation and testing: 4 Weeks

3.10 Maintenance

In addition to the services specified in §§ 4.1.9 C, the bidder must integrate the Equipment and Services supplied by him to make the system fully functional. It will be bidder's responsibility to locate the exact nature of the problem(s)/ fault(s) and rectify the same, if any. The bidder must also take necessary steps to successfully install all the Equipment and Services supplied by him.

The bidder undertakes that necessary maintenance will be directly made available for at least seven years after the acceptance of the Equipment and Services on a continuing basis at a reasonable price, at the option of OICL.

The bidder warrants that spare parts for the Equipment would continue to be supplied atleast for a period of seven years indicated above, and that however, before phasing out or discontinuation of production of any of the spare parts required for the maintenance of the equipment, the bidder will give at least twelve (12) months notice so that OICL may order its requirements of the spares, if it so desires at the cost to be mutually agreed. If any of the spare parts are not available or are difficult to procure or the procurement is likely to be delayed for replacement if required, the replacement shall be carried out with state of the art technology equipment of equivalent capacity or higher capacity at no additional charges to OICL.

The bidder will be required to provide the contact details like names, and telephone numbers of the officials responsible for maintenance of hardware Equipment and Services as well as a maintenance escalation chart regarding service.



3.11 Warranty

The bidder is required to submit a warranty for all equipment and services supplied in the template given in $\S\S4.1.7$.

3.11.1 Warranty on Equipment

The bidder warrants that the all the equipment supplied under the contract are newly manufactured. The bidder further warrants that the equipment supplied under this contract shall have no defect arising from design, materials or workmanship (except insofar as the design or material is required by OICL's specifications) or from any act or omission of the bidder, that may develop under normal use of the supplied equipment in the conditions prevailing in the country of final destination.

This warranty on equipment supplied shall remain valid for (12 months) after the complete installation and acceptance of the equipment, unless specified otherwise in the general conditions of contract. The installation will be deemed incomplete if any component of the equipment, or any documentation/ media is not delivered or is delivered and not installed and/ or not operational or not acceptable to OICL after acceptance testing/ examination.

OICL shall promptly notify the bidder in writing of any claims arising under this warranty.

Upon receipt of such notice, the bidder shall with all reasonable speed, repair or replace the defective equipment or parts thereof, without prejudice to any other rights, which OICL may have against the bidder under the contract.

If the bidder, having been notified, fails to remedy the defect(s) within a reasonable period as per section §§ 3.19, OICL may proceed to take such remedial action as may be necessary at the bidder's risk and expense and without prejudice to any other rights, which OICL may have against the bidder under the contract.

3.11.2 Warranty on Services

The bidder warrants that the services provided under the contract are as per the Service Level Agreement (SLA) between the bidder and OICL.

This warranty on services supplied shall remain valid for the entire duration of the services contract from the date of acceptance by OICL. The provisioning of services will be deemed incomplete if any component of the service, or any related documentation is not delivered or is delivered and not operational or not acceptable to OICL after acceptance testing/ examination.

OICL shall promptly notify the bidder in writing of any claims arising under this warranty.

Upon receipt of such notice, the bidder shall with all reasonable speed, reconfigure or re-provision the defective services or parts thereof, without prejudice to any other rights, which OICL may have against the bidder under the contract.

If the bidder, having been notified, fails to remedy the defect(s) within a reasonable period as per section §§ 3.19, OICL may proceed to take such remedial action as may be necessary at the bidder's risk and expense and without prejudice to any other rights, which OICL may have against the bidder under the contract.

3.11.3 Support & Services

The bidder warrants that the services provided under the contract are as per the Service Level Agreement (SLA) between the bidder and OICL.

This support & services supplied shall remain valid for the entire duration of the services contract from the date of acceptance by OICL. The provisioning of services will be deemed incomplete if any component of the service, or any related documentation is not delivered or is delivered and not operational or not acceptable to OICL after acceptance testing/ examination.

OICL shall promptly notify the bidder in writing of any claims arising under this Service contract.

Upon receipt of such notice, the bidder shall with all reasonable speed, reconfigure or re-provision the defective services or parts thereof, without prejudice to any other rights, which OICL may have against the bidder under the contract.

If the bidder, having been notified, fails to remedy the defect(s) within a reasonable period as per section $\S\S$ 3.19, OICL may proceed to take such remedial action as may be necessary at the bidder's risk and expense and without prejudice to any other rights, which OICL may have against the bidder under the contract.

3.11.4 Scope of Work

The bidder (vendor) should note the scope of work, which is applicable for entire period of contract.

- 1. Supply, installation, implementation, configuration of CISCO Router solution with OICL's existing WAN networked Office locations as per location details mentioned in Annexure §§ 5.1
- 2. Configuration & Testing of end to end connectivity (OICL Offices to both data centres) using IP Sec with digital certificate at each location on new routers.
- 3. The bidder shall be required to perform tasks, render requisite services and make available resources as may be required for the successful completion of the entire assignment at no additional cost to the company.

- In case of any change of location during the order & implementation, bidder must supply, install & configure accordingly without any extra cost to OICL.
- 5. Bidder will ensure end to end security of data i.e. from office locations to Data centres.
- 6. The bidder has to make his own arrangement to fulfil all delivery formalities like Road permit, entry tax etc. and should not involve OICL in these activities.
- 7. The warranty / Annual Maintenance Contract for Hardware (Router) shall include
 - a) hardware replacement in full or part, depending on nature of hardware failure during entire period of contract
 - b) Warranty/AMC would cover upgrades/updates/maintenance patches/bug fixes available from the original software vendor for system software & firmware patches/bug fixes, if any, for hardware/software.
 - c) In case of repetitive hardware failure (three times in a quarter), it shall be replaced by equivalent new equipment by vendor at no extra cost to OICL.
- 8. The Service and Support shall include
 - a) Configuration/reconfiguration at the same location and/or any change of office location/premise as & when required to keep router in working condition for WAN network. For details refer clause 4.B.IV
 - b) Traffic Analysis for different application / services for branch location as & when required / requested.
 - c) To apply QoS during any bandwidth upgrade / downgrade for any branch.
 - d) Co-ordinate with field staff & report progress of fault resolution to Branch, Regional Office & Head Office. Update should be given on every 4 hours during working days.
 - e) If any branch is shifted to any new location or router is used for any new branch at any location, bidder has to configure the router for WAN connectivity without any extra cost. However transition of Router to new location / branch will be under purview of OICL.
 - f) The bidder must provide dedicated technical resources by way of two Network support engineers at OICL HO for coordinating with our existing Sify centralized helpdesk and bidder's own helpdesk for TAC escalation on supplied routers and for performing day to day activities required on the Router such as QoS change request, IP accounting, monitoring / report generation etc. as required by OICL.
 - g) Vendor should provide onsite preventive maintenance as per OICL requirements.

9. During Digital Certificate renewal on router, bidder should give complete access of router to OICL or its authorised representative / vendor for digital certificate renewal. Post renewal, bidder may verify the configuration, change the access password & keep under their control.

*** Pls. be noted that existing configuration of router will be shared with successful bidder during implementation at office location.

3.12 Payment Terms

No payment shall accrue until after the performance guarantee bond envisaged in section §§ 3.6 has been furnished.

3.12.1 Equipment

OICL shall make full payment only after acceptance (after complete installation) of the equipments mentioned in the contract, to the entire satisfaction of OICL or any other agency nominated by them.

- 1. 70% of the equipment price shall be paid after delivery and on submission of delivery challan.
- 2. The remaining 30% of the equipment price shall be paid on satisfactory acceptance of the equipment. In case the installation and acceptance of the equipments is delayed or put off beyond 30 days of the receipt of the equipment by OICL due to express written instructions of OICL, this amount may be released to the bidder on his furnishing a necessary bank guarantee as per section §§ 6.3.

3.12.2 One Time Service Charges

OICL shall make full payment for any one time service components against successful implementation of the CISCO Routers and acceptance of the same by OICL or its authorized representative to its full satisfaction.

3.13 Currency of Payments

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

3.14 Change Orders

OICL may at any time, by a written order given to the bidder pursuant to section §§ 3.27 make changes within the general scope of the contract in any one or more of the following prior to the date of shipping:

i. Configuration or specifications of the equipment.



- ii. The service to be provided by the bidder.
- iii. Change in office address for delivery of equipment / provisioning of services.
- iv. Change in QoS parameters at any office location or across all office locations

If any such change causes an increase or decrease in the cost of, or the time required for the bidders performance of any part of the work under the contract, whether changed or not changed by the order, an equitable adjustment shall be made in the contract price or delivery schedule, or both and the contract shall accordingly be amended. Any claims by the bidder for adjustment under this clause must be asserted within thirty days from the date of the bidder's receipt of OICL's change order.

3.15 Contract Amendment

Subject to section §§ 3.17, no variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties.

3.16 Assignment

The bidder shall not assign, in whole or in part, his obligations to perform under the contract, to any other party or persons, except with OICL's prior written consent. The permission, if any, of OICL has to be taken before award of the contract.

3.17 Sub Contract

The bidder shall notify OICL in writing of all subcontracts awarded under the contract if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the bidder from any liability or obligation under the contract.

3.18 Delays in the bidder's performance

Delivery of the equipment and performance of service shall be made by the bidder in accordance with the time schedule specified by OICL in the contract. (Refer $\S\S5.1$ and $\S\S4.1.6$).

Any unexcused delay by the bidder in the performance of his delivery 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 or its sub-contractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the bidder shall promptly notify OICL in writing of the fact of the delay, its likely duration and its cause(s), before the scheduled delivery or provisioning date. OICL shall evaluate the situation after receipt of the bidders notice and may at their discretion extend the bidder's time for performance, in which case



the extension shall be ratified by the parties by amendment of the contract. If the bidder's request to delay the delivery of goods and performance of services is not found acceptable to OICL, the above mentioned clause would be invoked.

3.19 Liquidated Damages during Delivery, Installation & Warranty

Subject to section §§ 3.21, if the bidder fails to deliver any or all of the equipment and Services within the time period(s) specified in the contract, OICL shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 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 pursuant to section §§ 3.20.

Equipment that is reported to be down on a given date should be either fully repaired or replaced by temporary substitute (of equivalent configuration) within the time frame indicated in the Service Level Agreement (SLA) forming a part of the contract (section $\S\S$ 6.1). The reporting will be through a telephonic message or any other mode as OICL may decide.

Performance of services shall be within the norms specified in the Service Level Agreement (SLA) forming a part of the contract (section $\S\S 6.1$).

In case bidder fails to meet the above standards of maintenance, there will be a penalty in Indian rupees per day as specified in the SLA.

3.20 Termination for Default

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

- i. If the bidder fails to deliver any or all of the equipment and services within the time period(s) specified in the contract, or any extension thereof granted by OICL pursuant to section §§ 3.18, OR
- ii. If the bidder fails to perform any other obligation(s) under the contract

In the event OICL terminates 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, equipment and services similar to those undelivered and the bidder shall be liable to OICL for any excess costs for such similar equipment and services. However, the bidder shall continue performance of the contract to the extent not terminated.



3.21 Force Majeure

Notwithstanding the provisions of section $\S\S$ 3.18, $\S\S$ 3.19 & $\S\S$ 3.20 the bidder shall not be liable for forfeiture of his performance security, liquidated damages or termination for default, if and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of Force Majeure.

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

If a Force Majeure situation arises, the bidder shall promptly notify OICL in writing of such conditions and the cause thereof. Unless otherwise directed by OICL, the bidder shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

3.22 Termination for Insolvency

OICL may at any time terminate the contract by giving written notice to the bidder, without compensation to the bidder, if the bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to OICL.

3.23 Termination for Convenience

OICL may by a written notice sent to the service provider in advance, terminate the contract, in whole or in part at any time of his convenience. The notice of termination shall specify that termination is for OICL's convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

In case of termination for convenience by OICL, the bidder will have to refund any advance service fees paid by OICL to the extent of the unused service period on a pro-rata basis.

3.24 Arbitration

OICL and the bidder shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute, arising between them under or in connection with the contract.

If, after thirty (30) days from the commencement of such informal negotiations, OICL and the bidder have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism specified below.

In the case of a dispute or difference arising between OICL and the bidder relating to any matter arising out of or connected with this contract, such dispute or difference shall be referred to the award of two arbitrators, one arbitrator to be nominated by OICL and the other to be nominated by the bidder or in case of the said arbitrators not agreeing, then to the award of an umpire to be appointed by the arbitrators in writing before proceedings to the reference, and in case arbitrators cannot agree to the umpire, he may be nominated by the Arbitration Council of India/ Institution of Engineers, India. The award of the arbitrators, and in the event of their not agreeing, of the umpire appointed by them or by the Arbitration Council of India/ Institution of Engineers, India shall be final and binding on the parties.

The Indian Arbitration Act, 1966, the rules there under and any statutory modification or re-enactments thereof made till the date of signing of contract, shall apply to the arbitration proceedings.

The venue of arbitration shall be the place from where the contract is issued i.e. Jurisdiction of Delhi High Court.

3.25 Governing Language

The contract shall be written in the language of the bid, as specified by OICL in the instructions to bidders. Subject to section §§ 3.26, that language version of the contract shall govern its interpretation. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in that same language.

3.26 Applicable Law

The contract shall be interpreted in accordance with the Indian Laws.

3.27 Notices

Any notice by one party to the other pursuant to the contract shall be sent in writing or by e-mail and confirmed in writing to the address specified for that purpose in the contract.

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

3.28 Back up support

Bidder shall furnish details of the back-up engineering and network support that will be available to OICL. If the maintenance of the equipment, after expiry of the warranty period, is taken over either by OICL or any other person/ agency to be nominated by OICL, the bidder shall be responsible for

provisioning of spare parts and back-up maintenance support required by OICL or that agency and shall continue to make available the spare parts.

3.29 Power Tolerance

The equipment must be capable of withstanding power failures and must not get damaged due to 'trip-outs'. It should be capable of withstanding permissible voltage and frequency variations without any damage to equipment or loss of information.

The equipment should automatically restart functioning normally on restoration of power after a power breakdown.

3.30 Technical Data

Bidder shall furnish a copy of the technical specifications for all the components of the equipment. These specifications shall be recognized as "STANDARD" for the purpose of measuring performance.

3.31 Price fall

The prices charged for the equipment/services supplied under the contract by the bidder shall in no event exceed the lowest price at which the bidder sells the equipment and services or offers to sell equipment and services of identical description to any persons/ organizations including OICL or any department of the central or state government or any statutory undertaking of the central or state government as the case may be during the currency of the contract.

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

3.32 Delivery

The equipment and services specified in the schedule section $\S\S4.1.6$ are required to be provisioned by the bidder within the period indicated in the notification of award.



3.33 Passing of Property

Ownership shall not pass to OICL unless and until the equipment and services have been delivered, installed and accepted, in accordance with the conditions of the contract to the entire satisfaction of OICL and OICL has made payment for such equipment to the bidder. Necessary insurance covers should be taken by the bidder to protect his supplies till such time the transfer of property takes place as said above.

3.34 Engineering Changes

The bidder agrees to incorporate all hardware, network technology, and software (upgrades) changes to the equipment, announced by him from time to time keeping in view the advancement in technology, shortcomings of the system and any changes required for improving the overall efficiency of the system, at a mutually agreed price, if any.

3.35 Prices

The prices quoted for the equipment and services shall be firm throughout the period of contract and shall not be subject to any escalation.

3.36 Deduction

Payments, as envisaged in section §§ 3.12, shall be subject to deductions (such as TDS) of any amount, for which the bidder is liable under the agreement against this tender.

3.37 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 equipment and services to OICL. However, Octroi & local levies (if any), in respect of transaction between OICL and bidder, will be reimbursed by OICL, on submission of proof of actual transaction. If there is any reduction in duties due to any reason whatsoever, after Notification of Award, the same shall be passed on to OICL.

In case of requirement of entry permits (e.g. Form 32 in U.P.), in any state or district, the bidder has to arrange it himself. OICL will however give necessary assistance wherever required. All the required documentation like Proforma Invoices etc. should be furnished well in time for obtaining such permits.



3.38 Insurance

The equipment and services supplied under the contract shall be fully insured by the bidder against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery and installation. The insurance shall be obtained by the bidder naming OICL as the beneficiary, in an amount equal to 100% of the invoiced value of the goods on "all risks" basis (including war risks and civil riots clauses). The period of insurance shall be up to the date the supplies are accepted and the rights of the property are transferred to OICL.

3.39 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 the works are finally accepted.

3.40 Continuing support

The bidder shall provide adequate and appropriate support and participation for the equipment and services supplied by him, on a continuing basis.

3.41 Satisfactory Complimentary Performance

The bidder shall, notwithstanding anything stated in section §§ 3.6, §§ 3.7 & §§ 3.11, ensure satisfactory performance of all equipment and services to the specifications in the contract and further undertake to reimburse OICL or any agency nominated by OICL, all payments made in pursuance of this contract and such other cost as may be decided by mutual consent or by arbitrator as envisaged in section §§ 3.24, if the equipment and services do not perform to committed standards thus materially affecting the installation of equipment and services.

3.42 Manuals, Data and Information

Complete information relating to installation, maintenance, service, support, and troubleshooting of equipment and services should be supplied by the bidder.

3.43 Inspection, Testing

If necessary, the bidder will be required to furnish such facilities as will be necessary for inspection of equipment before dispatch at his or his associate works and also for witnessing such tests, as are

The state of the s

The Oriental Insurance Company Limited

done at the works, as required by OICL. The bidder shall give sufficient notice regarding the dates proposed for such tests to the inspecting agency.

3.44 Service Continuity

In the event of expiration or termination of the contract, the bidder shall ensure continuity of service to OICL till such time as OICL informs the bidder in writing about the discontinuation of services. Payment for these services, if extending beyond the contract period, shall be made by OICL on pro-rata basis.

The bidder shall be responsible for ensuring a proper handover of equipment along with required technical details (and spares, if any) to OICL or its authorized representative(s). The bidder shall at his own cost facilitate a smooth transition of services from the bidder's network to any other network (owned or rented by OICL) as required by OICL.

3.45 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.

3.46 Confidentiality

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

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

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



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

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

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

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

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

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 TECHNICAL AND COMMERCIAL BID

4.1 Technical Bid

4.1.1 Bid Particulars

Name of the bidder Address of the bidder			
Details about the WAN equipment Equipment description WAN Network Equipment: Cisco Routers	•	ddress of	Place of manufacture
Any others (Please Specify)			
Maintenance and service facilities of bidder Availability of spare parts Bidder's proposal number and			
date			and the same Paradical state of
Contact details of the officer to Name	whom all referei	nces shall be n	nade regarding this tender:
Designation			
Address			
Telephone			
Fax			
E-mail address			
Witness			Bidder
Signature		Signature	
Name		Name	
Designation		Designation	
Address		Address	
Company		Company	
Date		Date	



4.1.2 Bid Letter (Technical) Template

Date: dd/mm/yyyy

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/Router/2012/01 dated 25th June 2012

Sir,

We hereby declare:

- i. That we are System Integrator, Service provider and are in CISCO Router Business for last five financial years.
- ii. That we are the authorized agents of the manufacturers of the networking equipment proposed in our solution.
- iii. That we are equipped with adequate network infrastructure to offer the proposed services and our network operations centre is open for inspection by the representatives of The Oriental Insurance Company Limited.
- iv. That we / our principals (manufacturer) are equipped with adequate maintenance and service facilities within India for supporting the offered equipment. Our maintenance and service facilities are open for inspection by representatives of The Oriental Insurance Company Limited.

We hereby offer to supply the equipment and provide the services at the prices and rates mentioned in the attached commercial bid.

We do hereby undertake that, in the event of acceptance of our bid, the supply of equipment and commencement of services shall be made as stipulated in the schedule of delivery forming a part of the attached technical bid.



We affirm that the prices quoted are inclusive of delivery, installation, and commissioning charges and all sales/service taxes. (Octroi and any local levies will be charged on actual on submission of proof of remittance.)

We enclose herewith the complete Technical Bid as required by you. This includes:

- 1. Bid particulars (§§ 4.1.1)
- 2. This bid letter (§§ 4.1.2)
- 3. Technical details of equipment and services offered (§§ 4.1.3)
- 4. Statement of deviation from requirement specifications (§§ 4.1.4)
- 5. Statement of deviation from tender terms and conditions (§§ 4.1.5)
- 6. Schedule of delivery (§§ 4.1.6)
- 7. Warranty (§§ 4.1.7)
- 8. Manufacturer's authorization form(s) (§§ 4.1.8)
- 9. Response to requirement specifications (§§ 4.1.9).

We agree to abide by our offer for a period of 90 days from the last date of submission of commercial bid prescribed by OICL and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and conditions of the tender and the conditions of the contract applicable to the tender. We do hereby undertake to provision as per these terms and conditions.

i. The deviations from the requirement specifications of tendered items and schedule of requirements are only those mentioned in §§ 4.1.4.

OR (Strike out whatever is not applicable)

There are no deviations from the requirement specifications of tendered items and schedule of requirements.

ii. The deviations from the terms and conditions of the tender are only those mentioned in $\S\S4.1.5$.

OR (Strike out whatever is not applicable)

There are no deviations from the terms and conditions of the tender.

We hereby certify that the Bidder is a Company and the person signing the tender is the constituted attorney.



	antee issued by (bank), valid till of Rupees Forty Lac is enclosed in the cover containing
, , ,	contract is prepared and executed, this bid, together ication of award of contract, shall constitute a binding
	Signature of Bidder (with official seal)
Date	
Name	
Designation	
Address	
Telephone	
Fax	
E-mail address	
Details of Enclosures:	
1.	
2.	
3.	
4.	
5. 6.	
7.	
8.	
9.	
10.	



4.1.3 Technical details of Equipment and Services Offered

The list of all equipment and services (charged or otherwise) should be specified by the bidder in the format given below. Please refer to section $\S\S 4.1.9$ and $\S\S 5$ while completing this form.

Item No.	Item Offered *	Qty. *	Detailed Specifications**	Remarks***
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

Witness		Bidder
	Signature	
	Name	
	Designation	
	Address	
	Company	
	Date	
	Witness	Signature Name Designation Address Company

^{*} See section $\S\S 4.1.9$ and section $\S\S 5$.

^{**} Attach detailed product literature and provide unambiguous reference to the attachment.

^{***} If the specification of any offered item is different from that required in §§ 4.1.9, a brief description of the deviation should be indicated in the 'Remarks' column above.



4.1.4 Statement of Deviation from Requirement Specifications

Date: dd/mm/yyyy

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/Router/2012/01 dated 25th June 2012

Sir,

There are no technical deviations (null deviations) from the requirement specifications of tendered items and schedule of requirements. The entire work shall be performed as per your specifications and documents.

OR (Strike out whatever is not applicable)

Following is the exhaustive list of technical deviations and variations from the requirement specifications of tendered items and schedule of requirements. Except for these deviations and variations, the entire work shall be performed as per your specifications and documents.

S. No.	Section No.	REQ No.	Page No.	Statement of deviations and variations
1.				
2.				

	Witness		Bidder
Signature		Signature	
Name		Name	
Designation		Designation	
Address		Address	
Company		Company	
Date		Date	



4.1.5 Statement of Deviation from Tender Terms and Conditions

Date: dd/mm/yyyy

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/Router/2012/01 dated 25th June 2012

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
1.				
2.				

Witness		Bidder
Signature	Signature	
Name	Name	
Designation	Designation	
Address	Address	
Company	Company	
Date	Date	



4.1.6 Schedule of Delivery

Item No. (§§ 4.1.3)	Item Offered (§§ 4.1.3)	Delivered at (Office address as per §§ 5 and §§ 6.6)	Scheduled Date of Supply of equipment / Commencement of service	Scheduled Date of Acceptance Test
		notification of award ement of service for	. Indicate in separate ro each site.	ows dates for supply of
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				

	Witness		Bidder
Signature		Signature	
Name		Name	
Designation		Designation	
Address		Address	
Company		Company	
Date		Date	



4.1.7 Warranty

We warrant that the equipments supplied under the contract are newly manufactured, free from all encumbrances, defects and faults in material or workmanship or manufacture, shall be of the highest grade and quality, shall be consistent with the established and generally accepted standards for materials of the type ordered, shall be in full conformity with the specifications, drawings of samples, if any, and shall operate as designed. We shall be fully responsible for its efficient and effective operation. We also warrant that the services provided under the contract shall be as per the Service Level Agreement (SLA) with OICL. This warranty shall survive inspection of and payment for, and acceptance of the Equipment and Services, but shall expire Twelve (12) months after their successful installation and acceptance by The Oriental Insurance Company Limited.

We warrant that all services to be provided under the contract shall be as per our Service Level Agreement (SLA) with OICL. This warranty on services provided shall remain valid for the entire duration of the services contract from the date of acceptance by OICL.

The obligations under the warranty expressed above shall include all costs relating to labour, spares, maintenance (preventive as well as unscheduled), and transport charges from site to manufacturer's works / service facilities and back for repair or modification or replacement at site of the equipment or any part of the equipment, which under normal care and proper use and maintenance proves defective in design, material or workmanship or fails to operate effectively and efficiently or conform to the specifications and for which notice is promptly given by OICL to us (bidder). We shall provide on-site support for all the equipment and services supplied hereunder during the period of this warranty (12 months after acceptance for equipment and entire service period for services).

	Witness		Bidder
Signature		Signature	
Name		Name	
Designation		Designation	
Address		Address	
Company		Company	
Date		Date	

Company Seal

Note: This warranty should be given on the letterhead of the Bidder.



4.1.8 Manufacturer's Authorization Form

Date: dd/mm/yyyy

To,

Company Seal

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/Router/2012/01 dated 25th June 2012

Sir,		
We	, (name and address of the n	manufacturer) who are established and
reputed manufacturers o	of having factori	ies at (addresses
of manufacturing location	ons) do hereby authorize M/s	(name and address
of the bidder) to bid, r	negotiate and conclude the contract v	with you against the above mentioned
tender for the above equ	uipment manufactured by us.	
Yours faithfully,		
Signature Name	/s(Nai	<u> </u>
Address Date		

Note: This letter of authority should be on the letterhead of the concerned manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer.



4.1.9 Requirement Specifications

Refer section §§ 2.1, §§ 2.2, before completing this section

		Requirement Specification Support and Services Frequired to design, commission, configure, and manage the	Compliance	Detailed Response
other	supplie	ed equipment and services).		
A.01	М	Service Provider Network The bidder is required to manage at least 100 customer support centres spread across India and having capability to provide service at the OICL office locations. Provide a network map of the bidder's existing customer Support Centres with details. Also, provide details about the service centres where the bidder has employees in the template provided below: Service Centres refers to bidder's Customer Support Centres managed by bidder and capable of providing Cisco Routers support		



Req No	Classification	Requiremer	nt Specification				Compliance	Detailed Response
A Ne	etwork S	Support and Se	ervices					
Template	e for Detai	iled Response to A	A.01					
S. No.		Service Centre Name ³	Full Address (with city, state, & PIN)	City	Operational Since	Type/Cla Centre (p definition type/clas	of	Provide details about Network monitoring tools and engineer (if any) deployed at the Service Centre
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
#Templat	*Template for Annexure to Detailed Response to A.01							
Definit	tions of	f Type of Ser	vice Centres					

Tender No. OICL/HO/ITD/ROUTERS/2012/1 Dated 25th June 2012



Red No	ompo yo Classification	Requirement Specification Support and Services	Compliance	Detailed Response
A.02	М	The required service level, and required time-line for commissioning in each Office is as given in section §§ 5.1 (Regional Offices & OSTC in §§ 5.1.1, Divisional & Branch Offices, Extension Counters and Dealer Locations in §§ 5.1.2,). The bidder is required to confirm feasibility of these requirements and provide detailed response in the template described in the next REQ (A.03).		
A.03	М	Provide detailed network for the proposed Service for OICL. Provide location wise details about the support centre proposed in the template provide below (Refer to §§ 6.6 for the list of offices with address.):		



A	Req No	Classification	Requirement Support and Ser	: Specification vices			Compliance	Detailed Response
	Temp	late for De	etailed Response to	A.03				
	Office	Code	Office Name	Router proposed (model).	Quantity of Router	Connected To Bidder's Service Cen	ntre	Service Centre Distance
	1100	000	MRO-1					
	1200	000	MRO-2					
	•••		Other offices – refer §§ 5.1					
1								



Red No	omp yo Classification	Requirement Specification Support and Services	Compliance	Detailed Response
A.04	M	Policy based QoS – backed by SLA. Policy based quality of service has been configured in the routers. The details are as under The traffic prioritization configured is: INLIAS Application Traffic – Highest Priority; Voice Traffic – Medium High Priority; E-mail traffic – Medium Low Priority; Other applications – Least Priority; Provide details about how the above QoS provisioning will be achieved in the proposed network equipments. These details need to be supported by adequate technical literature		
A.05	М	IPSec Encryption The OICL WAN traffic needs to travel encrypted on the service providers network. For this, IPSec based 3DES/AES encryption should be enabled between the OICL access routers and OICL data centre router. Configuration and testing at OICL access router is responsibility of bidder with the help of existing vendor.		



Req No	Classification	Requirement Specification	Compliance	Detailed Response
A Ne	etwork S	Support and Services		
A.06	M	Centralized Network Management System The bidder is required to own and operate a centralized network management system for remote management and monitoring of the supplied Router setup. All supplied routers have to be managed by the bidder. Provide details about the NMS operated by the bidder. Support the details with screen-shots of the NMS. Provide details about the management aspects that will be catered to by the bidder's NMS. Describe the management control that is available to OICL.		



Req No	Classification	Requirement Specil	rication		Compliance	Detailed Response
В	Netwo	ork Equipment				
B.01	М	Access Router {red	quired total at 414 (30+384) offices	s}		
		CISCO 1941-SEC	/K9 for Regional offices and OSTC (Qty	: 30)		
		Product	Description	Qty		
		C1941-WAASX- SEC/K9	Router Bundle-C1941,WAASX-Sec License, Max Mem, Perf Agent	1		
		S190UK9-15202T	Cisco 1900 IOS UNIVERSAL	1		
		HWIC-2T	2-Port Serial WAN Interface Card	1		
		WIC-1B-S/T-V3	1-Port ISDN WAN Interface Card (dial and leased line)	1		
		CAB-ACSA	AC Power Cord (India/South Africa), C13, BS 546, 1.8m	1		
		CAB-SS-V35MT	V.35 Cable, DTE Male to Smart Serial, 10 Feet	2		
		CAB-CONSOLE-USB	Console Cable 6 ft with USB Type A and mini-B	1		
		FL-C1941-WAASX	WAASX Feature License PAK(Paper) for 1941	1		
		MEM-1900- 512U2.5GB	2.5GB DRAM (2GB+512MB) for Cisco 1941 ISR	1		
		PWR-1941-AC	Cisco 1941 AC Power Supply	1		
		FL-C1900-PA	Cisco 19xx Performance Agent	1		
		ISR-CCP-EXP	Cisco Config Pro Express on Router Flash	1		
		MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	1		
		SL-19-IPB-K9	IP Base License for Cisco 1900	1		
		SL-19-SEC-K9	Security License for Cisco 1900	1		



Req No	Classification				Compliance	Detailed	
Re	Ö	Requirement Specif	Requirement Specification				
В	Netwo	ork Equipment					
			EC/K9 for Divisional/ Branch/Extension ter/Dealer locations (Qty: 384)	n			
		Product	Description	Qty			
		CISCO1921-SEC/K9	Cisco1921/K9 with 2GE, SEC License PAK, 512MB DRAM, 256MB Flash	1			
		S190UK9-15202T	Cisco 1900 IOS UNIVERSAL	1			
		FL-C1921-WAASX	WAASX Feature License PAK (Paper) for 1921	1			
		HWIC-2T	2-Port Serial WAN Interface Card	1			
		WIC-1B-S/T-V3	1-Port ISDN WAN Interface Card (dial and leased line)	1			
		CAB-ACSA	AC Power Cord (India/South Africa), C13, BS 546, 1.8m	1			
		CAB-SS-V35MT	V.35 Cable, DTE Male to Smart Serial, 10 Feet	2			
		CAB-CONSOLE-USB	Console Cable 6 ft with USB Type A and mini-B	1			
		ACS-1900-RM-19	Rack Mount Kit for 1921, 1905	1			
		ISR-CCP-EXP	Cisco Config Pro Express on Router Flash	1			
		SL-19-IPB-K9	IP Base License for Cisco 1900	1			
		SL-19-SEC-K9	Security License for Cisco 1900	1			
B.02	М	Manufacturer Sup	ported Equipment –				
		The support availabe the ability to accept ability to assign a cability to respond with time of notificate establish a single porprovide comprehens direct support option local support infrassigned human resort proposed in the bid.					

Req No S Classification	Requirement Specification	Compliance	Detailed Response
C.01 M	The bidder shall provide comprehensive on-site support for all the equipment and services supplied during the service period. The support should also include loading / reloading, configuration / reconfiguration of software viz. Device drivers, and any other software required for OICL functioning. Support also includes integration / disintegration / reinstallation / uninstallation / dismantling of hardware/software/configuration etc. The bidder shall provide dedicated help-desk support to all OICL offices through a local telephone call, email and an online dedicated portal for OICL. Call tracking reports from the help-desk should be made available online to OICL. In the online portal, Call/Incident reopen facility should be provided to Offices. The bidder shall provide a dedicated Project Manager having 3-5 years experience in Supervisory/Managerial level and technically qualified (bidders PM with adequate fallback) for maintenance & monitoring of the IT infrastructure of OICL. The Project Manager will be stationed at OICL, HO. The team includes 2 Helpdesk Network Engineers with centralized portal access, sufficient PCs, 1 STD Phone. (The persons will be decided / deputed in consultation with HO IT Incharge).		

Req No	S S Classification	Requirement Specification res	Compliance	Detailed Response
		Provide details about the qualification and experience of the proposed engineers. The bidder will have quarterly review meeting with HO and RO IT and MOM to be sent to OICL HO. Service Period The service period shall include one year warranty and four years on annual renewable basis post warranty paid service (AMC) for all equipment supplied. (Total Five years) However, the bidder is required to commit to providing the Cisco Router Support services to OICL for an additional period of two years (that is a total commitment of seven years)		
C.02	М	Installation and Commissioning of the Network on Turnkey basis The bidder will have to install, configure, and commission the router based on system design approved by OICL. The bidder shall be responsible for configuration and integrated testing of the CISCO Routers with existing WAN Network. Provide a draft system design document OR a table of contents of the system design document. The final system design document will be mutually approved. Also, provide a draft project plan for the		

\perp	Classification	Requirement Specification	Compliance	Detailed Response
C Se	ervic	commissioning of the proposed routers.		
		The bidder is also required to designate a dedicated project management team headed by an experienced project manager that will be responsible for successful implementation of the project. Provide details about the likely composition of the project management team along with detailed resumes of the likely team members.		
C.03	М	The successful bidder will have to conduct acceptance tests on the commissioned equipment & services in presence of OICL representatives. The acceptance tests will be conducted as per test plans approved by OICL. The acceptance tests should include verification of documentation for equipment start-up procedures; shutdown procedures; configuration; QoS provisioning; ISDN failover testing and testing of all redundancies — verification of documented failing-over and restoring procedures (all redundancies will have to be enabled and tested). Provide draft acceptance test procedures will be discussed and mutually approved.		

Req No	Requirement Specification ices	Compliance	Detailed Response
C.04 M	Network Management The successful bidder will have to manage the routers for a period of five years and provide a commitment for a period of two years after that (total seven years). Provide and Support Cisco routers in OICL network. The approach paper should describe the following aspects (not an exclusive list) of network management in detail: 1. Management of routers at OICL offices 2. Configuration Management of routers at OICL offices 3. Authentication requirements for administration 4. DHCP on OICL access routers 5. Management of IPSec encryption between OICL offices 6. Implementation of OICL Security Policy elements relevant to the network i.e., policies for ACL and establishment of encryption. OICL will provide its Security Policy to the bidder at the time of implementation. 7. SLA monitoring & reporting 8. Trouble ticketing & escalation 9. Change management 10. Any other services provided by the bidder Also provide details, along with resumes, of the likely composition of the core team that will be responsible for the management of proposed CISCO Routers.		
C.05 M	SLA – Submit a draft SLA. The SLA should ensure network availability and onsite support resolution times as indicated in section		



Req No	Requirement Specification	Compliance	Detailed Response
C Service Serv	§§ 5.1. The SLA should cover all aspects described in A. The SLA should cover the QoS as defined in A.04. The SLA should include detailed performance measurement and reporting procedures. The SLA should have financial penalties for non-performance. The penalty for access links should be a minimum fine/service credit equal to 0.5% of the annual charges for every 0.5% (or part) short-fall in performance for each location. Overall uptime below 95% can lead to termination of contract and forfeiture of Performance Bank Guarantee. Submission of the SLA along with the bid does not constitute OICL's acceptance of the terms of the SLA. OICL reserves the right to negotiate and enhance the terms of the SLA with the bidder at any stage before placing order. The SLA must be signed by the person with proper authority to bind the company as a 'Constituted attorney of the company'. Bidder must clearly indicate the same in the draft SLA.		



	Classification	Requirement Specification es	Compliance	Detailed Response
C.06 M	M	On-line & Telephonic Customer Support The bidder should have a comprehensive online support (24x7) mechanism for trouble ticketing and network management. Provide screen shots and details about the on-line customer support available to OICL. The bidder should also have toll free telephonic support. Provide contact details for each OICL office location.		

	Witness		Bidder
Signature		Signature	
Name		Name	
Designation		Designation	
Address		Address	
Company		Company	
Date		Date	



4.2 Commercial Bid

4.2.1 Bid Particulars

Name of the bidder Address of the bidder		
Address of the bluder		
Details about the Network ed Equipment description	quipment (Cisco Routers) & service Name & address of manufacturer(s)	
WAN Network Equipmer Cisco Route	nt:	
Any others (Please Specif	ý)	
Maintenance and service faciliti of bidder	es	
Availability of spare parts		
	nd	
	to whom all references shall be n	nade regarding this tender:
Name	to whom an references shall be in	nade regarding this tender.
Designation		
Address		
Telephone		
Fax		
E-mail address		
Witness		Bidder
Signature	Signature	
Name	Name	
Designation	Designation	
Address	Address	
Company	Company	
Date	Date	



4.2.2 Bid Letter (Commercial) Template

Date: dd/mm/yyyy

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/Router/2012/1 Dated 25th June 2012

Sir,

We hereby declare:

- i. That we are System Integrator, Service provider and are in CISCO Router Business for last five financial years.
- ii. That we are the authorized agents of the manufacturers of the networking equipment proposed in our solution.
- iii. That we / our principals (manufacturer) are equipped with adequate maintenance and service facilities within India for supporting the offered equipment. Our maintenance and service facilities are open for inspection by representatives of The Oriental Insurance Company Limited.

We hereby offer to supply the equipment and provide the services at the prices and rates mentioned in the attached commercial bid.

We do hereby undertake that, in the event of acceptance of our bid, the supply of equipment and commencement of services shall be made as stipulated in the schedule of delivery forming a part of the attached technical bid.

We affirm that the prices quoted are inclusive of delivery, installation, and commissioning charges and all sales/service taxes, Octroi and any local levies .

We enclose herewith the complete Commercial Bid as required by you. This includes:

1. Bid particulars (§§ 4.2.1)



- 2. This bid letter (§§ 4.2.2)
- 3. Statement of commercial deviation (§§ 4.2.3)
- 4. Summary of cost of equipment and services offered (§§ 4.2.4)
- 5. Details of cost of equipment and services offered (§§ 4.2.5)
- 6. Other charges (§§ 4.2.6)
- 7. Summary of per unit cost of buy-back item (§§ 4.2.7)

We agree to abide by our offer for a period of 90 days from the last date of submission of commercial bid prescribed by OICL and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and conditions of the tender and the conditions of the contract applicable to the tender. We do hereby undertake to provision as per these terms and conditions.

i. The deviations from the requirement specifications of tendered items and schedule of requirements are only those mentioned in §§ 4.1.4.

OR (Strike out whatever is not applicable)

There are no deviations from the requirement specifications of tendered items and schedule of requirements.

ii. The commercial deviations of tendered items are only those mentioned in §§ 4.2.3.

OR (Strike out whatever is not applicable)

There are no commercial deviations.

iii. The deviations from the terms and conditions of the tender are only those mentioned in $\S\S4.1.5$.

OR (Strike out whatever is not applicable)

There are no deviations from the terms and conditions of the tender.

We hereby certify that the Bidder is a Company and the person signing the tender is the constituted attorney.

Bid Security in the form of a Bank Guarantee issued by ______ (bank), valid till ___/___ (dd/mm/yyyy), for an amount of Rupees Forty Lac is enclosed in the cover containing pre-qualifying requirements.



We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.

	Signature of Bidder (with official seal)
Date	
Name	
Designation	
Address	
Telephone	
Fax	
E-mail address	

Details of Enclosures:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.



4.2.3 Statement of Commercial Deviation

Date: dd/mm/yyyy

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/Router/2012/1 Dated 25th June 2012

Sir,

There are no deviations (null deviations) from the requirement specifications of tendered items and schedule of requirements and hence there are no commercial deviations. The entire work shall be performed as per your specifications and documents.

OR (Strike out whatever is not applicable)

Following is the exhaustive list of commercial deviations and variations from the exceptions to the specifications and documents for the above mentioned tender. Except for these deviations and variations, the entire work shall be performed as per your specifications and documents.

S. No.	Section No.	REQ No.	Page No.	Statement variations	of	deviations	and
1.							
2.							

	witness		Bidder
Signature		Signature	
Name		Name	
Designati		Designation	
on		_	
Address		Address	
Company		Company	
Date		Date	



4.2.4 Summary of the Cost of Equipment and Services Offered

S. No	Section*		Total Price				
			(in rupees)**				
I.		Costs					
1.	4.2.5.1 A	One Time Charges for Routers (inclusive of installation)					
2.	4.2.5.1 B	Service & Support Charges for 5 Years					
3.	4.2.5.1 C	Post Warranty AMC Charges (4 years)					
II.		Total (All items above)					
III.	4.2.6	Other Charges (if any)					
IV.		Total Cost (Item II Plus III)					
V.	4.2.7	Buy Back cost of Equipment					
VI.		Total Cost (Item IV Minus V)					
Contract Price = Total Cost in Rupees (for three years)							
	(In Figures)						
	(In Words)						

^{*} Refer $\S\S$ 4.2.5. ** The cost break-up of the various items is as shown in the $\S\S$ 4.2.5

	Witness		Bidder
Signature		Signature	
Name		Name	
Designation		Designation	
Address		Address	
Company		Company	
Date		Date	



4.2.5 Details of Cost of Equipment and Services Offered

The number of items, item description, and item quantities should match the information provided in section $\S\S\ 4.1.3$. Any difference between the list of items and their quantities between this section and section $\S\S\ 4.1.3$ shall result in disqualification of the bid. The total prices quoted should be inclusive of all taxes, freight, insurance, and any other charges at the point of delivery. Provide all inclusive Equipment and Service costs.



4.2.5.1 One time charges of Equipment

S.NO.	Office Status	Equipment Offered	Basic Price	Warranty Charges for 12	Sales / Service Tax	Unit Price	Quantity (As per section				Price in Rupees	
				Months			<u>§§ 4.1.3</u>)	Year 1	Year 2	Year 3	Year 4	Year 5
			(a)	(b)	(c)	(d=a+b+c)	(e)	(f=e*d)				
A. O	ne Time Cha	arges (Equ	ipmer	nt – Rout	ers)							
	Refer to §§ 5.1.1 and §§ 5.1.2 for the list of locations, §§ 6.6 for the list of addresses. The price should be inclusive of all applicable taxes, duties, Octroi and local levies) for delivery at the address provided.											
1	RO & OSTC	CISCO 1941					30					
2	DO/BO /EC/Dealer	CISCO 1921					384					
Total	Total One Time Charges for Routers in Rupees											
	(In Figures)											
	(In Words)											

	Witness		Bidder
Signature		Signature	
Name		Name	
Designation		Designation	
Address		Address	
Company		Company	
Date		Date	

Company Seal

NOTE:

OICL shall examine the unit and extended prices in case of any difference in multiplication of the extended prices, the unit shall be considered as the basis for the order price. Discounts for extended quantities, if any, should be specifically mentioned.



4.2.5.2 Service and Support charges

S.NO.	Office Status	Equipment Offered	Basic Price	Warranty Charges for 12	es Service (As pe		(As per	Total Price in Rupees (for 414 Locations)				
				Months			§§ 4.1.3)	Year 1	Year 2	Year 3	Year 4	Year 5
D C	omico 9 Cur	nort Char	(a)	(b)	(c)	(d=a+b+c)	(e)	(f=e*d)				
D. 30	ervice & Sup	pport Char	ges (E	quipmen	it – Rou	iters)						
	to §§ 5.1.1 sive of all ap											
1	RO & OSTC	CISCO 1941					30					
2	DO/BO /EC/Dealer	CISCO 1921					384					
Total	Total One Time Charges for Routers in Rupees											
	(In Figures)											
	(In Words)											

	Witness		Bidder
Signature		Signature	
Name		Name	
Designation		Designation	
Address		Address	
Company		Company	
Date		Date	



4.2.5.3 Post Warranty AMC charges

S.NO.	Office Status	Equipment Offered	Basic Price	Warranty Charges for 12	Sales / Service Tax	Unit Price	Quantity (As per section			l Price in Rupees 414 Locations)		
				Months			§§ 4.1.3)	Year 1	Year 2	Year 3	Year 4	Year 5
			(a)	(b)	(c)	(d=a+b+c)	(e)	(f=e*d)				
C. P	ost Warrant	y AMC Cha	arges									
	Refer to §§ 5.1.1 and §§ 5.1.2 for the list of locations, §§ 6.6 for the list of addresses. The price should be inclusive of all applicable taxes, duties, Octroi and local levies) for delivery at the address provided.											
1	RO & OSTC	CISCO 1941					30					
2	DO/BO /EC/Dealer	CISCO 1921					384					
Total	Total One Time Charges for Routers in Rupees											
	(In Figures)											
	(In Words)											

	Witness		Bidder
Signature		Signature	
Name		Name	
Designation		Designation	
Address		Address	
Company		Company	
Date		Date	



4.2.6 Other Charges

S.	Description of Charges	Amount				
No.						
Tota	I Amount in Rupees (In Figures)					
	(In Words)					

Witness	Bidder
Signature	Signature
Name	Name
Designation	Designation
Address	Address
Company	Company
Date	Date



4.2.7 Summary of per Unit Cost of Buy-back Equipment

Item No.*	Item Description	Total Unit Price (In rupees)**
1.		
2.		
3.		

	Witness		Bidder
Signature		Signature	
Name		Name	
Designation		Designation	
Address		Address	
Company		Company	
Date		Date	



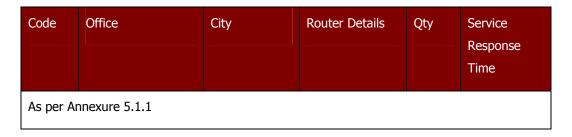
5 SCHEDULE OF REQUIREMENTS

5.1 Router Requirement

Refer to section $\S\S 6.6$ for addresses of these offices.

5.1.1 Regional Offices and OSTC

Target Date commissioning the Router at these offices is 14 weeks (Maximum) from the date of notification of award.





5.1.2 Divisional & Branch Offices, Extension Counters and Dealer locations

Target Date commissioning the Router implementation at these offices offices is 14 weeks (Maximum) from the date of notification of award.

Code	Office	City	Router Details	Qty
As per Anno	exure 5.1.2			



5.2 Equipment requirement

Refer section §§ 6.6 for delivery addresses

Item No.	Equipment Required	Quantity
1.	Access Routers (at Regional Office and OSTC)	30 units
2.	Access Routers (at Divisional & Branch Offices, Extension Counters and Dealer locations)	384 units
3.	Any other Accessories/Equipment	As required



5.3 Services requirement

Refer section $\S\S$ 4.1.9 for details about services requirements

Item No.	Services Required	
1.	Installation, implementation, configuration, of the Cisco Routers on for 414 OICL locations.	One Time
2.	Network Management	On Going
3.	Online Customer Support & Help Desk	On Going



5.4 Summary of Buy-Back Equipment

The items offered for buy-back are as under

Item No.	Services Required			
1.	Access Routers CISC			
	Product	Description	Qty	
	CISCO1760 SEC/K9	1760 Bndl w/VPN Mod,32MB Flash, IP Plus/FW/3DES	1	
	MOD1700-VPN	Cisco 1700 Series VPN Module	1	
	WIC-2T	2-Port Serial WAN Interface Card	1	414 units
	WIC-1B-S/T	1-Port ISDN WAN Interface Card(dial and leased line)	1	
	CAB-ACE	Power Cord Europe	1	
	S17C7HK9- 12211T	Cisco 1700 IOS IP/ADSL/FW/IDS PLUS IPSEC 3DES	1	
	CAB-SS-V35MT	V.35 Cable, DTE Male to Smart Serial, 10 Feet	2	

Addresses of various OICL offices are given in $\S\S$ 6.6 These addresses are referenced here by the corresponding office code in the template given below.

OICL Office Code (refer to § 6.6 for office addresses)	Office Code (refer to 6.6 for office addresses)	Brief Specification of equipment	Qty to be disposed



6 TEMPLATES & FORMS

6.1 Contract Form

THIS AGREEMENT made on this	day of	between The Oriental
Insurance Company Ltd. (hereinafter	"the Purchaser") of one	e part and "Name of Service Provider"
(hereinafter "the Service Provider") of	the other part:	
WHEREAS the Purchaser is desirous t	hat certain goods and a	ancillary services should be provided by
the Service Provider viz.,		to OICL and
has accepted a bid by the Service Prov	vider for the supply of th	nose equipment and services in the sum
of (Contract Price in Words and Figure	s) (hereinafter "the Conf	tract 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

Service Level Agreement (SLA)

The General Conditions of Contract

The Purchaser's Notification of Award

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

The purchaser hereby covenants to pay the Service Provider in consideration of the provision of the goods 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 Service Provider, are as under:

Item No.	Description of the Item	Quantity	Price per Unit*	Total Price	Payment Terms
* Brea	ak-up would be as per secti	on <u>§§ 4.2.5</u>			
Total Value	e:				
Delivery Se	chedule:		_		
	S whereof the parties here		_	to be execute	ed in accordance
Signed, "The Orien	Sealed and Delive		Signed, Seale M/s		Delivered for by it's
constitute Signature	d Attorney		constituted Atto	rney	
Name Designation			Decignation		
Address Company			Address Company		
Date			Date		
Company S	Seal		Company Seal		
Signature	Witness I		Signature	Witness II	
Name			Name		
Designation					
Address Company			Address		
Date			Date		



6.2 Proforma for Bank Guarantee for Contract - Performance Security

Reference No.	Date
Bank Guarantee No	
То,	
The Deputy General Manag	er
Information Technology Do	epartment
The Oriental Insurance Co	mpany Limited
2 nd Floor, Oriental House	
A-25/27, Asaf Ali Road	
New Delhi – 110 002	
25-June-2012 covering supply	ance of the Tender No. OICL/HO/ITD/ROUTERS/2012/1 Dated
	entered into between The Oriental Insurance Company Limited s (herein called the Service
	equest of the Service Provider, we
(Name of the Bank), are holding in	n trust in favour of the Purchaser, the amount of Rupees (write the sum herein words) to indemnify and keep
	y loss or damage that may be caused to or suffered by the
Purchaser by reason of any breach by	the Service Provider of any of the terms and conditions of the \ensuremath{T}
·	ance thereof. We agree that the decision of the Purchaser,
•	terms and conditions of the said contract and/ or in the
•	ted by the Service Provider and the amount of loss or damage
·	ne Purchaser shall be final and binding on us and the amount of aid by us forthwith on demand and without demur to the
Purchaser.	ald by us forthwith on demand and without deman to the
We	(Name of the Bank) further agree that the guarantee herein
contained shall remain in full force an	d effect during the period that would be taken for satisfactory
performance and fulfilment in all re-	spects of the said contract by the Service Provider i.e. till



(viz. the date up to 60 months after the date of successful commissioning and
acceptance by the purchaser) hereinafter called the said date and that if any claim accrues or arises
against us (Name of the Bank) by virtue of this guarantee
before the said date, the same shall be enforceable against us
(Name of the Bank), notwithstanding the fact that the same is enforced within six months' after the
said date, provided that notice of any such claim has been given to us
(Name of the Bank), by the Purchaser before the said date.
Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that
effect from the Purchaser.
The facility and analysis of the hole and th
It is fully understood that this guarantee is effective from the date of the said contract and that we
(Name of the Bank), undertake not to revoke this guarantee
during its currency without the consent in writing of the Purchaser.
We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or
disputes raised by the Service Provider in any suit or proceeding pending before any court or tribunal
relating thereto our liability under this present bond being absolute and unequivocal.
The payment so made by us under this bond shall be a valid discharge of our liability for payment
there under and the Service Provider shall have no claim against us for making such payment.
We (Name of the Bank), further agree that the Purchaser shall
have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the
terms and conditions of the said contract or to extend time of performance by the Service Provider
from time to time or to postpone for any time of from time to time any of the power exercisable by
the Purchaser against the said Service Provider and to forebear or enforce any of the terms and
conditions relating to the said contract and we, (Name of the
Bank), shall not be released from our liability under this guarantee by reason of any such variation or
extension being granted to the said Service Provider or for any forbearance by the Purchaser to the
said Service Provider or for any forbearance and/ or omission on the part of the Purchaser or any
other matter or thing what-so-ever, which under the law relating to sureties, would, but for this
provision have the effect of so releasing us from liability under this guarantee.



Provider.				
Date				
Place	Signature			
Witness	Printed Name			
(Bank's common seal)				

This guarantee will not be discharged due to the change in the constitution of the Bank or the Service

New Delhi - 110 002



6.3 Proforma for Bank Guarantee for 30% of Cost of Equipment

To,

The Deputy General Manager
Information Technology Department
The Oriental Insurance Company Limited
2nd Floor, Oriental House
A-25/27, Asaf Ali Road

Subject:	Guarantee Number	for	(Amou	unt).	Cove	ring
	equipment(s) / services _			supplied	to	the
	Purchaser.					
Reference:	Contract Number			placed	on	M/s
Whereas M/s _		_ one of our constitue	ents, (hereinafter	called the	e Ser	vice
Provider) have	agree to sell to you (hereinaft	ter referred to as "the	e Purchaser")		N	lo's.
of	(give descr	ription) as per cor	ntract No		_ da	ated
	(hereinafter called "	the said contract).				

AND WHEREAS according to the terms of said contract, it has been stipulated that payment of 30% of the Cost of Equipment would be made, provided that the Service Provider furnish to the Purchaser a Bank Guarantee from a Nationalized/ Scheduled Bank as per the norms laid by RBI, acceptable to the Purchaser for 30 per cent of the Cost of Equipment, valid for a period covering in full the guarantee period as the warranty clause of the said and forming part of the said contract.

AND WHEREAS the Service Provider has approached us to give the said Bank Guarantee on their behalf in your favour for an amount representing 30 percent of the Cost of Equipment which you have agreed to accept.

That in consideration of the promises and at the request of the said Service Provider we hereby irrevocably undertake and guarantee to pay to the Purchaser or at such other place as may be determined by you forthwith on demand and without any demur, any sum up to a maximum amount



Equipment dispatched under	the said contract in case ault in the performance) representing 30 percent of the Cost of the Service Provider make default in paying the ce, observance or discharge of the guarantee
_	ovider in the performan	hether any default has occurred or has been nce, observance or discharge of the guarantee
indulgence to the said Servic	e Provider to modify the	to grant or allow extension of time or give other ne terms and conditions of the contract with the nis guarantee or our liability hereunder.
• •	e Provider in any suit or p	v so demanded notwithstanding any dispute or proceeding pending before any court or Tribunal absolute and unequivocal.
	•	be a valid discharge of our liability for payment im against us for making such payment.
under the said contract, has i.e. for months coun	been paid and will rema	alance thirty per cent of the Cost of Equipment rain in full force and effect up toacing the stores in service, and, shall continue to (date), hereunder called the said
This guarantee will not be dis Provider.	charged due to the chan	nge in the constitution of the Bank or the Service
That no claim under this guar the Purchaser within the said		ned by us unless the same has been preferred by
Date		
Place		Signature
Witness		Printed Name

(Bank's common seal)



6.4 Bid Security Form

Whereas (hereinafter called 'the Bidder')	has
submitted its bid dated for the providing CISCO Routers and services to C	ICL
(hereinafter called "the Purchaser").	
KNOW ALL MEN by these presents that WE having our registered office (hereinafter called "the Bank") are bound unto the C	
(hereinafter called "the Purchaser") in the sum of Rupees for wl	nich
payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors assigns by these presents. Sealed with the Common Seal of the said Bank this day	
THE CONDITIONS of this obligation are:	
If the Bidder withdraws his bid during the period of bid validity specified by the bidder in the or	bid;
If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the pe of bid validity	riod
i. fails or refuses to execute the Contract Form, if required; or	
ii. fails or refuses to furnish the Performance Security, in accordance with instructions to Bidder.	the
We undertake to pay to the Purchaser up to the above amount upon receipt of its first writ demand, without the Purchaser having to substantiate its demand, provided that in demand the Purchaser will note that the amount claimed by it is due to it owing to occurrence of one or both of the two conditions, specifying the occurred conditions conditions.	its the
This guarantee will remain in force up to and including 45 days after the period of bid validity, any demand in respect thereof should reach the Bank not later than the above date.	and
(Authorized Signatory of the Ba	mk)



6.5 Bidder Profile

1.	Name & Address Of The Bidder	:	
2.	Location of Corporate Head Quarters	:	
3.	Date & Country Of Incorporation	:	
4.	Bidder Status (Public Ltd./ Private)	:	
5.	Number Of Employees - Total Number	:	
6.	Certification & Area Of Certification (ISO)	:	Section §§ 6.5.1
7.	Details Of The Project Taken in Last Five Financial Years	:	Section §§ 6.5.2
8.	Last Year Sales Turnover	:	
9.	Net Worth	:	
10.	Name & Address of Contact Person with Tel. No / Fax /e-mail	:	
11.	Items quoted	:	Section §§ 6.5.3
	E: - Please attach last year's financial results duly certified by the auditors alon Certificate of Incorporation.	ng w	vith an attested
Signa	ture		
Name	·		
Desig	nation		
Date			
	(Company Seal)		



6.5.1 Quality Certification for Products / Services (ISO)

Attach an attested copy of the valid certificates.

S. No.	Area of Certification	Certification	Certification Agency	Validity Period of the Certificate

Signature	
Name	
Designation	
Date	



6.5.2 Details of the Project taken in Last Five Financial Years

Refer §§ 2.7 point 8 for qualifying reference criteria.

SI. No.	Name, Designation, E- Mail, Postal Address, Telephone Number of Contact Person	of	Value	Date of Award of Contract	Date of completion	Reference to job completion certificate	Number of Locations
1.							
2.							
3.							
4.							
5.							

Signature	
Name	
Designation	
Date	



6.5.3 Items Quoted in the Tender

The list of all equipment and services (charged or otherwise) should be specified by the bidder in the format given below. Please refer to section $\S\S4.1.3$ while completing this form.

Item No.	Item Offered	Qty.	Remarks***
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

Signature	
Name	
Designation	
Date	

(Company Seal)

*** If the specification of any offered item is different from that required in §§ 4.1.9, a brief description of the deviation should be indicated in the 'Remarks' column above.



6.5.4 Non Blacklisting Declaration Form

То

The Chief 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/Router/2012/01 dated 25th June 2012 Madam, With reference to your above referred tender regarding supply, installation, maintenance and support of CISCO Router solution. We hereby confirm that we are not debarred / black listed by any State Govt or Central Government in India or any of its agencies or any PSU/BFSI as on the date of RFP and there has been no occasion of disassociation with any of our customers in India on account of delayed / defaulted deliveries or services. Signature Company Secretary (Name and other details) (Stamp) Date: Place:



6.6 List of Offices

6.6.1 Regional Office & OSTC addresses

S.No	Office Code	Туре	Office	Address	PIN	
As per Annexure 6.6.1						



6.6.2 Divisional & Branch Office, Extension Counters and Dealer locations addresses

S.No	Office Code	Туре	Office	Address	PIN		
As per Annexure 6.6.2							