

The Oriental Insurance Company Limited			
Corrigendum for Tender Reference No.:OICL/HO/ITD/WEBPORTAL/2023/01 dated 15/02/2023			
Corrigendum dated 03/03/2023			
S.No	Clause Reference	RFP Clause	Revised Clause
1	3.2.1.5 Domain Services/ Database management/ Database Monitoring and Administration	Using data guard and RAC for database	Clause stands deleted
2	3.2.1.5 Domain Services/ Database management/ Database Monitoring and Administration	Monitoring, management and implementation of High Availability (HA) viz. clustering/ RAC etc.	RAC word stands deleted
3	3.2.1.6 Domain Services/ Database management/ Database Backup restore	Manage Database backup/ restore schedule, administration (RMAN Backup) / Scheduled Backups and others	RMAN Backup words stands deleted
4	3.1.20 (Audit/ Others) Point no 4	The Bidder will arrange at his own cost security (ISNP, VAPT, WASA) audit of web portal from one of the empaneled agencies (by STQC/ CERTIn) and clear the same prior to "Go-Live". The same has to be done every year (documentary evidence may have to be produced) and plug the gaps arising out of it. Bidder needs to factor in cost for providing/ conducting half yearly VAPT, WASA and annual ISNP and ISMS audits by STQC/ CERT-IN empanelled auditors	The Bidder will arrange at his own cost security (ISNP, VAPT, WASA) audit of web portal & mobile app from one of the empaneled agencies (by STQC/ CERTIn) and clear the same prior to "GoLive". The same has to be done every year (documentary evidence will have to be produced) and plug the gaps arising out of it. Bidder needs to factor in cost for providing/ conducting half yearly VAPT, WASA and annual ISNP and ISMS audits by STQC/ CERTIN empanelled auditors
5	3.3.10 Cross Functional Services/ Exit Management Services (Transition-Out Responsibilities)	During transition phase, the Successful Bidder shall not change or remove their key resources at any locations to enable the successful transition. In case such instances, OICL will have right to penalize the Successful Bidder appropriately.	During transition phase, the Successful Bidder shall ensure successful transition. In case of failure on bidder's part to do the same , OICL will have right to penalize the Successful Bidder appropriately as per the RFP terms and conditions
6	4.15. Contract Commitment and Renewal	OICL intends that the contract, which is contemplated herein with the Bidder, shall be for a period of Six (6) years including all the phases however post expiry of the contract period and on mutual agreement the contract may be extended for two years on max 10% escalation on the existing terms and conditions.	OICL intends that the contract, which is contemplated herein with the Bidder, shall be for a period of Six (6) years including all the phases however post expiry of the contract period and on mutual agreement the contract may be extended for two years on mutually agreed price escalation on the existing terms and conditions.
7	4.16. Ownership, Grant and Delivery	All the data created as the part of the project shall be owned by Purchaser without any exceptions. The Bidder shall procure and provide a non-exclusive, non-transferable licenses to OICL for the Software to be provided as a part of this project. The Software should be assignable/ transferable to any successor entity of OICL. Bidder needs to propose perpetual/ user based/ subscription license of the software.	All the data <u>and custom source code</u> created as the part of the project shall be owned by Purchaser without any exceptions. The Bidder shall procure and provide a non-exclusive, non-transferable licenses to OICL for the Software to be provided as a part of this project. The Software should be assignable/ transferable to any successor entity of OICL. Bidder needs to propose perpetual/ user based/ subscription license of the software.
8	4.25. Information Ownership	All information processed, stored, or transmitted by Bidder equipment/ solution belongs to OICL. By having the responsibility to maintain the equipment/ solution, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.	All information processed, stored, or transmitted by <u>OICL to the successful Bidder</u> belongs to OICL. By having the responsibility to maintain the equipment and/or Solution, the Bidder does not acquire implicit access rights to OICL the information or rights to redistribute the OICL information. The Bidder understands that civil, criminal, or administrative penalties, as per applicable law, may apply for failure to protect information appropriately which is proved to have caused due to reasons solely attributable to Bidder. Each party shall own all right, title, and interest in all patents, trademarks, copyrights, confidential information, trade secrets, mask rights, and other intellectual property rights as it owned on the date of this Agreement.
9	4.30. Liquidated Damages	If the Bidder fails to meet the Project Timelines as per Section 1.7, or to perform the services within the time period(s) specified in SLA levels, OICL shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% (Half percentage) of the contract price for every week (seven days) or part thereof of delay, up to maximum deduction of 10% of the total contract price. Once the maximum is reached, OICL may consider termination of the contract. The vendor may be debarred from applying for any future bids.	If the Bidder fails to meet the Project Timelines as per Section 1.7, or to perform the services within the time period(s) specified in SLA levels, OICL shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% (Half percentage) of the contract price for every week (seven days) or part thereof of delay, up to maximum deduction of 10% of the total contract price. Once the maximum is reached, OICL may consider termination of the contract. The vendor may be debarred from applying for any future bids. The liquidated damages will be applicable only if the delay is for the reasons solely and directly attributable to the Bidder and not due to reasons attributable to OICL and/or its other vendors or due to reasons of Force Majeure.
10	4.32. Force Majeure	The Bidder shall not be liable for forfeiture of his performance security, liquidated damages or termination for default, if and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of OICL either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Bidder shall promptly and within 7 days notify OICL in writing of such conditions and the cause(s) thereof. Unless otherwise directed by OICL, the Bidder shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.	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'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/ <u>pandemics</u> , quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Bidder shall promptly and within 7 days notify OICL in writing of such conditions and the cause(s) thereof. Unless otherwise directed by OICL, the Bidder shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
11	4.64.4 Other Conditions Point no 5	If during the contract period, any equipment has a hardware/ software failure on four or more occasions in a quarter, it shall be replaced by equivalent or higher new equipment/ software by the bidder at no additional cost to OICL	If during the contract period, any equipment has a hardware/ software failure on four or more occasions in a quarter, it shall be either repaired and/or replaced by equivalent or higher new equipment/ software by the bidder at no additional cost to OICL.

12	4.65. Other RFP Requirements Point b	Technical Inspection and Performance Evaluation - OICL may choose to carry out a technical inspection/ audit and performance evaluation of products offered by the Bidder. The Bidder would permit OICL or any person/ persons appointed by OICL to observe the technical and performance evaluation/ benchmarks carried out by the Bidder. Any expenses (performing the benchmark, travel, stay, etc.) incurred for the same would be borne by the Bidder and under no circumstances the same would be reimbursed to the Bidder by OICL.	Technical Inspection and Performance Evaluation - OICL may choose to carry out a technical inspection/ audit and performance evaluation of products offered by the Bidder. The Bidder would permit OICL or any person/ persons appointed by OICL to observe the technical and performance evaluation/ benchmarks carried out by the Bidder. Any expenses (performing the benchmark etc.) incurred for the same would be borne by the Bidder (<u>except travel and stay</u>) and under no circumstances the same would be reimbursed to the Bidder by OICL.
13	3.1.2 Technology Stack	The bidder shall propose cloud infrastructure such that at any point in time during the contract period, the peak CPU utilization of compute should not exceed 70% at the Primary Data Center and Disaster Recovery Center and 80% for storage.	The bidder shall propose cloud infrastructure such that at any point in time during the contract period the SLA parameters mentioned in the RFP are not breached.
14	3.1.18 Sizing, Auto Scaling, Performance and Projections	Concurrent user Current 1500, YOY 20%	This is the current configuration of Concurrent users allowed, however the bidder has to configure it as per the projections of 20% increment annually as provided for the contract period.
15	4.31. Termination for Default	OICL may, without prejudice to any other remedy for breach of contract, by 30 calendar days written notice of default sent to the Bidder, terminate the contract in whole or in part: a) If the Bidder fails to deliver any or all of the Solution, Components and services within the time period(s) specified in the contract, or any extension thereof granted by OICL; or b) If the Bidder fails to perform any other obligation(s) under the contract	OICL may, without prejudice to any other remedy for breach of contract, by 90 calendar days written notice of default sent to the Bidder, terminate the contract in whole or in part: a) If the Bidder fails to deliver any or all of the Solution, Components and services within the time period(s) specified in the contract, or any extension thereof granted by OICL; or b) If the Bidder fails to perform any other obligation(s) under the contract
16	3.1.3 Deployment Model	The bidder shall propose cloud infrastructure such that at any point in time during the contract period, the peak CPU utilization of compute should not exceed 70% at the Primary Data Center and Disaster Recovery Center and 80% for storage.	The bidder shall propose cloud infrastructure such that at any point in time during the contract period the SLA parameters mentioned in the RFP are not breached.
17	3.1.31 Benchmarking/ Performance Testing	While performing Benchmarking at DR Site bidder needs to make sure that there should not be any impact on SLA, RTO and RPO	The Benchmarking is to be a implementation phase activity only . Hence the following line stands deleted.
18	4.11.1 Portal Design, Development and Deployment	The implementation cost cannot be more than 20% of the Total Contract Cost (TCO)	The implementation cost cannot be more than <u>25%</u> of the Total Contract Cost (TCO)
19	2.2 Existing functionalities	Buy a new online policy	list of all products attached below

Please find the list of products on portal are as below

Motor Insurance Policy	Two Wheeler Policy
	Four Wheeler Policy
	Standalone CPA Policy
	GCCV Policy
	PCCV Policy
	Miscellaneous Class D Policy
Health Policies	Individual Mediclaim Policy
	Happy Family Floater Policy
	Super top up Policy
	Oriental Happy Cash Policy
	Arogya Sanjeevani Policy
	Cancer Protect Policy
	Critical Illness Policy
	Dengue Kavach Policy
Travel Policies	Bharat Darshan Policy
	Overseas Mediclaim Policy
	Flight Coupon Policy
Personal Accident Policy	Personal Accident Policy
	Janata Personal Accident Policy
	Nagrik Suraksha Policy
Liabilities Policies	Public Liability Act Policy
	Professional Indemnity Policy-Doctors Policy
	Professional Indemnity Policy-other than Doctors Policy
	Directors and officers Policy
Fire Insurance Policy	Fire Insurance Policy
Shopkeeper Policy	Shopkeeper Policy
Householder policy	Householder Policy
Marine Single Voyage Policy	Marine Single Voyage Policy
Burglary Policy	Burglary Policy
Employee Compensation Policy	Employee Compensation Policy