

# **The Oriental Insurance Company Limited**

Head Office, New Delhi



**Request for Proposal**

## **Empanelment of Information Technology Consultants**

(Ref No: Tender No. OICL/HO/ITD/IT-CONSULTANT/2018-1 Dated 27.12.2018)

**Information Technology Department  
The Oriental Insurance Company Limited  
2nd Floor, Oriental House  
A-25/27, Asaf Ali Road, New Delhi – 110 002  
CIN-U66010DL1947GOI007158  
[www.orientalinsurance.org.in](http://www.orientalinsurance.org.in)**

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The Oriental Insurance Company Limited

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(Non – Transferable)  
Receipt

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Tender No. OICL/HO/ITD/IT-CONSULTANT/2018-1 Dated 27.12.2018

Serial No: \_\_\_\_\_

Date of Issue: \_\_/\_\_/\_\_

Tender Form Issued To: \_\_\_\_\_

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Received Payment Vide Demand Draft / Pay Order No \_\_\_\_\_ dated \_\_/\_\_/\_\_ for 5000/- issued by  
\_\_\_\_\_ (bank).

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

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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 and demonstration for the purposes of clarification of the bid, if so desired by OICL. OICL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

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## Definition and Acronyms

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 attachments and annexure thereto and all documents incorporated by reference therein
Bidder	The bidder should be a Company / firm / LLP having its registered offices in India. It should also be registered with the GST Authorities, and should be registered with the appropriate authorities for all applicable statutory taxes/duties, and should have been in operation for the last five years.
Service	Service refers to the services specified in the RFP which the bidder is required to supply to OICL under the contract.
Acceptance of Tender	The letter/ fax or any memorandum communicating to the bidder, the acceptance of his tender and includes an advance acceptance of his tender
RFP	Request for Proposal
BO, DO, RO, & HO	Branch Office, Divisional Office, Regional Office, and Head office of OICL.
INLIAS	Integrated non-life insurance application system (Core Insurance Business application for OICL)
UAT	User Acceptance Testing
ATR	Acceptance Test Report
DC & DR	Data Centre and Disaster Recovery
SLA	Service Level Agreement

# 1 INTRODUCTION

## 1.1 About the Company

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

OICL has its Head Office at New Delhi, Primary Data Centre (PDC) at Bengaluru & Secondary Data Centre (SDC/DR) at Navi Mumbai, 31 Regional Offices in various cities, Oriental Staff Training Colleges (OSTC) at Faridabad and Chennai, 340+ Divisional Offices, 500+ Branch Offices, Regional Training Centers, 28 Claims Service centers, 32 TP Hubs and 900+ Business Centers/micro offices geographically spread out across India.

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

The company has issued more than 12 million policies in the year 2017-18. The Company has more than 100 general insurance products to cater to the varied insurance needs of its customers. It also has a strong workforce of about 15,000 employees and over 40,000 agents. The Company has a web portal for use of its customers, Agents and other stake holders with a provision for premium calculator, payment gateway and online issuance/renewal of policies.

To bring uniformity, security and centralized access OICL has adopted integrated non-life insurance application software, named INLIAS, with the help of its technology partner, M/s 3i-Infotech. The INLIAS application serves the business requirements of OICL including underwriting, accounting, claims processing, report generation and reinsurance requirements. OICL also has state-of-the-art web portal through which customers can transact, make payments and track the status of various transactions. The portal has login facilities for retail customers, employees, brokers, surveyors and agents.

In addition to the above, OICL is currently using mailing solution (MS Exchange) with archival facility and various other centralized applications like Desktop Management Suite, Video Conferencing, HRMS, SAP Investment management, etc. hosted at its Data Centres at Bengaluru and Navi Mumbai. These Data Centres are equipped with Rack Mounted Servers, Blade Servers, Enterprise Class Storage systems, Tape Libraries, SAN Switches, Backup Solution and other related tools and solutions.

## 1.2 Notice Inviting Bids

The Chief Manager (IT) invites sealed bids from eligible Bidders for empanelment of consultants for various IT related activities/projects.

### 1.3 Project Objective

The Oriental Insurance Company Limited (OICL) intends to empanel Consultancy firms/Organisations/LLPs for its various IT Activities / initiatives. Through this RFP, proposals are invited for empanelment of Consultancy firms/Organisations to provide consultancy services for various ongoing IT activities and forthcoming IT projects which OICL may decide to implement. Accordingly, quotations will be invited from empaneled IT Consultants as and when the need arises.

### 1.4 Schedule of Events

Event	Details/ Target Date
Reference Number of RFP	Tender No. OICL/HO/ITD/IT-CONSULTANT/2018-1 Dated 27.12.2018
Bid Security	Rs.5,00,000/-(Rupees Five Lakh Only) in form of Bank Guarantee with 180 Days validity from the last date of submission of the Bid. This shall not carry any interest.
Bid Validity Period	180 days from the last date of submission of the Bid.
RFP Document Price/Tender Fee	On payment of non-refundable Tender Fee of Rs. 5,000/- (Rupees Five thousands) by crossed Demand Draft/ Banker's Pay Order in favour of "The Oriental Insurance Company Limited" payable at New Delhi. Tender fee is inclusive of all taxes.
Sale of tender & Availability	On all working days from 27.12.2018 to 28.01.2019 between 11:00 Hours to 16:00 Hours
Last date to send in requests for Clarifications	06.01.2019 4:00 PM
Date and time for Pre-Bid Meeting	08.01.2019 3:00PM
Last date for submission of bid	28.01.2019 04:00 PM
Opening of pre-qualification cum Technical bid	28.01.2019 04:15 PM
Presentation by bidders	Will be communicated
Declaration of Empanelled Bidders	Will be communicated
Address for Bid Submission and Correspondence	Chief Manager (IT) Information Technology Department The Oriental Insurance Company Limited 2nd Floor, Head Office, Oriental House A-25/27, Asaf Ali Road, New Delhi – 110 002 Tel: +91 11 43659208 E-mail:tender@orientalinsurance.co.in

Note:

- I. It is mandatory for the Bidder to purchase the tender document for participating in the pre-bid meeting.

- II. OICL reserves the exclusive right to make any amendments / changes to or cancel any of the above actions or any other action related to this RFP.
- III. If any of the above dates is declared a holiday for OICL, the next working date will be considered. OICL reserves the right to change the dates mentioned in the RFP.
- IV. This is a non-transferable RFP document.
- V. A copy of the Tender document is available on the web portal [www.orientalinsurance.org.in](http://www.orientalinsurance.org.in) under the link 'Tenders'. Bidders have to purchase Tender document in order to submit bids.
- VI. Please note that the Company shall not accept any liability for non-receipt/non-delivery of bid document(s) in time.

## 1.5 Eligibility Criteria

S.N.	Pre-Qualification Criteria	Documents Required
1	The bidder should be a Company / Partnership Firm/LLP having its registered offices in India. It should also be registered with the GST Authorities, and should be registered with the appropriate authorities for all applicable statutory taxes/duties, and should have been in operation for the last five years.	Certificate of Incorporation / Any other relevant document. Memorandum & Articles of Association can be attached,
2	The Bidder should have done a total turnover of more than Rs.100 crores in IT Consultancy during the last financial year.	Copy of the audited profit and loss account/ balance sheet/ annual report of the last financial year
3	The Bidder should have presence of more than three years in India and possess expertise in carrying out IT Consultancy	Copy of contract agreements/ Work Orders/ engagement letters / credential letters issued by the clients confirming year and Area of activity
4	The Bidder should have provided consultancy for vendor selection through open tendering for procurement of IT infrastructure, solution, and application including project management, implementation and support in any BFSI/PSU Organisation in India.	Copy of contract agreements/ Work Orders/ engagement letters / credential letters issued by the clients confirming year and Area of activity
5	The bid must be signed by a person with the proper authority to bind the company as a 'Constituted attorney of the company'.	Power-of-attorney
6	Bid validity should be 180 days after the last date of submission of bid prescribed by OICL.	Self-Declaration by authorized signatory on company letter head.
7	The bidder should be an individual organization as detailed in 1 above. Consortium shall not be allowed.	Self-Declaration by authorized signatory on company letter head.
8	The bidder should undertake to provide a project office in Delhi/NCR.	Self-Declaration by authorized signatory on company letter head.
9	The Bidder should not be blacklisted by any Government or PSU enterprise in India as on the date of submission of Bid.	Self-Declaration by authorized signatory on company letter head.

## 2 Scope of Work

The Oriental Insurance Company Limited (OICL) intends to empanel Consultants for its various IT Activities / initiatives. Through this RFP, proposals are invited for empanelment of Consultancy firms/Organisations/LLPs to provide consultancy services for various ongoing IT activities and forthcoming IT projects which OICL may decide to get vetted. Accordingly as and when the need for consultancy arises for any of the IT related activities (as mentioned in the indicative list below), the enquiry will be sent to the empanelled IT consultants and quotations / bids will be invited from them. The lowest commercial bid received from the empanelled IT consultants for the given requirement will determine the successful consultant for the respective IT consultancy work / IT Project.

The following is the indicative list of activities in respect of which IT related consultancy may be required;

- a. Vetting of RFPs prepared by OICL for Consumables, Services, Procurement etc. and further review of eligibility, Technical specifications, Technical and Commercial bid evaluation etc..
- b. Vetting of effort estimation, submitted by various vendors towards 'change requests' in software applications/ services/price negotiations.
- c. Yearly review of IT Policy of OICL and provide necessary modifications, if any.
- d. Yearly review of existing Procurement Policy of OICL and provide necessary modifications, if any.
- e. Yearly review of existing IT Security Policy of OICL and provide necessary modifications, if any.
- f. Yearly review of IT Systems compliance to commonly applicable laws and Information Technology Act.
- g. Preparation of RFP for procurement of new IT Applications / Solutions /Infrastructure
- h. Technical opinion on any IT related issue.

OICL may also plan to implement new IT projects like CRM, Data Warehouse, Digital Marketing, Block Chain, Artificial Intelligence, IPV6, Legal Workflow Solution, Upgradations and Enhancements in Existing Software, applications, Hardware, Portal etc. This will include assessment of requirement, preparation of a well-researched RFP, evaluation of bids, attending technical presentations, site visits etc.

The above listed projects are only indicative in nature.

The Consulting firm shall deploy qualified and experienced resource at OICL in respect of the selected assignments/Project till its completion.

The consultant will assist OICL in selecting various System Integrators / implementing vendors as per CVC guidelines. The creation of the RFP will be preceded by an extensive requirements gathering exercise aimed at defining the scope of work of the System Integrator / implementing vendor resulting in the creation of the Functional Requirement Specification (FRS). After a System Integrator / implementing vendor is selected, the consultant will be required to support OICL in monitoring the implementation of the project.

The consultant will further assist OICL in planning and managing the implementation of the Systems as per approved proposal by OICL. The consultant shall deploy resources with professional knowledge of respective project/s.

## **3 INSTRUCTION TO BIDDERS**

### **3.1 Tender Document**

#### **3.1.1 Content of the Tender 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 shall result in the rejection of the bid.

#### **3.1.2 Clarification of Tender document**

All queries/ requests for clarification from bidders must reach us by e-mail ([tender@orientalinsurance.co.in](mailto:tender@orientalinsurance.co.in)) or in person as per timeline given in section 1.4. Format for the queries / clarification is provided in "Annexure 4 - Query Format". No clarification or queries will be responded in any other format. OICL will respond to any request for clarification of the tender document in the pre-bid meeting.

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

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

#### **3.1.3 Amendment of Tender document**

At any time prior to the deadline for submission of Proposal, OICL may, for any reason, either at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender document by an amendment. The amendment, if any, will be published on our web portal.

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.



## **3.2 Bid Preparation**

### **3.2.1 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 as long as the same is accompanied by an English translation in which case, for the purposes of interpretation of the bid, the English version shall prevail.

### **3.2.2 Documents comprising the bid**

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

#### **3.2.2.1 Eligibility Bid Documents**

1. A letter on the bidder's letter-head:
  - a. Describing the pointwise confirmation in respect of the eligibility criteria enumerated in Section 1.5.
  - b. Certifying that the period of validity of bids is 180 days from the last date of submission of bid.
2. The corporate profile of the bidder (printed corporate brochure is preferred).
3. The profile of the bidder (template given in Annexure-4)
4. The bid security of Rs.5,00,000/- (Rupees Five lakhs) in the form of a bank guarantee issued by a Nationalized / Scheduled Bank, in proforma provided at Annexure-8 in the tender documents and should be valid for 180 days from the last date of submission of bid prescribed by OICL.
5. List of bidder's support/service locations in India.
6. The references of bidder's clients. Also provide the name, designation, and contact details of a contact person for each reference.
7. Power-of-attorney granting the person signing the bid the right to bind the bidder as the 'Constituted attorney of the company'.
8. Bidder shall submit PAN number, GST Registration number.
9. Statement of No-Deviation as per Annexure-1
10. NDA as per Annexure-11
11. IP as per Annexure-12

#### **3.2.3 Bidder's Qualification**

The "Bidder" as used in the tender documents shall mean the one who has signed the tender form. All certificates and documents received hereby, shall as far as possible, be furnished by the representative and the service 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 duly Authorised Signatory in terms of Power of Attorney.

### **3.2.4 Bid Security**

The bidder shall furnish, as part of his bid, a bid security in the form of bank guarantee / DD of Rupees Five Lakhs only favouring 'The Oriental Insurance Company Ltd' which should be valid for 180 days from the last date of submission of Bid.

BG should be drawn on Nationalized / Scheduled bank in favour of 'The Oriental Insurance Company Ltd'. Non-submission of BG along with Eligibility-Bid document will result in disqualification of the Bidder.

- a) For the Bidders who do not qualify in this tender, Bid Security (BankGuarantee) will be returned after the selection of successful panel of Bidders. The Oriental Insurance Company Ltd will not pay any Interest for the same.
- b) The successful bidder's bid security will be returned upon the bidder signing the contract, pursuant to section 3.6.3 and furnishing the performance security, pursuant to section 3.6.4.
- c) The Bid security of successful empanelled bidders will be returned after submission of performance security and signing of contract. The Oriental Insurance Company Ltd will not pay any Interest for the same.
- d) Bid Security submitted by Bidder may be forfeited if the Bidder:
  - i. backs out of bidding process after submitting the bids;
  - ii. backs out after qualifying;
  - iii. does not accept the Empanelment Letter Order / Sign the Contract within the time prescribed by OICL after qualifying;
  - iv. Fails to furnish performance security.

### **3.2.5 Period of validity of Bids**

Bids shall remain valid for 180 days from the last date of submission of bids prescribed by OICL. A bid valid for a shorter period may be rejected by OICL as non-responsive.

### **3.2.6 Terms and conditions of Tendering Firms**

Participation in this tender will mean that the Bidder has accepted all terms and conditions and clauses of this tender and subsequent modifications to this tender, if any.

### **3.2.7 Local Conditions**

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

### **3.2.8 Proposal Ownership**

The proposal and all supporting documentation submitted by the vendor shall become the property of the Company.

### 3.3 Procedure of Submission of Bids

In order to participate in the bidding process, the 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 3.2.2.

The Bidders will be required to submit the Eligibility cum Technical bid documents in two separate envelopes ("Original" and "Copy").

Two sealed envelopes containing hard copies of Eligibility cum Technical bid, along with Soft copies should be submitted in the following manner:

**Envelope**—Eligibility cum Technical bid comprising of two spirally bound hard copies in the format given in this tender, along with one compact disk (CD) containing the soft copy of technical bid.

- a) Each of the two hard copies of Eligibility cum Technical bid should be a complete document, bound as a volume and placed in separate sealed envelopes super-scribed Eligibility cum Technical Bid for Tender No: OICL/HO/ITD/IT-CONSULTANT/2018-1.
- b) Each of the sealed envelopes should also be marked as "Original" and " Copy" respectively.
- c) The two envelopes of Eligibility cum Technical bid should be placed in a single sealed envelope super-scribed: Eligibility cum Technical Bid for Tender No: OICL/HO/ITD/IT-CONSULTANT/2018-1
- d) Soft copy of the response to the Eligibility cum technical bids should also be provided in excel/word format. The soft copy is to be placed in Bid. In case of any discrepancies between the hardcopy and softcopy OICL will use the hardcopy submitted by the Bidder for the evaluation.

Note:

1. The Bid shall be signed by the Bidder or a person duly authorized to bind the Bidder to the Contract. The person(s) signing the Bids shall initial all pages of the Bids.
2. All envelopes should be securely sealed and stamped.

### 3.4 Bid Submission

#### 3.4.1 Sealing and marking of Bids

The bidders shall seal and mark each of the copies (Two printed and one soft copy where applicable) of the Eligibility Cum Technical Bid strictly in accordance with section 3.2.2. In case of non-compliance, OICL will not assume responsibility for the bid's misplacement or premature opening.

#### 3.4.2 Last date of Receipt of Bids

Bids must be received by OICL at the address specified under section 1.4 not later than the time and date specified in section 1.4. 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 3.1.3, 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.

### **3.4.3 Late Bids**

Any bid received by OICL after the last date and time for receipt of bids prescribed by OICL (refer 1.4) will be rejected and /or returned unopened to the bidder.

### **3.4.4 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/submitted. A withdrawal notice may also be sent by 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.

### **3.4.5 Address for correspondence**

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.

OICL: Correspondence with OICL should be made at the address specified under section 1.4. OICL will not be responsible for non-receipt of any communication sent by the bidder or for any communication sent to any other office of the Oriental Insurance Company.

### **3.4.6 Opening of Bid by OICL**

All bids will be opened at the location mentioned in section 1.4 in the presence of the representatives of the bidders who choose to attend, at the time and date mentioned in section 1.4.

The bidders' names, modifications, bid withdrawals and the presence or absence of the requisite bid security and such other details, as OICL at their discretion, may consider appropriate will be announced at the bid opening.

### **3.4.7 Clarifications**

OICL may, if deemed necessary, 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. OICL may, if it so desires, ask the bidder to give presentation for the purpose of 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.

### **3.4.8 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.

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.

### 3.5 Evaluation of Bids

OICL will scrutinize the Bids received to determine whether they are complete in all respect as per the requirement of RFP, whether the documents have been properly signed and whether items are offered as per RFP requirement, whether documentation as required by evaluation the offer has been submitted. OICL may, at its discretion, waive any minor non-conformity or any minor irregularity in the bid which does not constitute a material deviation. OICL decision with regard to 'minor non-conformity' is final and the waiver shall be binding on all the bidders and OICL reserve the right for such waivers.

Eligible bidders must submit their Eligibility cum Technical Bid as described in the RFP. The Bidders shall be empanelled based on the criteria given in the RFP.

The evaluation shall be based on Eligibility Cum Technical Bid. The bidders shall be making a presentation to OICL.

Period of empanelment will be for two years. The Short listed applicants will be notified in due course. No interim enquiries will be entertained. The decision taken by OICL shall be final and no representation or correspondence shall be entertained.

Eligibility cum Technical Bid shall be evaluated by OICL. OICL reserves the right to reject any and/or all proposals submitted without assigning any reason. OICL reserves the right to seek clarification of any information contained in a proposal submitted, or to hold discussions, but is not obligated to do so.

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

In the stage of evaluation each bid document would be evaluated to ensure that the bidder has the technical skill set, experience, financial capacity and other attributes essential for empanelment as IT consultant. OICL may seek additional information, technical presentation/demonstration, and/or discussions with bidder's representatives.

Points will be awarded based on the following criteria:

Criteria	Max Total Mark
Corporate Health	15
Experience	40
Understanding and compliance with requirement	10
Team structure, Qualifications and Competence	20
Technical Presentation by Bidders	15
Total	100

Minimum Overall Qualifying mark to become eligible for empanelment is 70 out of 100.

OICL's decision in this regard shall be final & binding and no further discussion/interface will be held with the bidders whose bids are disqualified / rejected.

**Note:**

1. OICL reserves the right to conduct a verification of the customer references submitted by the bidder. OICL also reserves the right to conduct a verification of the competency and infrastructure of the bidder. OICL may conduct all or any of these verifications to satisfy itself regarding the bidder's capability to provide the services compliant to the requirement specifications defined in this tender.
2. In the event of the verification revealing that a bidder has misrepresented or does not have the capability to provide the tendered services compliant to the requirement specifications defined in this tender, OICL may at its discretion reject the bid.

## **3.6 Empanelment of IT Consultant**

### **3.6.1 OICL's Right to accept any bid/ reject any or all bids**

OICL reserves the right to accept any bid, and to cancel/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.

### **3.6.2 Notification of Empanelment**

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

The notification of empanelled bidders will result in the formation of the contract.

Upon the furnishing of performance security by the bidder(s) pursuant to section 3.6.4 OICL will promptly notify each unsuccessful bidder and will discharge the bid security, pursuant to section 3.2.4.

The Bid security of successful empanelled bidders, submitted along with the bid, in the form of Bank Guarantee, shall be returned after submission of performance security in accordance with the conditions of RFP. The Oriental Insurance Company Ltd will not pay any Interest for the same.

The Bid security of unsuccessful bidders will be returned after the selection of successful empanelled Bidders. The Oriental Insurance Company Ltd will not pay any Interest for the same.

### **3.6.3 Signing of Contract**

At the same time as OICL notifies the bidder that the bid has been accepted, OICL will send the bidder the contract form as per Annexure-2 provided in the tender document, incorporating all agreements between the parties.

On receipt of the contract form, the bidder shall sign and date the contract form, and return it to OICL on a mutually decided date

### **3.6.4 Performance Security**

Within 15 days of the receipt of Notification of Empanelment from OICL, the bidder shall furnish Rs.10,00,000/- (Rupees Ten Lakhs Only) in the form of irrevocable Bank Guarantee / DD issued by Nationalised/Scheduled Bank towards performance security in accordance with the conditions of contract, as per proforma prescribed in section 5.3.

Failure of the bidder to comply with the requirement of section 3.6.3 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

In case Bidder after empanelment as IT Consultant in OICL refuses to participate or does not participate or does not respond to the requests / RFPs sent by OICL to them for submission of RFQs and execution of the awarded consultancy jobs, OICL may forfeit performance security.

### **3.7 General Conditions**

- a) Should the need arise OICL reserves the right to vary the schedule of events mentioned in section 1.4 at its absolute and sole discretion.
- b) From the date of RFP issue through the date the contract is executed, communication with any OICL personnel or members regarding this RFP and the corresponding procurement other than OICL designated contact person listed in the RFP instructions is prohibited. Failure to follow this provision may be grounds for disqualification from proposal consideration.
- c) Any costs incurred in responding to this request for proposal shall not be reimbursed.
- d) OICL may, at its discretion, waive any minor non-conformity or any minor irregularity in an offer. This shall be binding on all Bidders and OICL reserves the right for such waivers.
- e) OICL reserves the right to scrap the tender at any stage without assigning any reason.
- f) If at any stage of assigned work, it is observed that offered services do not meet OICL's requirement and/or fail to provide requisite performance and required reports due to any reason not attributable to the OICL, the bidder shall have to take suitable measures without any additional cost to the OICL.
- g) OICL reserves the right to accept or reject any or all proposals received as a result of this request, or to negotiate with all qualified proposers, or to cancel in part or in its entirety this RFP, if it is in the best interests of OICL.
- h) Prospective Bidders who have received this document from the OICL and OICL's web site, or who have received this document from any other source, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the OICL and provide their name and e-mail address so that amendments to the RFP or other communications can be sent to them.
- i) Unless otherwise deleted or modified by mutual agreement between the OICL and the successful Bidder, all terms, conditions and provisions contained in the RFP shall be incorporated into the contract by default.
- j) As per norms, selected consultancy firm, cannot participate as bidder in those bids where they are intending to participate as SI.
- k) The aggregate liability of Bidders to OICL under the Contract, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total fees payable to Bidders hereunder. The preceding limitation shall not apply to liability arising as a result of Bidder's fraud or willful misconduct in performance of the services hereunder.



## **4 TERMS AND CONDITIONS**

### **4.1 Applicability**

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

### **4.2 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.

### **4.3 Patent Rights**

The Bidder shall indemnify the Purchaser against all third party claims of infringement of patent, trademark or industrial design rights arising from the use of the service or any part thereof including Intellectual Property Rights (IPR).

### **4.4 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.

### **4.5 Currency of Payments**

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

### **4.6 Change Orders**

OICL may at any time, by a written order given to the bidder to make changes within the general scope of the contract in the service to be provided by the bidder.

### **4.7 Contract Amendment**

No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties.

## 4.8 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. OICL reserves rights to accept such arrangement or reject the proposal outright. Proof of such contracts should be submitted to OICL.

## 4.9 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:

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

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

## 4.10 Force Majeure

Notwithstanding the provisions of section 3 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 embargos.

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.

## 4.11 Termination for Insolvency

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

- α) 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.
- β) the bidder being a company is wound up voluntarily or by the order of a court or a receiver, or manager is appointed on behalf of the debenture/share holders or circumstances occur entitling the court or debenture/share holders to appoint a receiver or a manager, provided that such termination

will not prejudice or affect any right of action or remedy accrued or that might accrue thereafter to the OICL.

#### **4.12 Termination for Convenience**

OICL may by written notice sent to the bidder, 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 such termination OICL shall pay to the bidder a mutually agreed amount for partially completed services by the bidder.

#### **4.13 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 and Conciliation Act, 1996, 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.

#### **4.14 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 3.2.1. 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.

#### **4.15 Applicable Law**

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

## 4.16 Notices

Any notice by one party to the other pursuant to the contract shall be sent in writing or by fax/ 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.

## 4.17 Confidentiality

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

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

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

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.

## **4.18 Tools and Equipment**

The bidder shall provide all necessary tools and equipment required for the Consultancy and related services.

## **4.19 Supervision**

The bidder shall ensure that all activities are carried out under the direct supervision of qualified / certified personnel.

## **4.20 Cancellation of the contract & compensation**

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

- a) The selected bidder commits a breach of any of the terms and conditions of the bid.
- b) The selected bidder goes in to liquidation voluntarily or otherwise.
- c) The progress made by the selected bidder is found to be unsatisfactory

The Company reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and security deposit, if any, under this contract or any other contract/order.

## **4.21 Rejection of All Proposals, and re-invitation**

OICL will have the right to reject all proposals. However, such rejections should be well considered and normally be in cases where all the bids are either substantially in deviation to the Requirement. If it is decided to reinvite the bids, the terms of reference should be critically reviewed/modified so as to address the reasons of not getting any acceptable bid in the earlier Invitation for Bids.

## **4.22 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.

## **4.23 Professional Liability**

The consultant is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession. The consultant will cooperate fully with any legitimately provided / constituted investigative body, conducting inquiry into processing or execution of the consultancy contract / any other matter related with discharge of contractual obligation.

## **4.24 Conflict of Interest**

- a. The consultant shall avoid any conflict of interest while discharging contractual obligations and bring,

before-hand, any possible instance of conflict of interest to the knowledge of the OICL, while rendering any advice or service.

- b. The consultant will keep in view transparency, competitiveness, economy, efficiency and equal opportunity to all prospective tenderers / bidders, while rendering any advice / service to OICL, in regard with matters related to selection of technology and determination of design and specifications of the subject matter, bid eligibility criteria and bid evaluation criteria, mode of tendering, tender notification, etc.
- c. The consultant shall provide professional, objective and impartial advice and at all times hold the OICL's interest paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignment and their interests.
- d. The consultant will ensure adequate accountability, suitable tender terms and conditions for apportioning accountability. Also, there should be suitable provisions to enforce such accountability, in case of improper discharge of contractual obligations / deviant conduct by/ of any of the parties to the contract.
- e. The consultant must act, at all times, in the interest of the OICL and render any advice/ service with professional integrity. A consultant is expected to undertake an assignment/ project, only in areas of its expertise and where it has capability to deliver efficient and effective advice / services to the OICL.

### 4.25 Integrity Pact

To ensure transparency, equity, and competitiveness and in compliance with the CVC guidelines, this tender shall be covered under the Integrity Pact (IP) policy of OICL. The pact essentially envisages an agreement between the prospective bidders/vendors and OICL committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. The format of the agreement is enclosed in Annexure 12.

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

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

Contact Details:

Shri Rudhra Gangadharan	SHRI N.S.R.C. PRASAD
IAS (retd.)	Ex-CMD, NICL
Mobile No: 82818-61614	Mobile No: 7032871717
E-mail ID: rudhra.gangadharan@gmail.com	E-mail ID: nsr.chandraprasad@gmail.com
Address: D 403, Adarsh Rhythm Apartments	Address: 127, Sri Nagar Colony Road, Hyderabad-500
No. 71 Panduranga Nagar	073
(Off Bannerghatta Main Road)	
Bangalore- 695 076	

## 5 DISCLAIMER

This RFP is neither an agreement nor an offer by the Company to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in preparing their proposal pursuant to this RFP (the "Bid"). The information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

The Company accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. The Company also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Company may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Company is bound to select a Bidder or to appoint the Selected Bidder for empanelment and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Company or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Company shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

## 5.1 Annexure 1: Statement of No Deviation

Date: dd/mm/yyyy

To

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

**Reference: Tender No. OICL/HO/ITD/IT-CONSULTANT/2018-1**

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.

	<b>Witness</b>		<b>Bidder</b>
Signature	_____	Signature	_____
Name	_____	Name	_____
Designation	_____	Designation	_____
n	_____		_____
Address	_____	Address	_____
Company	_____	Company	_____
Date	_____	Date	_____

**Company Seal**



## 5.2 Annexure 2: Contract Form

THIS AGREEMENT made on this \_\_\_\_\_ day of \_\_\_\_\_ between The Oriental Insurance Company Limited (hereinafter “the Purchaser”) of one part and “Name of Service Provider” (hereinafter “the Service Provider”) of the other part:

WHEREAS the Purchaser is desirous that certain Consultancy services would be provided by the Service Provider at a price determined later by inviting quotations by the Purchaser.

### 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 Terms and Conditions of Contract as specified in RFP(Tender No.:OICL/HO/ITD/IT-CONSULTANT/2018-1)

The Purchaser’s Notification of Empanelment

The Service Provider hereby covenants with the purchaser to provide the services 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 services.

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

<p><b>Signed, Sealed and Delivered for “The Oriental Insurance Co. Ltd.” by its constituted Attorney</b></p> <p>Signature _____</p> <p>Name _____</p> <p>Designation _____</p> <p>Address _____</p> <p>Company _____</p> <p>Date _____</p>	<p><b>Signed, Sealed and Delivered for M/s _____ by its constituted Attorney</b></p> <p>Signature _____</p> <p>Name _____</p> <p>Designation _____</p> <p>Address _____</p> <p>Company _____</p> <p>Date _____</p>
--	--

<p><b>Company Seal</b></p> <p style="text-align: center;"><b>Witness I</b></p> <p>Signature _____</p> <p>Name _____</p> <p>Designation _____</p> <p>Address _____</p> <p>Company _____</p> <p>Date _____</p>	<p><b>Company Seal</b></p> <p style="text-align: center;"><b>Witness II</b></p> <p>Signature _____</p> <p>Name _____</p> <p>Designation _____</p> <p>Address _____</p> <p>Company _____</p> <p>Date _____</p>
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### 5.3 Annexure 3: Proforma for Bank Guarantee for Contract - Performance Security

Reference No. \_\_\_\_\_

Date \_\_\_\_\_

Bank Guarantee No. \_\_\_\_\_

To

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

Against contract vide advance acceptance of the Tender No. **OICL/HO/ITD/IT-CONSULTANT/2018-1** covering \_\_\_\_\_ (hereinafter called the said 'contract') entered into between The Oriental Insurance Company Limited (hereinafter called the Purchaser) and \_\_\_\_\_ (hereinafter called the Service Provider) this is to certify that at the request of the Service Provider, we \_\_\_\_\_ (Name of the Bank), are holding in trust in favour of the Purchaser, the amount of Rupees \_\_\_\_\_ (write the sum herein words) to indemnify and keep indemnified the Purchaser against any 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 said contract and/ or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions of the said contract and/ or in the performance thereof has been committed by the Service Provider and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.

We \_\_\_\_\_ (Name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the said contract by the Service Provider i.e. till \_\_\_\_\_ (viz. the date up to 27 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.

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 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.

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

Date \_\_\_\_\_

Place \_\_\_\_\_

Signature \_\_\_\_\_

Witness \_\_\_\_\_

Printed Name \_\_\_\_\_

**(Bank's common seal)**

## 5.4 Annexure 4: Bidder Profile

- d) Registered Name & Address of The Bidder :
- e) Location of Corporate Head Quarters :
- f) Date & Country of Incorporation :
- g) Consultancy facilities location & size :
- h) Major Related Activities carried out in last two years & their %age in revenue :
- i) Total number of employee :
- j) List of major clients :
- k) Name & Address of Contact Person with Tel. No / Fax /e-mail :
- l) Client Reference :
- m) Annual turnover for the three previous financial years :
- n) Net worth (Paid up capital plus free reserves) for the previous financial year (2017-18) :

**NOTE:** - Please attach last year's financial results duly certified by the auditors along with an attested copy Certificate of Incorporation.

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Date \_\_\_\_\_

**(Company Seal)**

**5.5 Annexure 5: Major Related Activities carried out in last Two years & their %age in revenue**

S. No.	Services	Year =		Year =	
		Amount	% in Revenue	Amount	% in Revenue
<b>Bidder</b>					
1	IT Consultancy				
2					
<b>Total</b>					

Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Designation \_\_\_\_\_  
 Date \_\_\_\_\_

**(Company Seal)**

## 5.6 Annexure 6: List of Bidder's Major Clients

Please attach IT Consultancy completion certificates/citations/notification for each reference provided.

S. N.	Client Name	Name, Designation, e-Mail, Address, Telephone Number	Scope of Consultancy	Present Status

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Date \_\_\_\_\_

**(Company Seal)**

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Provide attested documentary evidence in support of the above mentioned IT Consultancy Services.

## 5.7 Annexure 7: Reference Form for Information Technology Consultancy

Refer RFP Section 1.5 for eligibility criteria.

Please use the following format in submitting references.

GENERAL BACKGROUND	
Name of Client	
Address	
Reference Contact Person	
Reference Phone	
Reference E-mail address	
Start date of the Project	
Date of Final Report	
Summary of Project	
PROJECT SCOPE	

Signature \_\_\_\_\_ Designation \_\_\_\_\_  
Name \_\_\_\_\_ Date \_\_\_\_\_

**(Company Seal)**

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Provide attested documentary evidence in support of the above

## 5.8 Annexure-8: Bid Security Form

To

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

**Subject:** Guarantee Number \_\_\_\_\_ for \_\_\_\_\_ (Amount). Bid Security for TenderNo. **OICL/HO/ITD/IT-CONSULTANT/2018-1.**

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

KNOW ALL MEN by these presents that WE \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto The Oriental Insurance Company Limited (hereinafter called "the Purchaser") in the sum of Rupees \_\_\_\_\_ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

THE CONDITIONS of this obligation are:

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

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

Fails or refuses to execute the Contract Form, if required; or

Fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidder.

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

This guarantee will remain in force up to period of bid validity i.e. 180 Days from the last date of submission of the Bid, and any demand in respect thereof should reach the Bank not later than the above date.

\_\_\_\_\_  
(Authorized Signatory of the Bank)



## 5.9 Annexure-9: Office locations and service infrastructure facilities

Details of the Centre(s) owned and operated by the Bidder							
Name of City where located	Address	Contact Person	Telephone Number(s)	Fax Number(s)	E-mail address	Working hours	Remarks

<p style="text-align: center;"><b>Witness</b></p> <p>Signature _____</p> <p>Name _____</p> <p>Designation _____</p> <p>Address _____</p> <p>Company _____</p> <p>Date _____</p>	<p style="text-align: center;"><b>Bidder</b></p> <p>Signature _____</p> <p>Name _____</p> <p>Designation _____</p> <p>Address _____</p> <p>Company _____</p> <p>Date _____</p>
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**Company Seal**

## 5.10 Annexure-10: Technical Experience Details and Reference Form

Please provide separately each references of the consultancy services that most closely reflect similar projects to the OICL's scope of work which have been completed within the past three (3) years. References where consultancy is complete with satisfaction of the client should be highlighted for the OICL's evaluation purposes. Please use the following format in submitting references.

GENERAL BACKGROUND	
<b>Assignment Name</b>	
<b>Location of the assignment</b>	
<b>Name of Client</b>	
<b>Address</b>	
<b>Reference Contact Person</b>	
<b>Reference Phone</b>	
<b>Reference E-mail address</b>	
<b>Project Scope</b>	
<b>Original Project duration</b>	
<b>Start date of the Project (Month &amp; Year)</b>	
<b>Completion Date (Month &amp; Year)</b>	
<b>Total No of team members of the assignment</b>	
<b>Name of Key CONSULTANTS</b>	
<b>Narrative Description of Project with present status/ result</b>	

Signature \_\_\_\_\_ Designation \_\_\_\_\_

Name \_\_\_\_\_ Date \_\_\_\_\_

**(Company Seal)**

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Provide attested documentary evidence in support of the above

## 5.11 Annexure 11: Non-Disclosure Agreement

(On Rs.100 Non-Judicial stamp paper)

This Non-Disclosure Agreement made and entered into at..... This .....day of.....2019

BY AND BETWEEN

..... Company Limited, a company incorporated under the

Companies Act, 1956 having its registered office at ..... (Hereinafter referred to as the Vendor which expression unless repugnant to the context or meaning thereof be deemed to include its permitted successors) of the ONE PART;

AND

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

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

WHEREAS:

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

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

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

NOW, THEREFORE THIS AGREEMENT WITNESSED THAT in consideration of the above premises and The Oriental Insurance Company Ltd granting the Vendor and or his agents, representatives to

have specific access to The Oriental Insurance Company Ltd property / information and other data it is hereby agreed by and between the parties hereto as follows:

1. Confidential Information:

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

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

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

(a) Is or subsequently becomes legally and publicly available without breach of this Agreement by either party,

(b) was rightfully in the possession of the Vendor without any obligation of confidentiality prior to receiving it from The Oriental Insurance Company Ltd,

(c) Was rightfully obtained by the Vendor from a source other than The Oriental Insurance Company Ltd without any obligation of confidentiality,

(d) was developed by for the Vendor independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or is/was disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Vendor shall, unless prohibited by law or regulation, promptly notify The Oriental Insurance Company Ltd of such order and afford The Oriental Insurance Company Ltd the opportunity to seek appropriate protective order relating to such disclosure.

(e) the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;

(f) is released from confidentiality with the prior written consent of the other party.

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Entire Agreement, Amendment and Assignment: This Agreement constitutes the entire agreement between the Parties relating to the matters discussed herein and supersedes any and all prior oral discussions and / or written correspondence or agreements between the Parties. This Agreement may

be amended or modified only with the mutual written consent of the Parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

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

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

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

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

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

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

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

For and on behalf of ----- Ltd.

( )

(Designation)

For and on behalf of The Oriental Insurance Company Ltd

( )

(Designation)

## 5.12 Annexure 12: Integrity Pact

(On Rs.100 Non-Judicial stamp paper)

### **PRE CONTRACT INTEGRITY PACT**

#### **General**

This pre-bid pre contract Agreement (hereinafter called the integrity pact is made on

day of the month of \_\_\_\_\_ 2017, between, on one hand, The Oriental Insurance Company Ltd, having its headquartered and Corporate Office at Oriental House, A-25/27, Asaf Ali Road, New Delhi - 110002, acting through \_\_\_\_\_, \_\_\_\_\_ (hereinafter called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in office and assignees) of the first part and M/s represented by Shri \_\_\_\_\_, authorized signatory of M/s -----(hereinafter called the "BIDDER/SELLER" which expression shall mean and include, unless the context otherwise requires , his successors and permitted assigns )of the second part .

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

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

Now, THEREFORE,

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

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

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

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

#### **1. Commitments of the BUYER**

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



bidding process, bid evaluation contracting or implementation process related to the contract.

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

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

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

### **3. Commitment of BIDDERS**

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

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

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

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

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

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized Government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has such any amount been paid promised or intended to be paid to any such Individual, firm or company in respect of any such intercession, facilitation or recommendation.

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

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

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

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

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

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

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

#### **4. Previous Transgression**

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

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

#### **5. Earnest money (security deposit )**

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

- (i) Bank draft or a pay order in favor of \_\_\_\_\_
- (ii) A confirmed guarantee by an Indian nationalized bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever .the demand for payment by the BUYER shall be treated as conclusive proof of payment.

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

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

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

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

## **6. Sanctions for violations**

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

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

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

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

## **7. Fall Clause**

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

## **8. Independent Monitors**

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

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

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

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

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

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

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

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

**9. Facilitation of Investigation**

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

**10. Law and place of jurisdiction**

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

**11. Other Legal Actions**

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

**12. Validity**

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

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

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

14. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

**BUYER**

**BIDDER**

**Name of the Officer  
Name:**

**Authorized Signatory**

**Designation**

**Designation:**

Oriental Insurance Company Limited

Witness

1. \_\_\_\_\_

2. \_\_\_\_\_

Witness

1. \_\_\_\_\_

2. \_\_\_\_\_