

23<sup>rd</sup> Sep. 2022

To,

M/s CONNECTIVITY IT SOLUTIONS PVT LTD.

BANGALORE

Ref: Purchase order for renewal of 15 WebEx Accounts:

Dear Sir,

1. This has reference to your quotation with reference No. **CS-SQ-BLR-2022-23-000751** dated **06-Sep-2022**, we are pleased to place order with you for renewal of 15 WebEx accounts for one year as per the rate enclosed vide **Annexure-A**.
2. The price is firm and includes handling, freight, installation/renewal of accounts charges.
3. The detailed terms and conditions are enclosed vide **Annexure-B**.
4. Please return the duplicate copy of this letter duly signed by you as a token of acceptance.

Thanking You,

Yours faithfully

  
P.S. Jagannatham  
[CGM-GA&HR]

:: 2 ::

**Annexure-A**

S. No	Product Name	Qty	Rate Per Unit(including Tax)	Total price
1	Renewal of 15 accounts of CISCO WebEx	15	16926.55	253898.36
2	Addon storage 100GB	1	24665	24665.00

## ANNEXURE - B

### TERMS AND CONDITIONS

#### 1. General Instructions

- 1.1. General instructions are specified in the following paragraphs. These shall apply to all the software to be purchased from M/s. **CONNECTIVITY IT SOLUTIONS PRIVATE LIMITED**, (Hereinafter referred to as the '**vendor**').
- 1.2. In case of any reduction in the price due to Government levies/duties/OEM prices, the price reduction has to be passed onto IRDAI for the licenses ordered, if not delivered within one week of the announcement of the price reduction, IRDAI reserves the right to cancel the order without assigning any reason.

#### 2. Delivery Terms

##### 2.1. Delivery Location

- 2.1.1. The CISCO WebEx accounts mentioned in the Purchase order shall be renewed for the **existing subscription ID: Sub666517 and existing Domain Name: www.irdaivc.webex.com.**

##### 2.2. Delivery Period

- 2.2.1. The time allowed for Renewal of 15 accounts of the above subscription ID Sub666517 is within 1-2 days from the date of P.O issued.
- 2.2.2. IRDAI would be the deciding authority as to the definition of 'acceptable configuration'.
- 2.2.3. The delivery period, for all the items, shall include time taken for all procurement and other procedures such as Government clearances, customs etc.

#### 3. Installation and Commissioning

- 3.1. Vendor shall take the responsibility of installing, commissioning the renewal of accounts for CISCO WebEx.
- 3.2. WebEx Enterprise Version – Meeting Centre Named User package for 12 months' duration.
- 3.3. Direct Live Streaming on Social Media like YouTube.
- 3.4. Cloud recording up to 1 GB per Host.

- 3.5. At least 1000 participant capacity per meeting.
- 3.6. Unlimited number of meetings.
- 3.7. Personal Room & Scheduled meetings.
- 3.8. Analytics & logs must be available for administrator.
- 3.9. Features like Virtual background, Polling, Background noise suppression.
- 3.10. Bidders are required to provide complete technical specifications of the offered product.
- 3.11. Must ensure smooth renewal of existing WebEx subscription into the new order without any loss of data. (Existing CISCO WebEx License Subscription ID: Sub666517 and Existing Domain Name: www.irdaivc.webex.com).
- 3.12. Duration of the service contract may be extended up to 6 months beyond the initial contract duration (subject to satisfactory performance and mutual consent) on same terms and conditions.
- 3.13. All the above activities to be undertaken by the vendor. at its own cost and expenses.

#### **4. Maintenance & Support Strategy**

Vendor shall have to support the software / licenses supplied by him.

##### **4.1. Support**

- 4.1.1. The vendor shall inform in writing the contact person, address, Phone no of the service centre.
- 4.1.2. Vendor's technical person shall provide all support during the license period for service calls made by IRDAI.
- 4.1.3. The following support shall be provided by the vendor during the license / support period –
  - a) Telephonic/Email support: as and when required as part of maintenance.
  - b) Provide on-site or remote support to resolve WebEx product related issue, in case of emergency.
  - c) Vendor shall provide basic Training / Workshop free of charge on use of WebEx accounts and getting different reports from the accounts to the IT department users of IRDAI.

- d) If any new version is released during the maintenance/contract period, the same should be provided to IRDAI at no extra cost.

#### **4.2. IRDAI responsibility:**

- 4.2.1. IRDAI will provide the required support for renewal of accounts (if any required).

#### **4.3. Upgrades**

- 4.3.1. The Vendor will also notify us when a new upgrade is released, the vendor should provide training for new updates without extra cost.

### **5. Payment Terms**

- 5.1. IRDAI shall make payment in Indian Rupees only.
- 5.2. The risk of currency fluctuation shall have to be borne by the vendor.
- 5.3. 100% against submission of Renewal certificates for 1 year from OEM
- 5.4. Challan in duplicate shall accompany the delivery.
- 5.5. Invoices shall be submitted in duplicate.
- 5.6. Delivery challan and invoice shall always quote our purchase order number.
- 5.7. All quotations, negotiations, formats, technical literature, correspondence, faxes etc. shall be considered as an integral part of the purchase order.

### **6. Training**

- 6.1. Vendor shall provide basic training free of charge for IRDAI end users, whenever required to so by IRDAI.

### **7. Documentation**

- 7.1. Vendor shall have to supply all necessary documentation and for the use system. The documentation should be in English.

### **8. Language for Communication**

- 8.1. This document and all responses shall be in English Only.

### **9. Force Majeure**

- 9.1. Force Majeure is herein defined as any cause, which is beyond the control of the vendor or IRDAI as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:



- 9.2. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics
- 9.3. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
- 9.4. Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes. The Vendor or IRDAI shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 60 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

## **10. Arbitration**

- 10.1. In the event of a dispute or difference of any nature whatsoever between IRDAI and the vendor during the course of the assignment arising as a result of this proposal, the same shall be referred for arbitration to a Panel of Arbitrators. This board shall be constituted prior to the commencement of the arbitration and shall comprise two arbitrators and an umpire. IRDAI and Vendor shall each nominate an arbitrator to the Board and these arbitrators shall appoint the umpire. Arbitration shall be carried out at IRDAI's Hyderabad Office. The provisions of Indian Arbitration Ordinance 1990 shall apply to the Arbitrator.

## **11. Jurisdiction**

- 11.1. The jurisdiction for the purpose of settlement of any dispute of differences whatsoever in respect of or relating to or arising out of or in any way touching this contract or the terms and conditions thereof or the construction and/or interpretation thereof shall be that of the appropriate court in Hyderabad. The jurisdiction of any other court in any place other than Hyderabad is specifically excluded.

## **12. Indemnity**

- 12.1. The vendor shall, during the subsistence of the agreement, indemnify and keep indemnified harmless the IRDAI from and against all the claims, losses and

damages caused by the negligence of vendor's personnel to any person or Property arising out of the use or possession of the equipment or location by vendor or its personnel, as also arising out of any defect in title to the goods.

### **13. Confidentiality**

13.1. The vendor shall keep confidential any information obtained under the contract and shall not divulge the same to any third party. In case of non-compliance of the confidentiality agreement, the contract is liable to be repudiated by IRDAI. IRDAI shall further have the right to regulate vendor staff.

13.2. The vendor shall not divulge to any person handling other divisions, subsidiaries or groups of Vendor. And its service support agency any information obtained by it in the course of its execution of its work and all the information gathered by the vendor shall be treated as professional communication and confidential. Any violation of this clause shall be liable to cancellation of the contract and invoking the bank guarantee without notice to the vendor.

\*\*\*\*\*

