The Oriental Insurance Company Limited

Head Office, New Delhi

Request for Proposal

For

Selection of Vendor for Maintenance of Enterprise Content Management Solution & Development of Document Processing & Workflow Automation Functionality

(Tender Reference No.: OICL/HO/ITD/ECM-AMC/2023/01 Dated 10.02.2023)

Information Technology Department

The Oriental Insurance Company Limited
NBCC Office Complex, East Kidwai Nagar
2nd Floor, Office Block 4,
New Delhi- 110023

CIN- U66010DL1947GOI007158
www.orientalinsurance.org.in

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Non-Refundable Tender Fee

Non-Transferable Receipt

To be filled by OICL Official

Tender Ref. No.	OICL/HO/ITD/ECM-AMC/2023/01 Dated 10/02/2023
Date of Issue	
Tender Issued to Bidder	
Draft No.	
Date	
Draft Amount	
Bank Name	
Name of OICL Official	
Designation of OICL Official	
Signature	
OICL Official	Bidder's Representative with Contact No. and Date

RFP for Selection of Vendor for Selection of Vendor for Maintenance of Enterprise Content Management Solution & Development of Document Processing & Workflow Automation Functionality

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Important Notice

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This tender document is not transferable.

Bidders are advised to study this tender document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.

The response to this tender should be full and complete in all respects. Incomplete or partial bids shall be rejected. The Bidder must quote for all the items asked for, in this tender.

The Bidder shall bear all costs associated with the preparation and submission of the bid, including cost of presentation and demonstration for the purposes of clarification of the bid, if so desired by OICL. OICL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

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Contents

Purpose of this Document

The purpose of this Request for Proposal (hereafter referred to as "RFP") is to define scope of work for the RFP for Selection of Vendor for Selection of Vendor for Maintenance of Enterprise Content Management Solution & Development of Document Processing & Workflow Automation Functionality.

This RFP contains details regarding scope, project timelines, evaluation process, terms and conditions as well as other relevant details which Bidder needs to factor while responding to this RFP.

Definitions and Acronyms

AMC	Annual Maintenance Contract
ATS	Annual Technical Support
Bidder	Single point appointed by OICL for this RFP
CVC	Central Vigilance Commission
DC	Data Centre
DRS/DRC/DR	Disaster Recovery Site
HO	Head Office
RO	Regional Office
DO / BO / SVC	Divisional Office / Branch Office / Service Centre
EC / MO	Extension Counter / Micro Office
INR	Indian Rupees
IP	Internet Protocol
IT	Information Technology
LAN	Local Area Network
Mbps	Million Bits per Second
MPLS	Multi-Protocol Label Switching
PO	Purchase Order
OEM	Original Equipment Manufacturer
OICL	The Oriental Insurance Company Limited
OS	Operating System
RFP	Request for Proposal
SOW	Scope of Work
T&C	Terms & Conditions
TCO	Total Cost of Ownership
TO	Technical Offer
ToR	Terms of Reference
UAT	User Acceptance Test
SME	Subject Matter Expert
VAPT	Vulnerability Assessment and Penetration Testing
SIEM	Security Information and Event Management
BFSI	Banking, Financial Institution and Insurance Company
POC	Proof of Concept
MSME	Micro, Small, Medium Enterprises
NSIC	National Small Industries Corporation
ISO	International Organization for Standardization
GST	Goods and Service Tax

PAN	Permanent Account Number
HRMS	Human Resource Management System
Kbps	Kilobytes per second
NOC	Network Operations Centre
SOC	Security Operations Centre

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 and Secondary Data Centre (SDC/DR) at Navi Mumbai, 29 Regional offices in various cities, Oriental Staff Training College (OSTC) at Faridabad, 450+ divisional offices, 500+ branch offices, Regional Training Centers, 30+ Claims Service centers, 30+ TP Hubs and 700+ Business Centers/micro offices geographically spread out across India. Currently head office has 4 buildings located in New Delhi along with OSTC Faridabad.

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.

Apart from the Core-Insurance application (INLIAS), OICL has various centralized applications like web portal, E-mail, Video Conferencing, HRMS etc. hosted at its Data Centers at Bengaluru and Navi Mumbai. These Data Centers are equipped with Rack Mounted Servers, Blade Servers, Enterprise Class Storage systems, Tape Libraries, SAN Switches, Backup Solution and other related tools and solutions.

The company has sold more than 10 million new policies in the year 2020-21. 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 employees and over 35,000 agents. The Company has a web portal www.orientalinsurance.org.in for use of its customers and agents with a provision for premium calculator, payment gateway and online issue/ renewal of policies.

1.2 Notice Inviting Bids

The Deputy General Manager (IT) invites online bids from eligible Bidders for RFP for Selection of Vendor for Selection of Vendor for Maintenance of Enterprise Content Management Solution & Development of Document Processing & Workflow Automation Functionality.

1.3 Project Objective

The Oriental Insurance Company Ltd. (OICL) envisages to select a competent Vendor for Selection of Vendor for Maintenance of Enterprise Content Management Solution & Development of Document Processing & Workflow Automation Functionality.

1.4 Schedule of Events

General Details	
Department's Name	Information Technology Department
Scope of Work	Selection of Vendor for Selection of Vendor for Maintenance of Enterprise Content Management Solution & Development of Document Processing & Workflow Automation Functionality
Tender Details	Request for proposal for Selection of Vendor for Selection of Vendor for Maintenance of Enterprise Content Management Solution & Development of Document Processing & Workflow Automation Functionality

General Details	
Tender Type	Open
Tender No.	**OICL/HO/ITD/ECM-AMC/2023/01 Dated 10/02/2023**
Consortium	Not Allowed
Download Tender Documents	Tender Document can be downloaded from OICL's website- https://orientalinsurance.org
Key Dates	
Document Purchase Start Date	10.02.2023; 11:00 AM
Document Purchase End Date and Time	27.02.2023, 3:00 PM
Last Date and Time for receipt of pre-bid queries	16.02.2023, 3:00 PM
Pre-Bid Meeting Date, Time and Location*	17.02.2023, 3:00 PM
Last Date and Time for submission of Bids	03.03.2023, 3:00 PM
Date and Time of Eligibility cum Technical Bid Opening	03.03.2023, 3:30 PM
Presentation by Qualified Bidders	Will be communicated
Opening of Commercial bid	Will be communicated
Declaration of L1 Bidder	Will be communicated
Payment Details	
Tender Fees (INR)	INR 5,000 (Rupees Five Thousand only) by crossed Demand Draft/Banker's Pay Order/ Online transfer in favour of "The Oriental Insurance Company Limited" payable at New Delhi. The RFP Document Price is non-refundable and inclusive of taxes. In case of Online transfer:

Name of Bank A/c (i.e., beneficiary)	The Oriental Insurance Company Limited
Name of the Bank	UCO Bank
Address of the Bank	4/2B, Asaf Ali Road Near Delite Cinema, New Delhi – 110002
Bank Branch Name	Asaf Ali Road
Account type	Current
Account No	01150200000009
IFSC Code	UCBA0000115
Nine-digit MICR Code No	110028003

	(Exempt for eligible entities (i.e., MSME/NSIC), as per Government of India Guidelines, subject to submission of the relevant certificate. Certificate shall be valid on the date of Bid Submission)
EMD Amount (INR)	Bid Security Declaration as per format provided in Annexure 5 to be submitted
Bid Validity	As per Tender Document
Performance Bank Guarantee (For successful Bidder)	As per Tender Document
Other Details	
Mode of Tender	Online
Contact details of e-Tender service	GeM Portal

General Details	
provider	
Contact Information	Deputy General Manager Information Technology Department, The Oriental Insurance Company Limited NBCC Office Complex, East Kidwai Nagar, 2nd Floor, Office Block 4, New Delhi- 110023 E-mail: tender@orientalinsurance.co.in

It is mandatory for the Bidder to purchase the tender document so as to participate in the pre-bid meeting.

The Pre-bid meeting will be held via video-conferencing and link for the same will be available on the day of meeting on OICL's Web Portal (https://orientalinsurance.org.in) under tender section.

1. 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.

2. 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.

1.5   Availability of tender document

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

The Oriental Insurance Company Limited
Information Technology Department,
NBCC Office Complex, East Kidwai Nagar,
2nd Floor, Office Block 4,
New Delhi- 110023

The RFP document will be available for sale at the above address on all working days as per the date and time specified in section 1.4 Schedule of Events on payment of non-refundable Tender Fee of Rs5000/- (Rupees Five Thousand only) (Exempt for eligible entities (i.e., MSME/NSIC), as per Government of India Guidelines, subject to submission of the relevant certificate. Certificate shall be valid on the date of Bid Submission) by crossed Demand Draft/ Banker's Pay Order/ Online Transfer in favor of "The Oriental Insurance Company Limited" payable at New Delhi. **Tender fee is inclusive of all taxes**.

In case of Online transfer, requisite details are provided in the table above- 1.4: Schedule of Events

A Copy of the Tender document is available on the web portal https://orientalinsurance.org.in under the link 'Tenders'. Bidders have to purchase Tender document in order to submit bids. Please note that the Company shall not accept any liability for non-receipt/non-delivery of bid document(s) in time.

1.6   Eligibility Criteria

#	Eligibility Criteria	Documents Required
1	The bidder should be a Government Organization/ PSU/ or a Public Limited Company/ Private Limited Company under companies act in India.	Certificate of Incorporation
2	The Bidder should have been in existence for a minimum period of Five years in India. **	Certificate of Incorporation
3	The Bidder should have a minimum turnover of Rs. 75 crores per annum (not inclusive of the turnover of	1. Audited Financial statements for the respective financial years and/or

#	Eligibility Criteria	Documents Required
	associate companies) in last three financial years (2019-20, 2020-21 and 2021-22). **	2. Published Balance Sheet and/or 3. CA Certificate
4	The Bidder should have a positive net worth in the last three financial years (2019-20, 2020-21 and 2021-22).	
5	The Bidder should not be blacklisted/ debarred by any Government or PSU enterprise in India as on the date of the submission of bid.	Self-Declaration letter by Bidder authorized signatory.
6	The Bidder should hold a valid GST Number & PAN Card and should be registered with the appropriate authorities for all applicable statutory taxes/duties.	1. Copy of GST certificate to be submitted 2. Copy of PAN Card to be submitted
7	Bidder must have valid at least one of ISO 9001: 2015 & ISO/IEC 27001:2013 ISO 20001. AND SEI CMMI Level 3 or above certificates on the date of submission of bid	Copy of relevant certifications
8	The Bidder should be Original Equipment Manufacturer (OEM) or its Authorized reseller/seller or partner of the products offered	A valid letter from the OEM/ MAF
9	Bidder should have implemented / maintaining similar OEM's enterprise- solution consisting of ECM or it's underlying components viz. Document Management System (DMS) or Workflow Management or Case Management solution for at least one BFSI/ PSU/Govt. organization in India for an order value of not less than ₹5 crores having 5000 users or more.	Credential Letter OR Copy of Purchase Order/ Contract copy along with Sign off/ completion letter
10	The bidder should have support/service center in Mumbai & Bengaluru for Infrastructure Support.	Self-Declaration letter by Bidder authorized signatory.
11	The Bidder or any its subsidiaries should not be involved in any litigation which threatens solvency of company.	Self-Declaration letter by Bidder authorized signatory.
12	The Bidder should have minimum 500 employees on its payroll. AND The Bidder needs to submit job profile of minimum two resources with experience in Documentum based implementation/maintenance and to be deployed on OICL project.	1. Self-Declaration letter by Bidder authorized signatory. 2. Company Secretary Certificate confirming the employee strength of Company

*OICL reserves the right to verify references provided by the Bidder independently. Any decision of OICL in this regard shall be final, conclusive and binding up on the bidder. OICL may accept or reject an offer without assigning any reason whatsoever.

**Micro & Small Enterprises are relaxed against point 2 & 3 in Section 1.6 Eligibility Criteria

Note:

1. Bidders need to ensure compliance to all eligibility criteria points.

2. In-case of corporate restructuring, the earlier entity's incorporation certificate, financial statements, Credentials, etc. may be considered.

3. In case of business transfer where Bidder has acquired a Business from an entity ("Seller"), work experience credentials of the Seller in relation to the acquired business may be considered.

4. Purchase orders without relevant organization confirmation through a credential letter will not be considered as credentials (as applicable).

5. If an agent submits a bid on behalf of the Bidder/ OEM, the same agent shall not submit a bid on behalf of another Principal/ OEM for the same solution.

6. While submitting the bid, the Bidder is required to comply with inter alia the following CVC guidelines detailed in Circular No. 03/01/12 (No.12-02-6 CTE/SPI (I) 2 / 161730 dated 13.01.2012): 'Commission has decided that in all cases of procurement, the following guidelines may be followed:

   a. *In RFP, either the Indian agent on behalf of the Bidder/OEM or Bidder/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same RFP. The reference of 'item/product' in the CVC guidelines refer to 'the final solution that bidders will deliver to the customer.*

   b. *If an agent submits a bid on behalf of the Bidder /OEM, the same agent shall not submit a bid on behalf of another Bidder /OEM in the same RFP for the same item/product.'*

1.7   Project Timelines

The Project Manager/Coordinator shall submit a weekly report on the progress of the project to OICL and appraise the activities completed during the week and activities to be taken up in the upcoming week. Necessary assistance from OICL officials will be provided to ensure that activities are completed in time. The detailed activities to be completed in each phase are mentioned below along with the timelines.

#	Activity	Time Period for Completion
1	Project Kick-off & Deployment of Team	T+10 days
2	Configuration, Customizations & Integrations of system & Completion of UAT	T+4.5 months
3	Implementation & Go-Live of Document Processing & Workflow Automation Functionality	T + 5 months

T is the date of acceptance of PO

AMC & ATS will commence post completion of existing contract period. Details are provided in Section 2.2

1.8   Escalation Matrix

OICL as well as the Bidder will decide an escalation matrix to resolve any issues that may crop up during the project period. Both OICL and the Bidder shall inform the names of the persons, designation, Email ids and their telephone numbers for the escalation matrix to be effective.

1.9   Contract Period

The term of the Contract shall be for a period of 5 years and extendable for one years on same Terms & Conditions and mutually agreed prices (solely at OICL's discretion).

2   Scope of Work

2.1   Background & Current IT Infrastructure

OICL's IT Infrastructure is enabled by a 24x7 data centre. Within the data centre, various servers and associated equipment are hosted that provide the processing power and storage for manning/managing application programs. This layer also includes system softwares (operating system) that forms a part of the hardware deployed.

The servers in turn are used to host applications including INLIAS, SAP, HRMS, Portal, E-mail, Proxy, etc. that provide business services to the users.

On top of the application layer there is a network layer that makes these applications accessible from remote offices (VPN) and finally the end user's computer (LAN).

The users accessing these applications from their desktops form the top of this logical view of OICL's IT landscape. All other elements are ultimately to serve the users in performing their business functions.

2.2   Existing Setup

Existing System Architecture
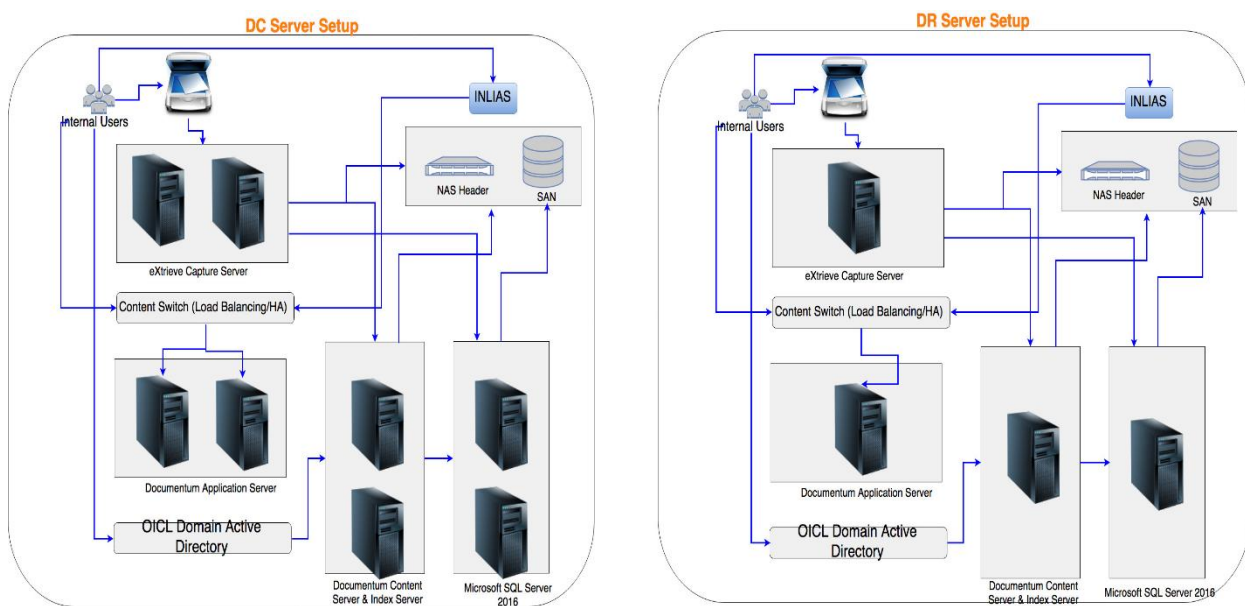
Existing Server Details

Server Model	Purpose	Application Running	No. of VMs	Operating System
Power Edge R630	DC-Prod 1: Capture Server	Capture Server & CTS	Physical Server	Windows Server 2012 R2
Power Edge R630	DC-Prod 1 : Hyper-V	Hyper-V	Physical Server	Hyper-V
		VM1: Content Server	1	Windows Server 2012 R2
		VM2: D2	1	Windows Server 2012 R2
Power Edge R630	UAT: Hyper-V	UAT: Hyper-V	Physical Server	Hyper-V

Server Model	Purpose	Application Running	No. of VMs	Operating System
		VM1: Test	1	Windows Server 2012 R2
		VM2: Development	1	Windows Server 2012 R2
Power Edge R630	DC-Prod 2: Capture Server	Capture Server & xPlore	Physical Server	Windows Server 2012 R2
Power Edge R630	DC-Prod 2 : Hyper-V	Hyper-V	Physical Server	Hyper-V
		VM1: Content Server	1	Windows Server 2012 R2
		VM2: D2	1	Windows Server 2012 R2
Power Edge R730	DC-Prod 1 : Database	MS SQL Server	Physical Server	Windows Server 2012 R2
Power Edge R730	DC-Prod 2 : Database	MS SQL Server	Physical Server	Windows Server 2012 R2
Power Edge R630	DR-Prod 1 : Hyper-V	Hyper-V	Physical Server	Hyper-V
		VM1: Content Server	1	Windows Server 2012 R2
		VM2: D2	1	Windows Server 2012 R2
Power Edge R630	DR-Prod 1 : Capture Server	Capture Server, xPlore & CTS	Physical Server	Windows Server 2012 R2
Power Edge R730	DR-Prod 1 : Database	MS SQL Server	Physical Server	Windows Server 2012 R2

Existing License Details

S.NO	Existing Software/ Hardware	Make	Model/ Version/ License No.	Quantity	End of Life/End of Support
1	ECM Application	OpenText	Documentum- Ver 7.2 (License No. CBNGSF8GWP3DHRS8P7NX)	Enterprise Wide/10019 users	Perpetual License
2	Database-Enterprise Edition	Microsoft	MS SQL Server 2016 Enterprise Edition	18	Perpetual License
2	Capture Solution	Extrieve Technologies	Extrieve – Waves- ver. 5.0, (License No. ETPL/2017-18/01)	1 lot (10019 users)	Perpetual License
3	Servers with OS	Dell	PowerEdge R/730	3	Servers EOL March 2029
			PowerEdge R/630	7	Servers EOL March 2029

S.NO	Existing Software/ Hardware	Make	Model/ Version/ License No.	Quantity	End of Life/End of Support
4	Server Racks	President Racks		2 (1 at DC & 1 at DR)	

OS License Qty.

Location	OS	Qty
At DC Bangalore	Windows Server 2012 R2	7
At DR Rabale	Windows Server 2012 R2	3

Capture Application- Deployment Model
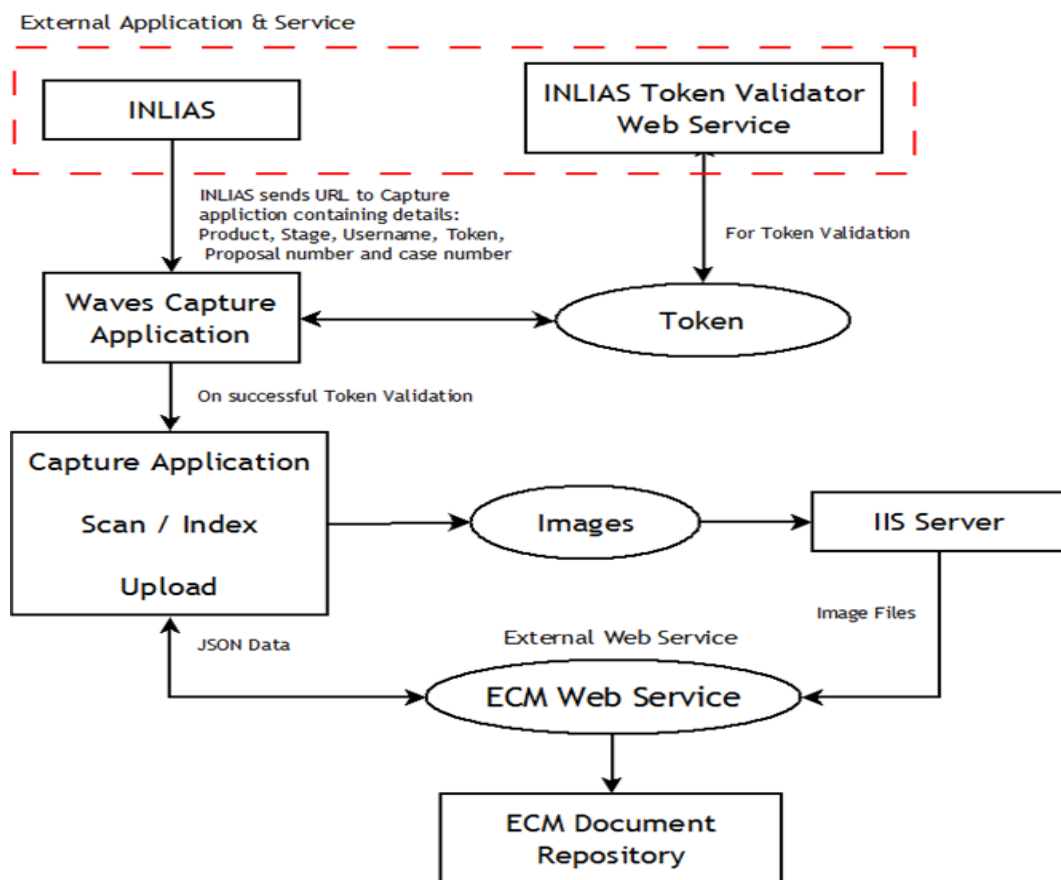
Design Diagram of Capture Application
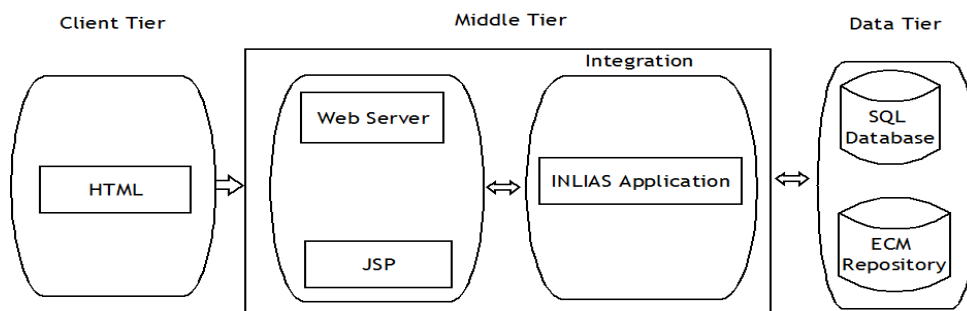
Scanning Indexing (INLIAS)
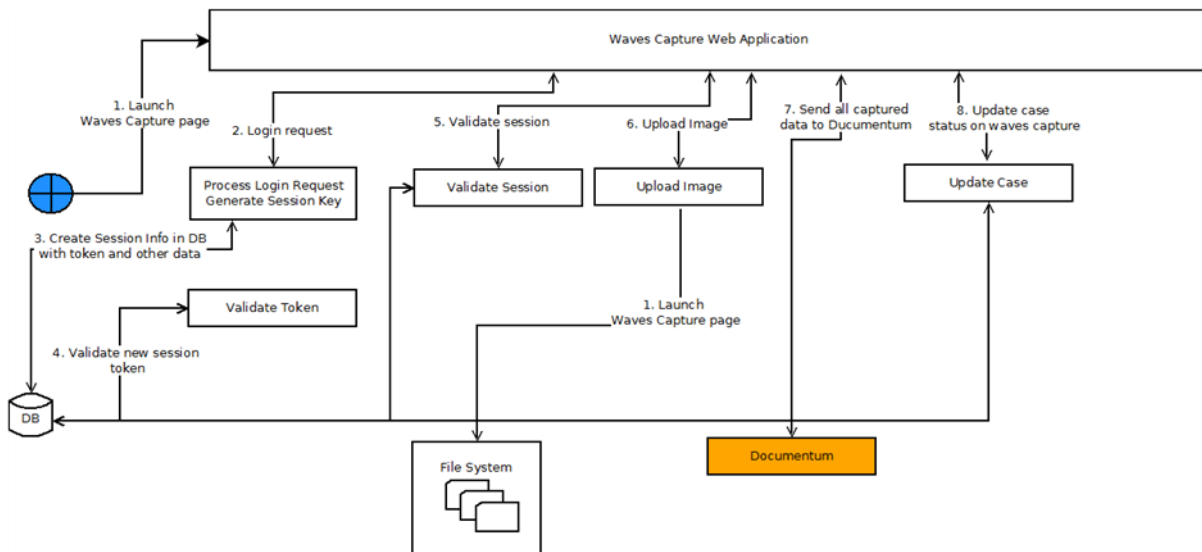
Flow Diagram of Capture Application
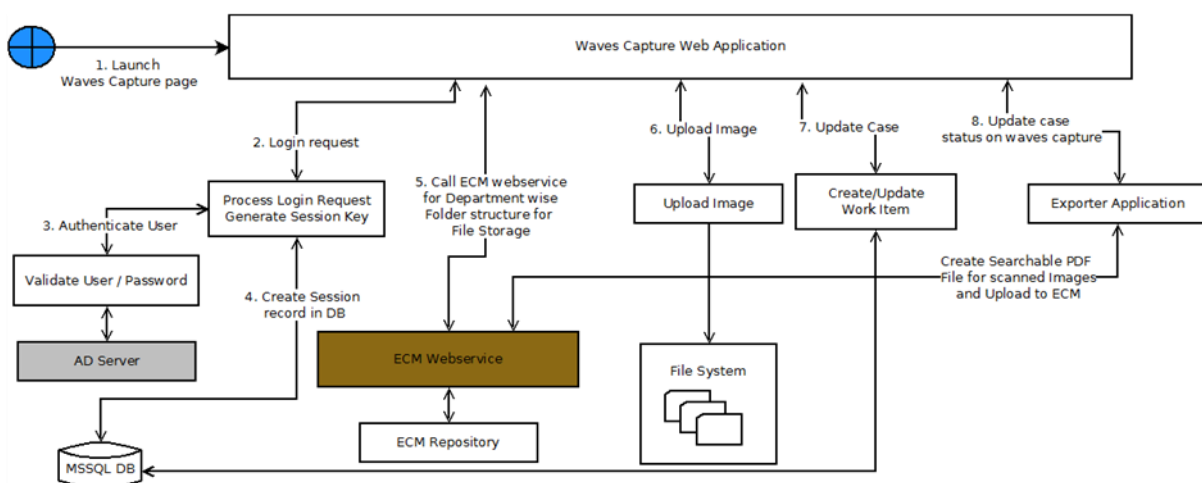
2.3   Detailed Scope of Work

Bidder is required to provide Maintenance (AMC & ATS) for the existing Enterprise Content Management Solution (ECM). OICL may also require the Bidder to Upgrade the existing (ECM) to the latest version. Bidder is further required to customize, implement and maintain document processing, Office Notes Creation and workflow automation for OICL. Bidder to review the existing infrastructure setup and ensure that the functionality built is compatible with the hardware, OS, Database etc. It will be the responsibility of the Bidder to ensure requisite upgrades (if reqd.) for successful commissioning of the overall solution. Bidder will also be required to share OEM's support matrix for the hardware (including OS, Database etc.) compatibility.

An indicative list of various important features is provided below:

Creation of Departmental notes (like claim notes, under-writing notes, administrative approval notes, financial approval notes etc.): The system shall have an In-built Web based Text Editor with basic functionalities such as bold, alignment, font, color etc. with Draft folder to save Using workflow feature of a system. User shall be able to route the Office Note for approval as per hierarchy defined (more than one official on one level should also be available). The system shall be automatically stamped with username, date and time, capture the signature of user working on a Note. Bidder to ensure that the system replicates the Present file handling in the same manner as followed i.e. Electronic files shall give the same look and feel as Physical file. The system shall provide facility to users to link the notes to any document, file and previous notes, so that corresponding objects can be directly opened from the note view. It should also have the functionality for attaching supporting documents.

The system should be automated to cater to the file processing requirements of OICL. It should ensure that files dealing with any subject in any department are processed in a similar manner.

The system should have provision to track life cycle of business objects, Creation of Logical Folders by subject/ project etc., organization of the documents into these folders, Indexing of the Documents – by date, by subject, by sub subject codes, Association of Keywords to the files – Content, Subject Codes etc with version control. and this indexing should happen automatically as per the defined structure. User will have the option to modify it, if required.

Content based Search & Retrieval: This solution should provide a platform to search image content and file base contents with proper indexing & Meta data for their easy retrieval, as & when required.

**Access Controls**: The Access Controls shall provide controls for work processing at user level, subject level, designation level, field level and ensure that only the relevant information at the relevant level is available to relevant users at relevant times.

Dashboard: There should be a provision for Dashboard providing a proactive Executive Information System in the form of visual alerts. The threshold for the alerts can be personalized according to the user's preference. This is provided for the OICL officers for monitoring the health/ progress of the department and taking proactive action on appropriate time.

MIS: MIS shall present the analysis of day-to-day activities such as files, correspondences on various dimensions such as time period, department, subject, person, etc. Reports can be generated which help in measuring the efficiency in the file disposal and tracking the productivity.

User Interface: The proposed system components should be simple to use. The total set of functionalities must be uniform in their User interface, being consistent in their use and meaning of keystrokes and sequences and in their visual presentations to the User. The User interface should be graphical (i.e. GUI) in nature.

Personalization: The System should provide an online Dashboard, which enables monitoring of work related to their Departments. Users should also be able to organize their Dashboard with personal requirements and

indicators for information statistics. All the applications should be logically grouped so as to enable access to the relevant group of users.

System Requirement Study and Design: The Bidder will undertake in depth study of existing procedures of handling documents. The Bidder is to use Graphical Use Case to demonstrate work processes graphically to the user and take his Approval before getting into the design phase. The SRS is to be signed and approved by OICL for the processes / procedures being followed by them. The customization by Bidder to bridge the gaps will be included in the price bid and OICL shall not be responsible for any additional cost. Bidder should also cover additional functionalities like bug fixing, gaps/problems found during testing and gaps against functionalities.

Other system requirements are as below:

1. Entire management of user ids, security, permissions, etc. shall be handled centrally by the Service Provider. However, Bidder to note that all calls will be logged on OICL's central helpdesk.

2. The system should be completely scalable both horizontally and vertically to accommodate the changing user numbers and data volumes. The workflows for movement of documents and files within the system should have flexibility in terms of customization vertically and horizontally.

3. Should be on web based multi-tiered architecture.

4. Interfaces with popular office software like MS Office etc.

5. Support the Digital Certificates as per IT Act of India, 2000 and its subsequent amendments

6. Bidder to note that any additional licenses required for the overall solution implementation will be the SI's/ Bidder's responsibility and cost for the same, if required, should be factored in the TCO.

7. The customization should support integration with OICL's e-mail solution, Active Directory, HRMS, INLIAS and any other system identified by OICL.

8. Be User Friendly and support Drop Down List for most of the fields, Single window for interacting with the application

9. Ensure security of document by implementing a robust mechanism of multi-level access control and audit trail.

10. Monitor history of changes in the document and track use of the documents.

11. Security. The solution must provide end-to-end security model that protects applications, services, data and the infrastructure from malicious attacks or theft from both external and internal users. The solution should allow features for storing data in encrypted format in the database. The solution should provide fine grained authorization and access control mechanisms to ensure that sensitive and confidential information is not accessible to unauthorized persons.

2.3.1 Customization

1. The Bidder is expected to document the current state assessment and get the same reviewed and approved by OICL.
2. The Bidder needs to provide all statutory and regulatory reports as required by the regulatory institutions. OICL will not pay any additional customization costs either for gaps observed as given above and/or gaps observed for statutory or regulatory reports as required by OICL.
3. The Bidder is expected to provide a resolution to all gaps observed during Functional Requirement, Product Demonstration, Current Systems Study, Training, User Acceptance Testing (UAT), Business Process Definition (BPD) and subsequent roll out for all the proposed solutions. The cost of customization should be included as part of Commercial Bill of Material.

4. The Bidder will have to ensure that the functionality provided as part of the Solution project meets all the requirements described in detail in the functional and technical requirements and to carry out all customizations or development work as maybe required by OICL at no additional license charge/ fees/ expenses. The Bidder will have to provide all the MIS reports as per the requirements of OICL.

5. The Bidder will have to document and submit to OICL all the testing activities, procedures and results.

6. The Bidder is required to ensure that the software provides interfaces to the other existing application systems and solutions. Applications and solutions implemented by OICL in future will be interfaced/ integrated at per Man-day cost, as stated in the Commercial Bill of Material.

7. The Bidder will have to provide OICL weekly progress reports on the bugs/problems reported/points taken up with schedule of date of reporting, date of resolving, and status for all kind of bugs and problems whether reported by OICL or Bidder's staff.

8. Customizations would be both with respect to the new changes and interfaces that OICL proposes to implement through the selected Bidder.

9. Additional Software Customizations and Enhancements that would be provided based on future requirements at additional costs shall not attract ATS / AMC.

10. Bidder is responsible for carrying out Customization/Configuration changes for new requirements / new processes as and when required, without any extra cost, for those Efforts requiring less than 30 man days per change request. Efforts requiring more than 30 man-days will be considered through Change Request route subject to condition based on mutually agreed number of man-days and will be paid based on per man-day cost agreed in Bill of Material for over and above 30 man days only.

2.3.2 Integration Requirements

Bidder is required to integrate with OICL's HRMS application and any additional application(s) identified till the time of SRS Sign-off at no additional cost to OICL.

2.3.3 AMC, ATS & Facilities Management (FM)

The successful Bidder should depute qualified dedicated manpower (FM support) as per the PO, till the contract expiry date at OICL Head Office, New Delhi as per OICL's office hours.

Bidder will be the single point of contact and responsible for AMC, ATS, guarantees & warrantees for all components, software, etc.

During FM period, Bidder will be responsible for:

1. Overall maintenance and working of the Solution
2. Bug fixing and delivery of patches/ version changes effected
3. Creating knowledge repository for the bugs identified, resolution mechanism, version upgrade, future upgrade etc. of Application software, etc.
4. Provision should be available for version control and restoring the old versions if required by OICL
5. Enhancement, modifications, customization, patches, upgrades due to statutory, regulatory, industry, changes till the SRS Sign off will be provided at no additional cost to OICL.
6. Providing the sizing for anti-virus software, OICL will provide the required anti-virus.
7. Configuration changes, version up-gradations, performance monitoring, trouble-shooting, patch installation, running of batch processes, database tuning, replacement/support, technical support for application and data maintenance, recovery, query generation and management etc. of all software supported under this RFP document.
8. Bug fixing should be undertaken in the event of software failure causing an interruption of operation of the proposed application as per the response/ resolution times defined by OICL.
9. All the detected software errors must be notified and corrected, as per the agreed timelines
10. Support OICL in integrating any new applications to the proposed applications
11. Provide OICL with hardware utilization/ performance monitoring reports and alert OICL in case of any performance issues by suggesting future capacity planning

12. The operational support staff should have on-site support experience for the proposed applications
13. Conduct DR drills in conjunction with the OICL's policies/procedures
14. Routing the transactions through backup system in case the primary system fails, Switching to the DR site in case of system failure
15. Service records and calls to helpdesk must be maintained and tracked for support, which will be reviewed monthly by OICL.

Bidder has to deploy competent resources for the team to provide necessary maintenance and support as per the requirements of OICL. Bidder has to deploy adequate resources to ensure that the systems are up and services are not impacted. To ensure that the SLAs are met, the Bidder if required will need to deploy additional resources during the contract period including implementation schedule without any additional cost to OICL.

AMC & ATS

Bidder is required to provide AMC & ATS of the existing Enterprise Content Management Solution & requisite support for the customisations during the contract.

1. The Bidder needs to have back to back arrangements with relevant parties for all AMC/ATS for the entire contract period.
2. Maintenance including all software, hardware for production and test, parts, media, patches, updates and licenses.
3. Bidder shall support all hardware, equipment, spare parts etc.
4. In the event of system breakdown or failures at any stage, relevant protection available shall be specified which would include the following:
   a) Diagnostic for identification
   b) Protection of data-entered
   c) Recovery / restart facilities
   d) Backup facilities
5. The Bidder shall carry out Preventive Maintenance (PM) at the Data Centre and Disaster Recovery site of all required hardware and testing for virus, if any, once in a calendar quarter and should maintain proper records at each site for such PM.
6. If the Operating System or additional copies of Operating System are required to be installed / reinstalled/ de-installed, the same shall be done at no additional cost during the period of contract. The Bidder shall provide or develop with the assistance of OICL.
7. The bidder shall follow the below mentioned technical standards:
   a) Security Requirements;
   b) Operating Procedures;
   c) Recovery Procedures;
   d) Perform an inventory of licenses in place as of the Start Date;
8. The Bidder shall perform license registration, if any, with the appropriate manufacturer, for hardware and software:
   a) Procured through the Bidder, or
   b) Procured by OICL with notification to the Bidder for inclusion in such database
9. Bidder shall monitor to check adherence to preventive and repair maintenance terms and conditions
10. Bidder shall provide OICL with access to asset control information.
11. Bidder shall maintain data regarding entitlement for software upgrades, enhancements, refreshes, replacements and maintenance.

12. The coverage of maintenance support will be at least across the following though not limited to these only:

   i. Bug fixation in co-ordination with user department
   ii. Incorporation of new requirements owing to security audit, regulations, legal, statutory and policy changes
   iii. Customizations
   iv. Solution/workarounds for Data Entry
   v. Re-installation of base software and System restoration
   vi. Report creation, modifications
   vii. Workflow changes
   viii. Resolution of reported errors
   ix. Enhancements of existing configurations and functionalities
   x. Documentation of all the changes made to the system
   xi. Coordinating with OEM for ECM application related issues
   xii. Application Parameter setting
   xiii. Application Spool Management
   xiv. Monitoring of systems for threshold and corrective action
   xv. Roles, Authorizations and access controls as per OICL management's approval
   xvi. Performing End of Day and Beginning of Day activities
   xvii. Manage Issue Resolution process
   xviii. Daily Transaction execution support
   xix. Reporting related issues
   xx. Creation of User Manuals
   xxi. Users Administration
   xxii. Data Debugging to identify/assist in finding errors
   xxiii. Database related support
   xxiv. Database administration & maintenance
   xxv. Maintaining Application Security by complying to VAPT, WASA, and ISMS audit points.
   xxvi. Backup scheduling and monitoring
   xxvii. Periodical Performance tuning and optimization
   xxviii. SLA Adherence
   xxix. Performance tuning reports
   xxx. Daily refund processing for eligible transactions

13. Database Performance Management

   i. Implement database upgrades into the production, non- production and DR environment(s)
   ii. Track and co-ordinate database related incidents/ problems till resolution.
   iii. Analysis of incident/ problem trends
   iv. Monitor capacity requirements
   v. Maintaining and monitoring the health of databases.
   vi. Monitor, analyze alerts and logs including:
      a. Database changes
      b. Background job status
      c. Operating system logs

d. Space management

vii. Analyzing/Troubleshooting Database Performance

viii. Collection of statistics for databases

ix. Optimizing database performance

x. Monitoring of transaction logs

xi. Periodic optimization of application databases through compression facilities and database tuning.

xii. DDL, export and import related activities

xiii. Periodic optimization of application databases

xiv. Perform Database Space analysis

xv. Alignment to purging policy and review of archive logs requirement.

xvi. Daily activities such as end of day, end of month, end of year/quarter etc.

xvii. Perform regular import and loading of data and ad-hoc data extractions.

xviii. Create definitions of logical data structures, tables, views, indexes, program specification blocks, stored procedures & define their relationships

xix. Data Migration/correction support

xx. Create (re-store), Implement and validate database recovery solutions.

14. The Bidder should ensure that the system complies with all the OICL's requirements and any statutory and regulatory guidelines

15. Provide Customized report to meet periodic IRDAI reporting requirements and other report requirements in ECM. (viz Monthly, Quarterly, Half yearly or Yearly basis)

16. Bidder shall develop and provide written Support request troubleshooting procedures for the system and application environment.

17. Management of the granting, removal, monitoring and editing of access rights allocated to the database environments.

During the AMC/Support tenure all firmware, patches, update & upgrade provided by OEM is to be supported by Bidder. During the period of AMC, it will be mandatory on the part of the Bidder to attend and resolve breakdown calls (if any) as per the parameters/ time-frame.

As part of **Server maintenance & administration**, bidder is required to carry out the following activities:

i. The bidder is required to perform Server Administration service to keep servers stable, reliable and their operation efficient.

ii. The bidder is required to perform Operating system customization and patching.

iii. The bidder is to monitor proposed systems for key events, health and performance.

iv. The bidder is required to perform proper configuration of server parameters, operating systems administration, hardening and tuning

v. The bidder is required to provide day-to-day system administration support.

vi. The bidder is required to do preventive Maintenance (which includes health, fitness checkup and cleanliness of the equipment) situated in DC and DR on quarterly basis.

vii. The bidder is required to perform user/group administration, security Permissions, group policies, print services, event log warnings and errors, and resource monitoring, ensuring system architecture components work together seamlessly Monitoring Data Centre's Hardware and Performance of Concerned Hardware and respond to hardware issues as they arise

viii. Handling day to day Health Check and maintenance activities like CPU, Memory and file system usage monitoring and raising service tickets to take corrective actions in case of issues.

ix. Ensure security through access controls, backups, and firewalls

x. Implementing various OS related hardening configuration

xi. Creation and maintenance of Cron jobs, Shell scripts & other automation techniques as needed.

xii. File system configuration, Storage configuration and Network configuration in DC and DR.

xiii. Review of business and technical requirements with OICL for the systems installed and its configuration.

xiv. Creation of Physical Domain and logical domains/containers as per OICL Requirement. The services team shall configure the domains/virtual environments as required by the solution. All required settings and configurations will be the responsibility of the services team.

xv. Installation and Up gradation of Operating System/s running on servers in DC and DR :- The current operating system is Window. The up gradation of OS would be requested by OICL time to time. The up gradation of the OS will not be limited up to dot version upgrade and may require prior testing and roll back also. In case of any OS Version Upgrade as per recommendation/Suggestion from OICL Team, Bidder should complete the same without any additional cost to OICL and has to be submit detail plan of action along with roll back plan.

As part of Storage management, bidder is required to carry out the following activities:

i. Sizing, Mounting and Mapping of allocated logical storage units to the existing file system of servers in DC & DR.

ii. Bidder has to perform activities like: LUN Extension of existing LUN & LUN Mapping.

iii. The deployment, backup and restoration of application/s in DC and DR servers as per OICL instructions or on request of application/s vendor/s.

iv. Database Backup/s, Restoration/s and migration/s between DC and DR servers as when required

v. Installation and configuration of SSL certificate/s in server/s in DC and DR on the expiration or on request of OICL.

vi. Configuration/Patch Management: The bidder will also be responsible to undertake the following under the AMC agreement - User access, server configuration, Firmware upgrade, patching. Management and testing, TCP/IP Network configuration. Proactive deployment of OS service packs & critical OS/Security patches. Testing of Patches & Hot fixes & deployment of the same in production environments for O/S. Bidder should provide and implement patches / upgrades / updates for Hardware / Software / OS / Middleware etc. as and when released by the OEM or as per requirements of OICL. Bidder should bring to notice of the OICL all release /version change. Bidder should obtain a written permission from OICL before applying any of the patches / upgrades / updates. Bidder has to support older versions of the software / Hardware / OS/Middleware etc. in case OICL chooses not to upgrade to latest version. The bidder will also be responsible for Security settings, Server hardening, vulnerability assessment and compliance, Server access control. Follow agreed security policy remote logins & access policy.

vii. Antivirus management: - Coordinate with OICL's Anti-Virus team for updating, reporting and monitoring.

viii. Incident Management: The selected vendor should ensure the incident management process to prevent disruption to the application, along with resulting incidents. Eliminating recurring of incidents. Identifying the root cause of service interruptions and proposing permanent fixes to eliminate this cause. Submitting a request for change that will implement the fix. A temporary work around for the problem, Overall system health monitoring with alerts and escalations.

ix. IT Governance: The selected vendor should put in a process of review framework at various levels using a combination of structured review meetings, scheduled status reports as well as need based

interactions: Follow the defined escalation matrix to facilitate notifications to concerned officials at right time. Incident report to be submitted within 1 working day with corrective action plan or action taken. Put up monthly performance reports sharing the following areas: Production incidences happened during the period and preventive action taken. Status and plan for key issues. Systems health, issues & resolutions and activities carried out during the period. Provide the outage during the period and reconciliation with the outage report.

x.   Closure of Observations: Prompt Compliance and closure of any observation(s)/finding(s) /recommendation(s)/Query(ies)/Advisories of any Audit/Concurrent Audit/Management Audit/Information Security Audit/External Audit/Inspection and Management Audit or IT Risk Management or IT Compliance or Information Security Department /ISNP/PSS-Act/Comprehensive Security Review/ IRDAI/GOI /SOC Observations-Alerts-VA-PT/any regulatory authority etc. which shall be advised from time to time by the OICL to the selected bidder in respect of Solutions provided and Solutions setup. The bidder should provide maintenance services so as to comply with various regulatory and compliance requirements. I.e. Compliance with IS policy of Organization. Up-gradation of latest firmware/operating systems, installation of operating system patches/ emergency security patches for the hardware in scope.

System Backup & Recovery:

i.   Configure and verify routine Server operating system backups.
ii.   Define user and application data backup requirements.
iii.   Configure and verify user and application data backups based on OICL requirements.
iv.   Restore the Operating System functionality, and user and application data as required, from backup media in the case of a system recovery.
v.   Perform a scheduled check on the correctness of the backup procedures.
vi.   Perform tests when a procedure is changed.
vii.   Define backup and recovery schedule and review with OICL.
viii.   Agree to the backup and recovery schedule.
ix.   Coordinate with OICL storage / concerned team managing central system backup and recovery for successful conduct of backup and restore.
x.   Establishment of replication of database/s and OS image between DC & DR and its support and maintenance. This replication should be maintained or re-configure as per latest database structure.
xi.   Intervention for the restore operations

DR Drill- Disaster Recovery

i.   Execution of various tasks and activities related to Disaster Recovery (DR) drill every three (3) months as recommended by OICL
ii.   Coordinating activities with multiple vendors involved in the DR drill execution
iii.   Performing failover of proposed Systems from DC to DR site in compliance with the RTO (2 Hours), RPO values (1 Hour) and timely failback to DC after restoration to normalcy during a disaster / planned quarterly DR drill. Co-ordination with application vendor and other vendors for data center equipment like Storage, Backup and DR Management at the time of DR Drills.
iv.   Managing uptime of servers as per SLAs.

Security Compliances

OICL conducts VAPT and Information Security audit based on its audit policy and IRDAI ISNP guidelines. The Selected Bidder needs to comply with the findings of the VAPT/ audit in terms of the hardware, software, OS,

DB & applications provided under this RFP. Closure of Quarterly Vulnerability Assessment & Penetration Testing (VA-PT) observations, IRDAI observations, concurrent audit observations and evidence gathering, latest security patches, etc.

Third Party Vendor Coordination

i. Coordinating with other vendors for data center equipment like Storage, Network, Security, Backup etc.

ii. Coordinating with other application vendor.

iii. Interact with various stakeholders to resolve the issues at the earliest.

iv. Interacting with any other related vendor engaged by OICL for execution of the scope of work

Kick-off meeting shall happen within 15 days after the execution of the contract.

The successful bidder shall not change any member of the project team during the course of the project without written consent from bank.

2.3.4 Monitoring Tool

Bidder is required to provide a Monitoring & Reporting Solution on a service model.

This service needs to provide continuous monitoring of events, and will filter and qualify them, identifying events that need customer attention. The service needs to provide a secure, interactive web-based portal which serves as a critical link between Bidder and the OICL. All elements regarding life state, including performance reporting, incident tracking and remediation, change management, inventory management, configuration details, and account information, can be viewed through this single source. It needs to act as a repository for both Bidder and the OICL for contact information and escalation processes.

The service needs to address incident, change, and problem management, availability and performance reporting, and configuration management. Bidder shall provide the Services for each system listed in the "Scope of Work" along with existing servers and Storage. Bidder shall provide the Services using tools and systems, including tools for collecting, storing, managing, updating, and presenting data about all Configuration Items and their relationships.

The Bidder shall be responsible to arrange any IT Infrastructure required delivering this service to OICL.

This service needs to **provide 99% uptime.** This service from the Bidder should provide:

- Proactive Monitoring & management (24x7x365) as subscribed
- 15 min notification SLA
- Portal Dashboard for the service
- Continual optimization of environment
- Quarterly review of performance
- Prompt issue identification and resolution
- Helps in change management, incident management and process management

The service should provide following benefits to OICL:

Service	OICL Expectation
24 x 365 Monitoring of telemetry	Identification of life state events
Event filtering	Focus on critical events
Alerts when specific metrics exceeds predefined thresholds	Proactive notification of potential issues
Reporting on event management, performance and availability	Identification of patterns that may predict improperly tuned configuration items

Service	OICL Expectation
Response Time SLAs	Reliable service delivery

2.3.5 Project Management

Bidder is required to deploy resources who will be responsible for managing the project as a whole and act as an interface between OICL and the Bidder during the contract period. Project Manager will be the single point of contact on behalf of the Bidder.

Bidder should provide a detailed description for project management activities as part of its proposal in response and compliance to this RFP.

Project Manager Responsibilities would primarily cover the following:

a. To ensure service delivery and resource management.
b. To prepare project plan, managing the contingencies & resource management while maintaining service delivery.
c. Risk identification and mitigation strategy.
d. To design, implement and demonstrate processes in line with best practices.
e. To factor resource redundancy plan for better continuity and reliability of services.
f. To create documentation for all the processes in line with quality standards.
g. Ensuring continuous improvement of services
h. Sharing knowledge and value addition with OICL's IT team on continuous basis.
i. Innovative and effective use of EMS tools in delivering services
j. Overall responsibility for delivery of services as per Scope/ Statement of Work/s (SOW) and Service Level Agreement (SLA).
k. Maintain project communications with stakeholders of OICL
l. Provide strategic and tactical recommendations in relation to technology related issues and technology improvement.
m. Resolve deviations from the phased project plan.
n. Conduct regular scheduled project status/ review meetings involving officials of the Bidder and OICL
o. Submission of periodic reports.

2.3.6 Transition Management

OICL recognizes that the transition process and its effectiveness, has a significant impact on the success of the ongoing services. OICL has the following key objectives for transition:

a) Maintain steady operation of all services and maintenance of current service levels during migration of controls and responsibility from OICL / current vendor to selected Bidder.

b) Successfully complete all activities, providing a stable platform for future improvement in service delivery and associated benefits for OICL Transition Deliverables.

Bidder, as part of the project, will be required to provide Transition support. Scope includes:

1. Bidder has to formulate the full transition process from OICL/ current vendor and provide an approach at the time of Kick off meeting.
2. Transition process will start immediately from Date of Purchase Order, Bidder has to mobilize the team on ground for transition accordingly. The Bidder will take handover from existing vendor support team which is based in Delhi/ NCR.

3. Bidder should set up a communication plan between the existing OICL vendor, OICL official and Bidder Transition Team.

4. Set-up transition management process (risk, issues, changes, dependencies, reporting etc.)

5. Discover and study existing practice, process, assets etc.

6. Define processes, develop SOPs, checklists, escalation matrix and flow charts.

7. Transition will be completed only when OICL respective team provide sign off on the documents submitted by the Bidder as part of transition phase.

8. Transition documents should be self-explanatory and should be in detail.

9. Documents should capture (Not limited to) all the workflow, parameters, services, configuration.

10. Bidder should provide the RACI Matrix and should obtain signoff from OICL.

11. Business as usual to be delivered by Bidder's team as per scope of work.

12. Bidder has to submit DR Drills Run book and all the process run book as part of transition phase which will be sign off by the respective team of OICL.

13. There has to be a dedicated team with a Project Manager for Transition phase.

14. Progress of the transition, delay, risk etc. needs to be reported every week to OICL.

15. SME need to be deployed by the Bidder for existing ECM application and its infrastructure, who will take handover from the OICL and Current Vendor.

16. All the Critical Reports have to be the part of transition process. There should be a site specific installation run book as well as architecture diagram which Bidder needs to produce in their transition documents.

17. Installation and updation of SSL certificate

18. The vendor should maintain staging/UAT/pre-pod environment of the ECM application. The vendor is required to deploy the latest running copy of the ECM application along with the data files on staging server and this should be accessible to OICL.

2.3.7   Escrow

OICL and the Bidder shall agree to appoint an escrow agent to provide escrow mechanism for the deposit of the source code of any customization done on Commercial off the shelf software products supplied/ procured by the Bidder to OICL for Paperless Solution in order to protect its interests in an eventual situation. OICL and the selected bidder shall enter into a tripartite escrow agreement with the designated escrow agent, which will set out, inter alia, the events of the release of the source code and the obligations of the escrow agent.

2.4   Geographical Location

For the purpose of solution/equipment implementation, the location of different sites is as follows:

Site Name	City	State
Primary Data Centre (DC)	Bengaluru	Karnataka
Secondary Data Center (DR)	Navi Mumbai	Maharashtra

Note: If OICL shifts any of the sites to a new location, the successful Bidder shall provide respective services from the new location.

3   Terms & Conditions

3.1   General

3.1.1   Definitions

OICL/ PURCHASER/ BUYER: Shall mean The Oriental Insurance Company Limited

3.1.2 Amendment to Bid Document

At any time prior to the deadline for submission of Bids, OICL may for any reason either on its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document, by amendment.

All prospective Bidders that have received the Bid Document will be notified of the amendment. The same will be binding on them. In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, OICL may, at its discretion, extend the deadline for a reasonable period to be decided by OICL for the submission of Bids. Details will be communicated and published on our portal https://orientalinsurance.org.in.

OICL also reserves the right to change any terms and conditions of the RFP and its subsequent addendums as it deems necessary at its sole discretion. OICL will inform the Bidder about changes, if any before the deadline of bids submission.

OICL may revise any part of the RFP, by providing an addendum to the Bidder at stage till commercial bids are opened. OICL reserves the right to issue revisions to this RFP at any time before the deadline for bid submissions.

OICL reserves the right to extend the dates for submission of responses to this document.

Bidder shall have the opportunity to clarify doubts pertaining to the RFP in order to clarify any issues they may have, prior to finalizing their responses. All queries/questions are to be submitted to the Deputy General Manager, IT at the address mentioned below and should be received by the point of contact not later than the date and time specified in section 1.4 Schedule of Events. Responses to inquiries and any other corrections and amendments will be distributed to the Bidder by electronic mail format or hardcopy letter, at the sole discretion of OICL.

The Deputy General Manager
The Oriental Insurance Company Limited
Information Technology Department,
NBCC Office Complex, East Kidwai Nagar,
2nd Floor, Office Block 4,
New Delhi- 110023

Preliminary Scrutiny – OICL will scrutinize the offer to determine whether it is complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. OICL may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on the Bidder and OICL reserves the right for such waivers and OICLs decision in the matter will be final.

Clarification of Offer – To assist in the scrutiny, evaluation and comparison of offer, OICL may, at its discretion, ask the Bidder for clarification of their offer. OICL has the right to disqualify the Bidder whose clarification is found not suitable to the proposed project.

OICL reserves the right to make any changes in the terms and conditions of purchase in accordance with the pre bid clarification. OICL will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations to changes made after pre-bid clarification.

Erasures or Alterations – The offer containing erasures or alterations will not be considered. There

should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure / manual" is not acceptable. OICL may treat the offers not adhering to these guidelines as unacceptable.

Right to Alter Quantities – OICL reserves the right to alter the requirements specified in the tender. OICL also reserves the right to decrease or increase one or more items from the list of items specified in the tender subject to a maximum of +/-25%. OICL will inform the Bidder about changes, if any. In the event of any alteration in the quantities the price quoted by the Bidder against the item would be considered for such alteration. The Bidder agrees that the prices quoted for each line item & component is valid for period of contract and can be used by OICL for alteration in quantities.

3.1.3 Sub-contracts

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

3.1.4 Conditional bids

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

3.1.5 Submission of Bids

Bidders shall submit the Bids online. For details, please refer RFP Section 6 – Instruction to Bidders.

3.1.6 Performance Security

Within 15 days after the receipt of Notification of Award from OICL, the Bidder shall furnish performance security to OICL as per Annexure - 6, which shall be equal to 3 percent (3%) of the value of the contract - valid till date of expiry of Contract period in the form of a bank guarantee from a nationalized/ scheduled bank as per the norms laid by the RBI.

Failure by Bidder to submit the Performance security will result in invocation of Bid security held by the Company (OICL).

3.1.7 Pre-Bid Meeting

All queries/ requests for clarification from Bidders must reach us by e-mail **(tender@orientalinsurance.co.in)** or in person. 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.

3.1.8 Delay in Bidder's performance

The start date for services and performance of service shall be made by the Bidder in accordance with the time schedule specified by OICL in the contract.

Any unexcused delay by the Bidder in the performance of his implementation/service/other obligations shall render the Bidder liable to any or all of the following sanctions: forfeiture of his performance security, imposition of liquidated damages, and/ or termination of the contract for default.

If at any time during performance of the contract, the Bidder should encounter conditions impeding timely implementation of the Solution and/or performance of services, the Bidder shall promptly notify OICL in writing of the fact of delay, its likely duration and cause(s), before the scheduled delivery / installation / implementation date. OICL shall evaluate the situation after receipt of the Bidder's notice and may at their discretion extend the Bidder's time for delivery / installation / implementation, in which case the extension shall be ratified by the parties by amendment of the contract. If the Bidder's request to delay the implementation of the Solution and performance of services is not found acceptable to OICL, the above-mentioned clause would be invoked.

3.1.9 Payment Terms

The Bidder must accept the payment terms proposed by OICL. The commercial bid submitted by the Bidder must be in conformity with the payment terms proposed by OICL. Any deviation from the proposed payment terms would not be accepted. OICL shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of OICL.

All / any payments will be made subject to compliance of Service Levels defined in the RFP document. OICL shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of OICL. If any of the items / activities as mentioned in the price bid is not taken up by OICL during the course of the assignment, OICL will not pay the fees quoted by the Bidder in the price bid against such activity / item.

Payment terms are as follows:

#	Items	Milestone	Percentage
1	Implementation Cost of Document Processing & Workflow Automation Functionality	On successful Configuration, Customization & Integration completion of UAT	70%
		On Successful go-live	30%
2	AMC	The AMC shall commence from 17th April 2023	Quarterly in arrears
3	ATS	The ATS shall commence from 17th April 2023	Quarterly in arrears
4	FM Manpower		Quarterly in arrears
5	Upgrade Cost		100% after go-live
6	Escrow		Annually in

#	Items	Milestone	Percentage
			Advance
7	Other Costs		In arrears post Completion of respective services

3.1.10 Mode of Payment

OICL shall make all payments only through Electronic Payment mechanism (viz. ECS).

3.1.11 Penalties and delays in Bidder's performance

In case the vendor fails to meet the SLA mentioned in section 8, penalty will be imposed as mentioned in section 7 Service Level Agreement

3.1.12 Currency of Payments

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

3.2   Other RFP Requirements

a. The Head Office of OICL is floating this RFP. However, the Bidder getting the contract shall provide services, procured through this RFP, at OICL's DC and DRS or at such centers as OICL may deem fit and the changes, if any, in the locations will be intimated to the Bidder.

b. Technical Inspection and Performance Evaluation - OICL may choose to carry out a technical inspection/audit and performance evaluation of products/services 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.

c. OEM's Authorization Form – The Bidder should furnish a letter from original equipment manufacturer.

4   Terms of Reference ('ToR')

4.1   Contract Commitment

OICL intends that the contract, which is contemplated herein with the Bidder, shall be for a period of 5 years and extendable for one years on same Terms & Conditions and mutually agreed prices (solely at OICL's discretion).

4.2   Completeness of Project

The project will be deemed as incomplete if the desired objectives of the project Section 2 – Scope of Work of this document are not achieved and the decision of OICL shall be final.

4.3   Compliance

Compliance with all applicable laws: The Bidder shall undertake to observe, adhere to, abide by, comply with and notify OICL about all laws in force including labor laws or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect OICL and its employees/ officers/ staff/ personnel/ representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any

default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

Compliance in obtaining approvals/permissions/licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate OICL and its employees/ officers/ staff/ personnel/ representatives/ agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and OICL will give notice of any such claim or demand of liability within reasonable time to the Bidder.

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

4.4   Assignment

OICL may assign the Services provided therein by the Bidder in whole or as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. OICL shall have the right to assign such portion of the services to any of the sub-contractors, at its sole option, upon the occurrence of the following: (i) Bidder refuses to perform; (ii) Bidder is unable to perform; (iii) termination of the contract with the Bidder for any reason whatsoever; (iv)expiry of the contract. Such right shall be without prejudice to the rights and remedies, which OICL may have against the Bidder. The Bidder shall ensure that the said subcontractors shall agree to provide such services to OICL at no less favorable terms than that provided by the Bidder and shall include appropriate wordings to this effect in the agreement entered into by the Bidder with such sub-contractors. The assignment envisaged in this scenario is only in certain extreme events such as refusal or inability of the Bidder to perform or termination/expiry of the contract.

4.5   Canvassing/Contacting

Any effort by a Bidder to influence the Company in its decisions on Bid evaluation, Bid comparison or award of contract may result in the rejection of the Bidder's Bid. No Bidder shall contact the Company on any matter relating to its Bid, from the time of opening of Commercial Bid to the time the Contract is awarded.

4.6   Indemnity

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

a)   Non-compliance of the Bidder with Laws / Governmental Requirements

b)   IP infringement

c)   Negligence and misconduct of the Bidder, its employees, and agents

d)   Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages.

4.7 Inspection of Records

All Bidder records with respect to any matters covered by this tender shall be made available to OICL or its designees at any time during normal business hours, as often as OICL deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. OICL's auditors would execute confidentiality agreement with the Bidder, provided that the auditors would be permitted to submit their findings to OICL, which would be used by OICL. The cost of the audit will be borne by OICL. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.

4.8 Publicity

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

4.9 Solicitation of Employees

Both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and one year thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period of the contract and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party. The above restriction would not apply to either party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party (ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.

4.10 Information Ownership

All information processed, stored, or transmitted by Bidder equipment belongs to OICL. By having the responsibility to maintain the equipment, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

4.11 Sensitive Information

Any information considered sensitive must be protected by the Bidder from unauthorized disclosure, modification or access.

Types of sensitive information that will be found on OICL systems the Bidder may support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.

4.12 Technological Advancements

The hardware and software proposed as part of this contract

a. should not reach end of support during the period of contract

b. should not have been announced End of Life /Sales as on the date of bid submission

In the event if the proposed hardware and software reached end of support during the period of contract, in such case the Bidder is required to replace the end of support hardware/ software with equivalent or higher capacity hardware/software at no additional cost to OICL.

4.13 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:

a. Possessed by Bidder prior to receipt from OICL, other than through prior disclosure by OICL, as documented by Bidder's written records.

b. published or available to the general public otherwise than through a breach of Confidentiality; or

c. obtained by Bidder from a third party with a valid right to make such disclosure, provided that said third party is not under a confidentiality obligation to OICL; or

d. Developed independently by the Bidder.

In the event that Bidder is required by judicial or administrative process to disclose any information or materials required to be held confidential hereunder, Bidder shall promptly notify OICL and allow OICL a reasonable time to oppose such process before making disclosure. Bidder understands and agrees that any use or dissemination of information in violation of this Confidentiality Clause will cause OICL irreparable loss, may leave OICL with no adequate remedy at law and OICL is entitled to seek to injunctive relief.

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.

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.

4.14 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, pandemic, quarantine restrictions and freight embargoes.

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

4.15   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, Tools and services within the time period(s) specified in the contract, or any extension thereof granted by OICL; or

b)   If the Bidder fails to perform any other obligation(s) under the contract

In the event of OICL terminating the contract in whole or in part, pursuant to above mentioned clause, OICL may procure, upon such terms and in such manner, as it deems appropriate, goods and services similar to those undelivered and the Bidder shall be liable to OICL for any excess costs incurred for procurement of such similar goods or services (capped at 5% differential value). However, the Bidder shall continue performance of the contract to the extent not terminated.

4.16   Liquidated Damages

If the Bidder fails to meet the Project Timelines as per Section 1.7, OICL shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% of the contract price for every week (seven days) or part thereof of delay, up to maximum deduction of 10% of the total contract price. Once the maximum is reached, OICL may consider termination of the contract.

4.17   Termination for Insolvency

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

i.   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.

ii.   the Supplier being a company is wound up voluntarily or by the order of a court or a receiver, or manager is appointed on behalf of the debenture/shareholders or circumstances occur entitling the court or debenture/shareholders to appoint a receiver or a manager, provided that such termination will not prejudice or affect any right of action or remedy accrued or that might accrue thereafter to the OICL.

4.18   Termination for Convenience

OICL may send by 30 calendar days written notice to the Bidder to terminate the contract, in whole or in part at any time of their convenience. The notice of termination shall specify the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. In the event of the Bidder wishing to terminate this agreement, the Bidder may send by 90 calendar days written notice to OICL to terminate the contract, in whole or in part at any time of their convenience. The notice of termination shall specify the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

The goods and services that are complete and ready for shipment within 30 calendar days after the receipt of notice of termination by the Bidder shall be purchased by OICL at the contracted terms and prices. For the remaining goods and services, OICL may elect:

i.   To have any portion completed and delivered at the contracted terms and prices; and/ or

ii. To cancel the remainder and pay to the Bidder a mutually agreed amount for partially completed goods and services and for materials and parts previously procured by the Bidder and the decision of OICL shall be final.

4.19   Resolution of disputes

OICL and the Bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers of OICL and the Bidder, any disagreement or dispute arising between them under or in connection with the contract. If OICL project manager and the Bidder project manager are unable to resolve the dispute they shall immediately escalate the dispute to the senior authorized personnel designated by the Bidder and OICL respectively. If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Bidder and OICL, OICL and the Bidder have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution through formal arbitration. All questions, claims, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties failing which the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as the presiding arbitrator. The Arbitration and Reconciliation Act, 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be New Delhi. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at New Delhi alone shall have the jurisdiction in respect of all matters connected with the Contract. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either Party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

4.20   Governing Language

The contract shall be written in the language of the bid i.e., English. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in that same language. English Language version of the contract shall govern its implementation.

4.21   Applicable Law

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

4.22 Prices

The prices quoted (as mentioned in Appendix 2 – Commercial Bill of Material submitted by the Bidder) for the solution and services shall be firm throughout the period of contract and shall not be subject to any escalation.

4.23 Taxes & Duties

The Bidder shall be entirely responsible for all taxes, duties, license fees, and demurrage charges etc., incurred until delivery of the contracted goods & services to OICL. However, local levies (if any), in respect of transaction between OICL and Bidder, will be reimbursed by OICL, on submission of proof of actual transaction. If there is any increase/decrease in taxes/ duties due to any reason whatsoever, after Notification of Award, the same shall be passed on to OICL.

4.24 Deduction

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

4.25 No Claim Certificate

The Bidder shall not be entitled to make any claim whatsoever against OICL under or by virtue of or arising out of this contract, nor shall OICL entertain or consider any such claim, if made by the Bidder after he shall have signed a "No Claim" certificate in favor of OICL in such forms as shall be required by OICL after all payments due to the Bidder/Supplier are made in full.

4.26 Cancellation of the contract & compensation

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

  i. The selected Bidder commits a breach of any of the terms and conditions of the bid.
  ii. The selected Bidder goes in to liquidation voluntarily or otherwise.
  iii. The progress made by the selected Bidder is found to be unsatisfactory
  iv. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.

OICL reserves the right to cancel the AMC placed on the selected Bidder and recover AMC payment made by the Company, if the service provided by them is not satisfactory.

In case the selected Bidder fails to deliver the quantity as stipulated in the delivery schedule, OICL reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility (capped at 5% differential value) of the selected Bidder. After the award of the contract, if the selected Bidder does not perform satisfactorily or delays execution of the contract, OICL reserves the right to get the balance contract executed by another party of its choice by giving thirty day's written notice for the same to Bidder. In this event, the selected Bidder is bound to make good the additional expenditure (capped at 5% differential value), which OICL may have to incur in executing the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.

If the Contract is cancelled during AMC, OICL shall deduct payment on pro-rata basis for the unexpired period of the contract

4.27 Rights reserved by OICL

i. Company reserves the right to accept or reject any or all Bids without assigning any reasons.

ii. Company reserves the right to verify the validity of information given by the Bidders. If at any future point of time, it is found that the Bidder had made a statement, which is factually incorrect, OICL will reserve the right to debar the Bidder from bidding prospectively for a period to be decided by OICL and take any other action as maybe deemed necessary.

iii. OICL reserves the right to issue a fresh RFP for this project at any time during the validity of the contract period with the selected Bidder.

4.28 Limitation of Liability

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

4.29 Waiver

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this tender document or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this tender document all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

4.30 Violation of terms

OICL clarifies that OICL shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this tender document. These injunctive remedies are cumulative and are in addition to any other rights and remedies OICL may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

4.31 Adherence to Terms and Conditions

The Bidders who wish to submit responses to this RFP shall abide by all the terms and conditions contained in the RFP. If the responses contain any extraneous conditions put in by the Bidder, such responses may be disqualified and may not be considered for the selection process.

4.32 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 qualification for further evaluation. In other words, entering into this pact would be one of the preliminary qualification 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. **Capt. ANOOP KUMAR SHARMA** and **Shri H.K DASH, IAS (Retd.)** 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:

Capt. ANOOP KUMAR SHARMA	SHRI H.K.DASH, IAS (Retd.)
2104 A, Oberoi Gardens, Thakur Village, Kandivili (East), Mumbai-400 1 Mobile No: 8291086676 Email ID: anoop21860@gmail.com	House no. 289, Sector-8 Gandhinagar- 382007 Gujarat Mobile: 98250-48286 Email ID: hkdash184@hotmail.com

4.33 Outsourcing Agreement

The outsourcing contract, inter alia, shall have in place following clauses or conditions listed below: -
1. **Contingency Planning:** The Bidder is responsible for contingency planning of the outsourcing service to provide business continuity for the outsourced arrangements that are material in nature.
2. **Express Clause:** The contract shall neither prevent nor impede the company from meeting its respective regulatory obligations, nor the IRDAI from exercising its regulatory powers of conducting inspection, investigation, obtaining information from either the company or the Bidder.
3. **Handing over of the Data, Assets etc.:** In case of termination of the contract, the Bidder is responsible for handing over of the data, assets (hardware/software) or any other relevant information specific to the contract and ensure that there is no further use of the same by the Bidder.
4. **Inspection and Audit by the Company:** The Company shall conduct periodic inspection or audit on the Bidder either by internal auditors or by Chartered Accountant firms appointed by the Company to examine the compliance of the outsourcing agreement while carrying out the activities outsourced.
5. **Legal and Regulatory Obligations:** The Bidder shall ensure that the outsourcing contract/ arrangements do not: -
   a) Diminish the Company's ability to fulfil their obligations to Policyholders and the IRDAI.
   b) Impede effective supervision by the IRDAI.
   c) Result in Company's internal control, business conduct or reputation being compromised or weakened.
6. **Applicability of the laws/regulations:** The Regulations apply irrespective of whether the outsourcing arrangements are entered into with an affiliated entity within the same group as the Company, or an outsourcing service Provider external to the group or the one who has been given sub-contract. The Outsourcing Agreement shall not diminish the obligations of the Company and its Board & Senior Management to comply with the relevant law/s and regulations. The Bidder engaged by the company is subject to the provisions of the Insurance Act 1938, IRDA Act 1999, rules & regulations and any other order issued thereunder.

In case, the Bidder operates from outside India, it shall ensure that the terms of the agreement are in compliance with respective local regulations governing the Bidder and laws of the country concerned and such laws and regulations do not impede the regulatory access and oversight by the Authority.

4.34   Regulations, Legal & Compliance

Communications made via OICL's Social Media channels will in no way constitute a legal or official notice to OICL or any official or employee of OICL for any purpose.

Any content that the Bidder posts on OICL's Social Media channels shall be deemed and remain the property of OICL. OICL shall be free to use such content/ information, for any purpose without any legal or financial compensation or permission for such usage.

OICL reserves its rights to initiate appropriate legal proceedings in the event of any breach/ violation of these guidelines/ other terms and conditions as may be specified by OICL from time to time.

Under no circumstances OICL shall or any of our affiliates, employees or representatives, be liable to the Bidder for any direct or indirect, claims or damages whatsoever emanating from any mistakes, inaccuracies, or errors of content, personal injury or property damage, of any nature whatsoever, emanating from your use to and access of our Social Media platforms or entities purporting to represent OICL. Bidder specifically acknowledge that OICL shall not take any liability for content or the offensive, defamatory, or illegal conduct of any third party and that the risk of damage or harm arising from the preceding entirely rests with the bidder. The foregoing limitation of liability shall apply to the fullest extent that's permitted by law in the applicable jurisdiction.

To the extent permitted by law applicable, bidder agree to indemnify, defend and hold harmless, OICL, its affiliates, officers, directors, employees, and agents, arising from and against any and all damages, claims, obligations, liabilities, losses, costs or debt, and expenses (including but not limited to lawyer's/attorney's fees) arising from: (i) use of and access of our page; (ii) violation of any of these Guidelines; (iii) violation of any third party right, including without limitation any copyright, proprietary, or right to privacy; or (iv) all or any claim that content posted by you caused damage to a third party. The indemnification obligation contained herein shall survive these Guidelines and your use of our Social Media channels.

Anyone causes or knowing that he/ she is likely to cause wrongful loss or damage to the brand's image, to destroy or delete or alter any information residing on the Social Media platform or diminish its value or utility by any means, commits hack, shall be prosecuted under Information Technology Act, 2000 [As amended by Information Technology (Amendment) Act 2008], its subsequent amendments as well as any other statute prescribed by the concerned authorities.

4.35   Guidelines for MSME

As per the public Procurement Policy for MSEs order, 2018 under section 11 of MSMED Act 2006 MSEs quoting price within band L-1 +15% when L1 is from someone other than MSE, shall be allowed to supply at least 25% of tendered value at L-1 subject to lowering of price by MSEs to L-1.

However, seeing the criticality, stack sync and manageability of the devices which are the core element to provide services to the customer the entire order will go to one vendor in the above-mentioned case.

4.36   Transfer of Title

Title of ownership of goods supplied under this contract passed on to OICL on delivery of goods at the site.

5 Instruction to Bidders

5.1 Instructions for Online Bid Submission

- Bidders should comply to rules and regulations of GeM portal for submission of Bids online. **However, Bidder needs to submit the commercial bill of material i.e., Appendix 2: Bill of Material, Annexure 11:- NDA, Annexure 12 – Integrity Pact and Power of Attorney on stamp Paper in offline mode to OICL Head office in a sealed envelope.**

- The sealed envelope should be properly labeled with the company name, RFP number, date and duly signed and stamped. If Bidder did not submit the same, then Bidder will be disqualified.

- The Sealed envelope should reach OICL before or on the date and time of submission schedule as mentioned in the RFP.

- Bidder needs to fill the bill of material properly and the total value in bill of material should match with the total value mentioned in the GeM Portal.

- If there is any mismatch between the total value of the Sealed envelope and the GeM portal, then the bid of the Bidder will be rejected.

- OICL will not be liable of the any arithmetic error in the bill of material, and the GeM final number will be accepted as the Total cost of the Project.

- If Bidder misses or forgets to quote rates of any line item, then it is assumed that Bidder will provide that service at zero cost to OICL during contract period.

5.2 Tender Bidding Methodology

Sealed Bid System.

The Bidders will be required to submit following two sets of separate documents.

1. Eligibility & Technical Bid
2. Commercial Bid

5.3 Bid Security

Govt. of India guideline vide Circular dated F.9/4/2020- PPD dated 12th November 2020, states:

"It is reiterated that notwithstanding anything contained in Rule 171 of GFRs 2017 or any other Rule or any provision contained in the Procurement Manuals, no provisions regarding Bid Security should be kept in the Bid Documents in future and only provision for Bid Security Declaration should be kept in the Bid Documents."

Hence, in conformance to the above, Bidders are to submit Bid Security Declaration as per format provided in Annexure 5.

6 Bid Documents

6.1 Eligibility Bid Documents

1. Compliance to Eligibility Criteria as per RFP Section 1.6 along with all relevant supporting documents
2. Application Form for Eligibility Bid as per Annexure 1
3. The references of Bidder's clients. Also provide the name, designation, and contact details of a contact person for each reference as per Annexure 2.

4.   The corporate profile of the Bidder (printed corporate brochure is preferred).

5.   The profile of the Bidder (as per Annexure 9)

6.   List of Bidder's support/service locations in India as per Annexure 8.

7.   Bidder shall submit PAN number, GSTIN.

8.   Undertaking that the Bidder has quoted for all items and the bid validity will be for 180 days from the date of submission of bid.

9.   The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Bidder

10.   Statement of No-Deviation (Annexure 7)

11.   Integrity Pact (Annexure 12 on Stamp Paper)

12.   Bid Security Declaration as per Annexure 5

13.   NDA as per Annexure 11 on stamp paper

14.   MAF as per Annexure 13

6.2   Technical Bid Documents

1.   Executive Summary of Bidder's response. The Executive Summary should be limited to a maximum of five pages and should summarize the content of the response. The Executive Summary should initially provide an overview of Bidder's organization and position with regards to proposed solution and professional services. A summary of the Bidder's products and services that will be provided as a part of this procurement should follow.

2.   Detailed technical note covering the detailed scope of work.

3.   Compliance to Technical Specifications as per Appendix 1.

4.   The Bidder should also include a replica of the masked final commercial bid without prices in the technical bid. The Bidder must note that the masked commercial bid should be actual copy of the commercial bid submitted with prices masked and not copy of the Pro-forma/format of the Appendix 2 – Bill of Material in the RFP.

5.   Part coded Technical Bill of Material

6.   Implementation plan & warranty support

7.   Support Plan

8.   User Training Plan

9.   Transition Plan

10.   Escalation matrix

11.   Undertaking from Bidder for providing authorized representatives of IRDAI the right to inspection, investigation, obtaining information (Annexure 10).

Note:

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

2.   The documentary evidence asked in respect of the eligibility criteria would be essential. Bids not accompanied by documentary evidence may be subject to rejection. Clarification/ Additional documents, if any, sought by OICL from the Bidder has to be submitted within the stipulated time. Otherwise, bid will be rejected and no further correspondence in the matter will be entertained by OICL.

3.   Any alterations, erasures or discrepancies in figures etc. may render the bid invalid. The bid may be rejected in case of non-adherence to any of the instructions given above.

4. OICL reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission or partial submission of technical details.

5. OICL may at its discretion waive any minor non-conformity in any offer and the same shall be binding on all Bidders and OICL reserves the right for such waivers.

6. If OICL is not satisfied with the technical specifications in any tender and observes major deviations, the technical bids of such Bidders will not be short-listed and the price bids of such Bidders will not be opened. No further discussions shall be entertained with such Bidders in respect of the subject technical bid.

6.3   Commercial Bid Documents

Commercial Bid should contain Appendix 2 – Bill of Material. The Commercial Bid should give all relevant price information and should not contradict the Pre-qualification and Technical Bid in any manner.

There should be no hidden costs for items quoted. The rates quoted should be in Indian rupees only and same should be rounded off to the nearest rupee and filled in both words and figures.

Evaluation Criteria

The competitive bids shall be submitted in two stages:

‣ Stage 1 – Eligibility cum Technical Evaluation
‣ Stage 2– Commercial Evaluation

6.4   Eligibility cum Technical Evaluation

The Technical bids of bidders qualifying the eligibility criteria will be opened and reviewed to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at OICL'S discretion.

The technical soundness of Bidder's proposals will be rated as follows:

S. No.	Evaluation Criteria	Maximum Marks	Minimum Marks	Minimum Passing Percentage
1.	Compliance to Scope of Work	100	100	100%
2.	Functional Specifications	100	100	100%
3.	Past Experience	100	90	90%
4.	Technical Presentation	200	150	75%
	Total	**500**	**440**	**88%**

Bidders scoring at least the minimum score in each section mentioned in the table above and an overall score of 440 marks or more will be declared technically qualified.

The bidders scoring less than 440 marks (cut-off score) out of 500 marks in the technical evaluation shall not be considered for further selection process and their offers will be dropped at this stage. Bidders should score minimum as mentioned in the above table.

In case none of the participating bidders qualify on technical criteria by reaching or exceeding the cut off score of 88%, then OICL, at its sole discretion, may relax the cut-off score to a lower value, which, in any case, shall not fall below 75%. In case at-least two participants have not scored 75%, then OICL reserves the right to cancel and go for retendering process. However, this would be at the sole discretion of OICL.

OICL also reserves the right to conduct Reference Site Visits at the bidder's client sites or through call with client. Unsatisfactory/ negative feedback during site visit will lead to outright rejection of bid.

The evaluation of technical proposals, among other things, will be based on the following:

S.No.	Technical Evaluation	Evaluation Methodology
1	Compliance to Scope of Work **Max. Marks- 100 marks**	The Bidder is required to submit an undertaking stating 100% Compliance to Scope of Work mentioned in this detailed document. *Note:* *Deviations and non-conformance to scope of work will lead to disqualification.*
2	Functional Specifications **Max. Marks- 100 marks**	The Bidder is required to submit compliance to Functional Specifications. Bidders should score 100% in Compliance to Specifications Marks would be awarded as: <table><tr><th>Compliance</th><th>Marks</th></tr><tr><td>Yes</td><td>10</td></tr><tr><td>No</td><td>0</td></tr></table> The total marks of the Appendix will be scaled down on a scale of **100 marks**
3	Past Experience **Max. Marks- 100 marks**	Criteria: Bidder should have implemented / maintaining similar OEM's enterprise- solution consisting of ECM or it's underlying components viz. Document Management System (DMS) or Workflow Management or Case Management solution Scoring: In at least one BFSI /PSU/Government Organization in India- 90 marks More than one BFSI /PSU/Government Organization in India- 100 marks
4	Technical Presentation **Max. Marks- 200 marks**	All eligible bidders will be required to make presentations. OICL will schedule presentations and the time and location will be communicated to the bidders. Failure of a bidder to complete a scheduled presentation to OICL may result in rejection of the proposal. Marks will be scored on the following points: 1. Overall understanding of Scope & Requirements 2. Demonstration of organization's capability for the proposed initiative 3. Demonstration of value proposition offered in the bid which shall enable the success of the project 4. Detailed Solution Capability and Implementation approach 5. Ability to respond to OICL's queries

The commercial proposals of technically short-listed Bidders will then be opened.

6.5   Commercial Evaluation

The commercial bids for the technically qualified Bidders will be opened and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at OICL's discretion. The total cost of ownership for the purpose of evaluation shall be calculated over the contract period of Five (5) years.

OICL will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest commercial bid (L1), provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

Bidder to note that Appendix-2: Bill of Material with complete bifurcation of Price which is mentioned in GEM Portal (As a consolidated Price) needs to submit at OICL Office (address mentioned in RFP). This needs to be submitted with proper labelling, seal, sign and stamped.

Bidder to note that the appendix needs to be submitted physically on the same date and time which is the RFP submission date and time.

If any Bidder fails to submit the same the bid will be rejected.

Bidder needs to note that Amount (consolidated amount on GEM Portal) and the total of bifurcation mentioned in the Appendix-2 Bill of material has to be tally till 2 decimal places. If any discrepancy found that bid will be rejected.

7   Service Level Agreement

OICL intends to select the Successful Bidder who shall have common vision to deliver high quality of services to the users.

Definition of terms used in this section is as follows:

1. "**Downtime**" shall mean the time period for which the specified services / components with specified technical and service standards are not available to OICL and excludes the scheduled outages planned in advance and the bandwidth link failures
2. "**Inciden**t" refers to any event / abnormalities in the functioning of the equipment / specified services that may lead to deterioration, disruption in normal operations of OICL's services.
3. "**Resolution Time**" shall mean the time taken in resolving (diagnosing, trouble shooting and fixing) an incident after it has been reported at the helpdesk. The resolution time shall vary based on the category of the incident reported at the service desk. The category shall be defined and agreed between OICL and Service Provider.
4. **"Scheduled operation time"** means the scheduled operating hours of the System for the month. All planned downtime on the system would be deducted from the total operation time for the month to give the scheduled operation time, i.e. 24x7x365.
5. **"Solution downtime"** subject to the SLA, means accumulated time during which the Solution is not available to OICL's users or customers due to in-scope system, and measured from the time OICL and/or its customers log a call with the Bidder help desk of the failure or the failure is known to the Bidder from the availability measurement tools to the time when the System is returned to proper operation. Any denial of service to OICL's users and OICL's customers would also account as "System downtime"
6. The business hours are 9 AM to 6 PM on any calendar day OICL is operational. The Bidder however recognizes the fact that the branches will require to work beyond the business hours and holidays on need basis.
7. Uptime will be computed based on availability of the applications to OICL's users irrespective of availability of servers either individual servers/clusters.
8. Typical Resolution time will be applicable if systems are not available to OICL's users and customers and there is a denial of service.

7.1.1   Service Level Agreement and Targets

This section includes the SLAs which OICL requires the Successful Bidder to manage as key performance indicators for the scope of work. The objective of the SLA is to clearly define the levels of services to be delivered by the Successful Bidder to OICL for the duration of the contract.

The following section reflects the measurements to be used to track and report performance on a regular basis. The targets shown in the following sections are for the period of contractor its revision whichever is earlier.

Service Level Availability is to be measured and reported on a monthly basis by bidder and will be validated by BOM.

System Availability is defined as:

{(Scheduled Operation Time – System Downtime)/ (Scheduled Operation Time)} * 100%

7.1.2   Service Level Measurement

1. OICL has defined in-scope services in the RFP and corresponding SLAs below. OICL shall evaluate the performance of the Successful Bidder on these SLAs compliance as per the periodicity defined.
2. The Successful Bidder shall provide, as part of monthly evaluation process, reports to verify the Successful Bidder's performance and compliance with the SLAs. Data capturing and reporting mechanism

will be used for SLA reporting. The bidder has to leverage existing tools or any other tool proposed by OICL to monitor and manage the Solution.

3. If the level of performance of Successful Bidder for a particular metric fails to meet the minimum service level for that metric, it will be considered as a Service Level Default.

4. The Bidder shall provide SLA Report on monthly basis and a review shall be conducted based on this report. A monthly report shall be provided to OICL at the end of every month containing the summary of all incidents reported and associated Bidder performance measurement for that period. Performance measurements would be accessed through audits or reports, as appropriate to be provided by the Bidder.

7.1.3 Availability

Services	Description	Calculation	Periodicity	MSL	Penalty
Solution Availability	Availability of Solution to users	(Total uptime in a month)/ (maximum time in a month - scheduled downtime	Monthly	99%	For every 0.1% or part thereof drop in service levels penalty will be 1% of the total Facilities Management Cost for the quarter. The Calculation of penalty will happen based quarterly performance data as received

7.1.4 Management, Reporting and Governance

Service Details	SLA Measurement	SLA	Penalty
Report Generation	Adherence to delivery of SLA report	**100%**	The SLA reports to be shared with OICL by 10th of every month. For each default the penalty of INR 2,000 per week or part thereof maybe charged to the bidder
Staff transition period (Handover period)	Yearly 1 change in the Project Manager or Service delivery manager is allowed	100%	More than 1 change in the proposed Program Manager or Service delivery manager would lead to penalty of INR 1,000 for each default
Resource Availability	Resource availability for the contract period	No. of days below minimum attendance level	If the resource availability is less than 99%, then payment shall be deducted based on the pro-rata basis. (Total FMS cost per day divided by nos. of persons deployed)

Response & Resolution Time

Classifications:

Severity Level	Description
Critical	Production System down. No operation whatsoever.
High	Overall system is not affected. However, a sub-module is affected because of which all users are not able to operate the sub-module.
Medium	Systems are largely operational. Problem or incident where users can continue to operate the application, but a definite problem is identified.
Low	Incident which would not have any impact on continuity of business and daily operations e.g., Cosmetic changes and bugs

Response & Resolution Time:

Severity	Response Time	Resolution Time	Penalty
Critical	Within 30 mins	4 Business Hrs	An amount of Rs. 2000/- would be applicable for each incident for each business day of delay of SLA as defined above.
High	Within 2 hours	1 Business Day	An amount of Rs. 1500/- would be applicable for each incident for each business day of delay of SLA as defined above.
Medium	Within 4 hours	3 Business days	An amount of Rs. 900/- would be applicable for each incident for each business day of delay of SLA as defined above.
Low	Within 4 hours	5 Business days	An amount of Rs. 600/- would be applicable for each incident for each business day of delay of SLA as defined above.

For Functionality Implementation/ Customization covered under this contract, the SLA computation breach would be based upon the cumulative number of days (Monday to Saturday) up to UAT readiness as per the approved / revised approved start date of plan. An amount of Rs. 1500/- would be applicable for each business day of delay until UAT readiness.   This penalty is to be deducted from total quarterly payment.

Penalties

OICL reserves the right to recover the penalty from any payment to be made under this contract. The penalty would be deducted from the payouts. For the purpose of this RFP, the total of penalties as per SLA and the Liquidated damages will be subject to a maximum of 10% of the overall contract value.

At-Risk Amount

The monthly At-Risk Amount ('ARA') shall be 10% of the estimated quarterly payout of the respective quarter. Overall cap for penalties as per SLA and the Liquidated damages over the tenure of the contract will be 10% (ten per cent.) of the contract value.

7.1.5   Exception

OICL shall not hold the Successful Bidder responsible for a failure to meet any Service Level if it is directly attributable to:

i   Execution of the disaster recovery plan/business continuity plan for an OICL declared disaster situation; and

ii   Any established inability of other third-party vendor or service provider of OICL, to fulfill the requirements as per the contract.

8   Disclaimer

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

Annexure

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8.1 Annexure 1: Application form for Eligibility Bid

To
The Deputy General Manager
The Oriental Insurance Company Limited
Information Technology Department,
NBCC Office Complex, East Kidwai Nagar,
2nd Floor, Office Block 4,
New Delhi- 110023

Application form for the Eligibility of the Bidder

Tender Ref. No. OICL/HO/ITD/ECM-AMC/2023/01 Dated 10/02/2023

Company Details

1	Registered Name, Date and Address of the Bidder.	
2	Location of Corporate Headquarters.	
3	GST Identification No. and Date of Registration	
4	Address for Communication	
5	Contact Person 1 (Name, Designation, Phone, Email ID)	
6	Contact Person 2 (Name, Designation, Phone, Email ID)	

Turnover and Net worth

Financial Year	Turnover (Rs. in Crores)	Net worth

Name: _____

Designation: _____

Date: _____

Signature: _____

Company Seal

8.2 Annexure 2: Technical Experience Details and Reference Form

Tender Ref. No. OICL/HO/ITD/ECM-AMC/2023/01 Dated 10/02/2023

Please attach supporting credentials for each reference provided.

S.No.	Name of Client	Financial Year	Contact Details of Client	Details of Project	Date of Award of Project	Current Status of Project

Signature: _____

Name: _____

Designation: _____

Date: _____

(Company Seal)

8.3 Annexure 3: Contract Form

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

RFP Document and corresponding Amendments (Reference No: OICL/HO/ITD/ECM-AMC/2023/01 Dated 10/02/2023)

The Schedule of Requirements and the Requirement Specifications

The Service Level Agreement

The General Conditions of Contract

The Purchaser's Notification of Award (PO Reference No.: _____)

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

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

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

Total Value in words: _____

Total Value: _____

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

Signed, Sealed and Delivered for
"The Oriental Insurance Co. Ltd." by it's
constituted Attorney

Signed, Sealed and Delivered for
M/s _____ by its constituted
Attorney

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

Date _____   Date _____

Company Seal   **Company Seal**
Witness I   **Witness II**

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

8.4 Annexure 4: Query Format

All pre-bid queries are to be sent in the following format:

S.No.	Page #	Point/ Section #	Existing Clause	Query Sought

8.5   Annexure 5: Bid Security Declaration

To
The Deputy General Manager
The Oriental Insurance Company Limited
Information Technology Department,
NBCC Office Complex, East Kidwai Nagar,
2nd Floor, Office Block 4,
New Delhi- 110023

Sir,

Reg: Tender Ref No: OICL/HO/ITD/ECM-AMC/2023/01 Dated 10/02/2023

I/We, the undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a. have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b. having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Name: _____

Designation: _____

Date: _____

Signature: _____

Company Seal

8.6   Annexure 6: Pro forma for Performance Security

To: (Name of Purchaser)

WHEREAS... (Name of Supplier) (Hereinafter called "the Supplier") has undertaken, in pursuance of Contract No................. dated........... 2022 to supply.. (Description of Products and Services) (Hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein, as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of .... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the ....day of...................

Signature and Seal of Guarantors (Supplier's Bank)
....
Date..
Address..
....

8.7 Annexure 7: Statement of No Deviation

To

The Deputy General Manager

The Oriental Insurance Company Limited

Information Technology Department,

NBCC Office Complex, East Kidwai Nagar,

2nd Floor, Office Block 4,

New Delhi- 110023

Reference: Tender Ref No: OICL/HO/ITD/ECM-AMC/2023/01 Dated 10/02/2023

Sir,

There are no deviations (null deviations) from the RFP Requirements and Terms & Conditions of the tender. All the RFP Requirements and terms & conditions of the tender are acceptable to us.

Name: _____

Designation: _____

Date: _____

Signature: _____

Company Seal

8.8   Annexure 8: Office locations and service infrastructure facilities

Tender Ref. No. OICL/HO/ITD/ECM-AMC/2023/01 Dated 10/02/2023

Details of the Centre(s) owned and operated by the Bidder							
Name of City (located)	Address	Contact Person	Telephone Number(s)	Fax No.	E-mail address	Working hours	Remarks

Name: _____

Designation: _____

Date: _____

Signature: _____

Company Seal

8.9   Annexure 9: Bidder Profile

Tender Ref. No. OICL/HO/ITD/ECM-AMC/2023/01 Dated 10/02/2023

1.	Registered Name & Address of The Bidder	
2.	Location of Corporate Head Quarters	
3.	Date & Country of Incorporation	
4.	Service facilities location & size	
5.	Total number of employees	
6.	List of major clients	
7.	Name & Address of Contact Person with Tel. No / Fax /e-mail	
8.	Client Reference	
9.	Annual turnover for the three previous financial years	
10.	Net worth (Paid up capital plus free reserves) for the previous financial year (2021-22)	
11.	Name of the Authorized Signatory	

Name: _____

Designation: _____

Date: _____

Signature: _____

Company Seal

8.10 Annexure 10: Undertaking for providing authorized representatives of IRDAI the right to inspection, investigation, obtaining information

To
The Deputy General Manager
The Oriental Insurance Company Limited
Information Technology Department,
NBCC Office Complex, East Kidwai Nagar,
2nd Floor, Office Block 4,
New Delhi- 110023

Sir,

Reg: Undertaking from the Bidder for providing authorized representatives of the IRDAI the right to inspection, investigation, obtaining information for Tender Ref No: **OICL/HO/ITD/ECM-AMC/2023/01 Dated 10/02/2023**

We hereby undertake to provide authorized representatives of Insurance Regulatory Development Authority of India (IRDAI) right to:

a) examine the books, records, information, systems and the internal control environment to the extent that they relate to the service being performed for the company and

b) access to any internal audit reports or external audit findings for the service being performed for the company.

Name: _____

Designation: _____

Date: _____

Signature: _____

Company Seal

8.11 Annexure 11: Non-Disclosure Agreement

(On Rs.100 Non-Judicial stamp paper)

This Non-Disclosure Agreement made and entered into at…………. This … day of……… 202_

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 Information Technology Department, NBCC Office Complex, East Kidwai Nagar, 2nd Floor, Office Block 4, New Delhi-110023 (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 and includes 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. That a copy of the agreement shall also be given to OICL. 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 survive the expiration, cancellation or termination of this Agreement.

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.

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, merchantability, and 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)

8.12 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 _____202_, between, on one hand, The Oriental Insurance Company Ltd, having its
headquartered and Corporate Office at NBCC Office Complex, East Kidwai Nagar, 2nd Floor, Office Block 4,
New Delhi- 110023, 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 activates 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 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 favor 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 submit a declaration as per format mentioned in the RFP for Earnest money/security.

5.2 The declaration against Earnest money / Security deposit shall be valid for the contract period 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 anyone 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 consolation 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 to 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 shall be Delhi.

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. 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 _____

Signed, Sealed and Delivered for "The Oriental Insurance Company Ltd." By it's constituted Authority	Signed, Sealed and Delivered for M/s _____ by it's constituted Authority
Signature: _____	Signature: _____

Name: _____	Name: _____
Designation: _____	Designation: _____
Address: _____	Address: _____
Company: _____	Company: _____
Date: _____	Date: _____
Company Seal	**Company Seal**
Witness I	**Witness II**
   Signature: _____	 Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Address: _____	Address: _____
Company: _____	Company: _____
Date: _____	Date: _____

8.13 Annexure 13: Manufacturers Authorization Format

(To be submitted on OEMs Letter Head)

[To be included in 'Cover – A' Eligibility Bid Envelope]

RFP No: **OICL/HO/ITD/ECM-AMC/2023/01 Dated 10/02/2023**   Date:

To,

Deputy General Manager

The Oriental Insurance Company Limited

Information Technology Department,

NBCC Office Complex, East Kidwai Nagar,

2nd Floor, Office Block 4,

New Delhi- 110023

Subject: Manufacturers Authorization Form Tender Ref No: **OICL/HO/ITD/ECM-AMC/2023/01 Dated 10/02/2023**

<This MAF should be on the letterhead of the OEM and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the bidder in its eligibility bid>

MAF should broadly cover the following:

a. Registered office address of OEM

b. Authorizing bidder to participate in the tender and negotiate and conclude the contract with OICL.

c. Confirm extension of full warranty and guarantee as per the terms and conditions of the tender and the contract for the solution, products/equipment and services including extension of technical support and updates / upgrades if contracted by the bidder.

d. Ensure all product upgrades including software upgrades and new product feature releases during the contract period.

e. And also confirm that such Products as OICL may opt to purchase from the Supplier/Bidder, provided, that this option shall not relieve the Supplier/Bidder of any warranty obligations under the Contract.

f. In the event of termination of production of such Products:

i. advance notification to OICL of the pending termination, in sufficient time to permit the OICL to procure needed requirements; and

ii. Following such termination, furnishing at no cost to OICL, the blueprints, design documents, operations manuals, standards and specifications of the Products, if requested.

g. Should also confirm to undertake, that in case if the bidder is not able to maintain the solution to the satisfaction of the Company as per the functional and technical specification of the bid, will replace the bidder with another bidder to maintain the solution till the contract period in this bid at no extra cost to the company.

Yours faithfully,

(Authorized Signatory of Bidder)

Date:

(Company Seal)

9 Appendix

9.1 Appendix 1: Functional Specifications

#	Particulars	Compliance (Yes/No)	Bidder's Remarks
A	**Creation & Management of Departmental Notes**		
1	The system shall have an In-built Web based Text Editor with basic functionalities such as bold, alignment, font, color etc.		
2	The system shall have a draft folder to save Office Notes that are created through in-built text editor.		
3	Office Note in draft folder shall be available to the user for editing.		
4	Using workflow feature of a system, user shall be able to route the Office Note for approval		
5	The system shall provide a facility to Add / Edit comment to a Note in a workflow.All the comments shall be appended to the main content of the Note.		
6	The system shall capture the signature of user working on a Note		
7	The system shall capture complete Revision History of a Note at the top of the Note itself		
8	The system shall have the facility to print the Note with Revision history at any point of time.		
9	The system shall have a facility to "approve" a Note through some actionable control.		
10	The system shall provide an interface to search a and check the status of a Note in workflow		
11	The system shall have a facility to securely archive the Note on approval / completion.		
12	System should differentiate between Administrative general files (Subject Files) and Administrative specific files (Special Files)		
13	The system shall have a facility to create/open a new electronic subject file.		
14	Subject File creation shall take at least File Number and File Subject as inputs.		
15	The system shall have a facility to create both main as well as part file.		
16	The system shall have a facility to save the file in the desired folder in the system.		
17	The system shall also generate a Barcode number on successful creation of a file. This barcode can be pasted on a physical file for tracking, in case physical file is also used.		
18	The system shall have facility to print barcode number of file at any point of time.		
19	The system shall have facility to add documents in the File.		
20	The system should have a facility to search a file on File number, file subject		
21	The system should have a index table of all created files		

#	Particulars	Compliance (Yes/No)	Bidder's Remarks
22	The system should support creation of any types of special files such as employee files, claim file etc		
23	The system should have a provision to define searching attributes for each type of special file		
24	The system should have a separate searching interface for each type of special file		
25	The system shall support the Whitehall view of the file.		
26	The system shall have a facility to create/open a new electronic file.		
27	The system shall have a facility to create both main as well as part file.		
28	File creation shall take at least File Number and File Subject as an input.		
29	The system shall provide facility to view all letters/documents at the right hand side (RHS) of the folder with note-sheet on left hand side		
30	The system shall support browsing through the noting on the LHS to facilitate easy identification of any filed document.		
31	The system shall provide facility to users to append their notes, which shall be automatically stamped with user name, date and time		
32	The system shall provide facility to secure notes in File View		
33	The system shall provide facility to users to link the notes to any document, file and previous notes, so that corresponding objects can be directly opened from the note view		
34	The system shall provide facility to users to append notes in the same paragraph		
35	The system shall provide security on notes so that Noting/comments once written, signed and forwarded shall not be amendable by any user including originator, however if a new note has not been written, the user shall be able to modify the latest note, which he is writing.		
36	The system shall provide facility to take print out of the noting for filing in paper folder as record		
37	The system shall provide a facility to add new documents in the file by calling native application like Word, Excel etc. from the same interface.		
38	The system shall provide facility to open multiple documents simultaneously.		
39	The system shall have a facility to create a paper profile of a document in the file, in case document is not available in electronic form.		
40	Using workflow feature of a system, user shall be able to route the file.		
41	The system shall provide a feature to recall a File from other user		
42	The system shall provide an interface to search the status of a file in a workflow.		
43	The system shall provide a facility to track a department		

#	Particulars	Compliance (Yes/No)	Bidder's Remarks
	where a File is pending.		
44	The system shall support the case file management		
45	File view shall provide facility to view all documents inside file, Noting / commenting, Edit file properties		

9.2   Appendix 2: Commercial Bill of Material

<Sheet for Bill of Material is attached as a separate file>