

The Oriental Insurance Company Limited

Head Office, New Delhi



Request for Proposal

For

Selection of Technical Service Provider (TSP) for onboarding OICL as Financial Information User and Financial Information Provider on Account Aggregator platform with Multi-Tenant Cloud SaaS (Software as a Service) Solution

(Tender Reference No.: OICL/HO/ITD/TSP/2023/01 Dated 18/09/2023)

IT 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/IT/TSP/2023/01 Dated 18/09/2023
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



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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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Purpose of this Document

The purpose of this Request for Proposal (hereafter referred to as “RFP”) is to define scope of work for the Bidder for comprehensive TSP services for OICL.

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

- **“Company/OICL/purchaser”** means The Oriental Insurance Company Limited.
- **“Bidder”** is a company, which participates in the tender and submits the bid as prescribed and shall be the owner/certified or authorized agent of the solution offered.
- **“Products/equipment”** means all the active and passive hardware and software, software licenses, and/or other materials, which the Successful Bidder is required to support/ maintain as per this tender.
- **“Letter of Acceptance / LOA”** means the issue of a signed letter by the Purchaser stating its intention to award the work mentioning the total Contract Value.
- **“AMC”** means Annual Maintenance Contract.
- **“FIP”** means Financial Information Provider.
- **“FIU”** means Financial Information User.
- **“TSP”** means Technology Service Provider.
- **“AA”** means Account Aggregator.
- **“PSB”** means Public Sector Banks
- **“PSU”** means Public Sector Undertaking
- **“BFSI”** means Banking Financial Services and Insurance
- **“RBI”** means Reserve Bank of India.
- **“ReBIT”** means Reserve Bank Information Technology Private Limited.
- **“ISO”** means International Organization for Standardization.
- **“API”** means Application Program Interface.
- **“ATR”** means Acceptance Test Report.
- **“ATS”** means Annual Technical Support.
- **“DC”** means Data Centre
- **“DR”** means Disaster Recovery Site
- **“LAN”** means Local Area Network.
- **“SDK”** means Software Development Kit.
- **“UAT”** means User Acceptance Test
- **“BO”** means Business Offices
- **“RO”** means Regional office
- **“HO”** means Head office
- **“GSTN”** means Goods and Service Tax Network
- **“TRAI”** means Telecom Regulatory Authority of India
- **“VAPT”** means Vulnerability Assessment and Penetration Testing
- **“IS”** means Information System
- **“RPO”** means Recovery Point Objective
- **“RTO”** means Recovery Time Objective
- **“AI/ML”** means Artificial Intelligence / Machine Learning
- **“TAT”** means Turn Around Time
- **“CVC”** means Central Vigilance Commission
- **“MeitY”** means Ministry of Electronics and Information Technology
- **“MIS”** means Management Information System



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, 950+ Business Offices, Regional Training Centers, 30+ Claims Service centers and 30+ Legal Hubs geographically spread out across India. Currently head office has 5 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 7 million new policies in the year 2022-23. 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 8,000 employees and over 40,000 agents. The Company has a web portal <https://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), The Oriental Insurance Company Limited invites online bids from eligible companies / organizations/firms for the procurement of comprehensive TSP services for OICL for a period of 3 years.

The selected Bidder is required to familiarize itself with OICL's environment before the start of the contract.

1.3 Project Objective

Oriental Insurance Company Limited (OICL) intends to select Technology service provider (TSP) to on board OICL as FIU and FIP as per the RBI guidelines.

The Bidder has to provide, manage and maintain all necessary infrastructure components & services that would be necessary as per the defined requirements of this RFP and subsequent addendums/corrigendum if any. The Bidder has to ensure that the desired objective of OICL is fulfilled.

OICL proposes to invite online bids from eligible Bidders having proven past experience in providing services as mentioned in subsequent sections of this RFP.



1.4 Schedule of Events

General Details																	
Department's Name	IT Department																
Scope of Work	The Procurement Of Comprehensive TSP Services For OICL For A Period Of 3 Years.																
Tender Details	Request for Proposal For Selection of Technical Service Provider (TSP) for onboarding OICL as Financial Information User and Financial Information Provider on Account Aggregator platform with Multi-Tenant Cloud SaaS (Software as a Service) Solution for a Period Of 3 Years.																
Tender Type	Open																
Tender No.	OICL/HO/IT/TSP/2023/01 Dated 18/09/2023																
Consortium	Not Allowed																
Download Tender Documents	Tender Document can be downloaded from OICL's website- https://orientalinsurance.org.in																
Key Dates																	
Document Purchase Start Date	18/09/2023																
Document Purchase End Date and Time	29/09/2023, 3PM																
Last Date and Time for receipt of pre-bid queries	21/09/2023, 5PM																
Pre-Bid Meeting Date, Time and Location*	22/09/2023, 3PM																
Last Date and Time for submission of Bids	29/09/2023, 3PM																
Date and Time of Eligibility cum Technical Bid Opening	29/09/2023, 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)	<p>Rs. 5000 (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:</p> <table><tr><td>Name of Bank A/c (i.e. beneficiary)</td><td>The Oriental Insurance Company Limited</td></tr><tr><td>Name of the Bank</td><td>UCO Bank</td></tr><tr><td>Address of the Bank</td><td>4/2B, Asaf Ali Road Near Delite Cinema, New Delhi – 110002</td></tr><tr><td>Bank Branch Name</td><td>Asaf Ali Road</td></tr><tr><td>Account type</td><td>Current</td></tr><tr><td>Account No</td><td>01150200000009</td></tr><tr><td>IFSC Code</td><td>UCBA0000115</td></tr><tr><td>Nine digit MICR Code No</td><td>110028003</td></tr></table> <p><i>(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)</i></p>	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
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																



EMD Amount (INR)	Bid Security Declaration as per format provided in Annexure 5 to be submitted
Bid Validity	As per Tender Document

General Details	
Performance Bank Guarantee (for successful Bidder)	As per Tender Document
Other Details	
Mode of Tender	Online
Contact details of e-Tender service provider	GeM Portal
Contact Information	Deputy General Manager IT Department, The Oriental Insurance Company Limited, 2 nd Floor, NBCC Office Complex, East Kidwai Nagar, Office Block 4, New Delhi- 110023 Tel: +91 11 24348225, M:9971474793 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 at head office and also via video-conferencing, link for the same will be sent on mail.*

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.

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, IT 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 Rs. 5000/- (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.**

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

Bidders should meet the following eligibility criteria in order to bid for the RFP:

#	Eligibility Criteria	Documents Required
1	Should be a public / private limited company registered in India.	Certificate of Incorporation
2	The Bidder should have been in existence for a minimum period of 3 years in India.	Certificate of Incorporation
3	The Bidder should have a minimum turnover of Rs. 1 Crore per annum in last three financial years (2020-21, 2021-22 and 2022-23).	1. Audited Financial statements for the respective financial years and/ or 2. Published Balance Sheet and/ or 3. CA Certificate
4	The Bidder should have a positive net worth in the last three financial years (2020-21, 2021- 22 and 2022-23).	
5	Bidder should have direct support offices in Delhi-NCR. In case direct support office of the bidder is not present in Delhi-NCR then an undertaking to be provided by the Bidder stating that direct support would be provided by the bidder at Delhi-NCR whenever desired by the OICL	Letter of confirmation
6	The bidder must be OEM of the FIP and FIU Module available on Cloud as SaaS Solution as on date of this RFP	Self-Declaration with Solution Demonstration
7	The proposed FIP and FIU SaaS Solution should have been successfully implemented / under implementation by TSP in at least one BFSI in India (As on RFP date).	Client details with Documentary evidence in the form of past Purchase Order / Work Order.
8	Bidder should have engagement with minimum 3 AAs for FIP and/or FIU module	Letter/MOU from AA
9	The bidder should have ISO/IEC 27001 certification.	Copy of ISO/IEC certificate
10	The Bidder should not be blacklisted by any Government or PSU enterprise in India as on the date of the submission of bid.	Self-Declaration letter by Bidder authorized signatory.
11	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

Note:

1. MICRO and SMALL Enterprises are exempted for above mentioned points 2 & 3 above.
2. Bidders need to ensure compliance to all the eligibility criteria points.
3. In-case of corporate restructuring the earlier entity's incorporation certificate, financial statements, Credentials, etc. may be considered.
4. 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.
5. Purchase orders without relevant organization confirmation through a credential letter will not be considered as credentials.
6. 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.
7. 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 a 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 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 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 next week. Necessary assistance from OICL officials will be provided to ensure that activities will be completed in time. The detailed activities to be completed in each phase are mentioned below along with the timelines.

After complete implementation of the Solution as defined in Scope of Work, OICL shall monitor the performance of the Solution for a period of ONE month, said period will be treated as Evaluation Period and the Project closure process shall be initiated by OICL only post satisfactory performance of the Solution and the sign off of the Project shall take place.

#	Activity	Time Period for Completion
1	Onboarding of OICL as FIP in AA Ecosystem	Within 4 weeks from the date of issuance of Purchase Order
2	Onboarding of OICL as FIU in AA Ecosystem	Within 6 weeks from the date of issuance of Purchase Order
3	4 Weeks performance reports after above Activity	Immediately after 4 weeks of above Activity

Note:

- a. OICL, at its discretion, shall have the right to alter the delivery schedule based on the implementation plan. This will be communicated formally to the Bidder during the implementation, if a need arises.
- b. The Bidder is required to provide a detailed strategy to OICL; the activities mentioned above are indicative but the timelines for procurement and delivery should be maintained. Hence if the Bidder has a faster and more effective solution the same may be discussed and agreed by OICL.
- c. The Project Manager/Coordinator shall submit 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 next week. Necessary assistance from OICL officials will be provided to ensure that activities will be completed in time.
- d. After complete implementation of the Solution as defined in Scope of Work, OICL shall monitor the performance of the Solution for a period of ONE month, said period will be treated as Evaluation Period and the Project closure process shall be initiated by OICL only post satisfactory performance of the Solution and the sign off of the Project shall take place.

1.8 Escalation Matrix

OICL as well as the Bidder will decide an escalation matrix to resolve any issues that may crop up during 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 3 years from the date of issuance of purchase order and further extendable by another year on same rates, terms & conditions subject to currency fluctuations and/



or any unforeseen events / circumstances.

2 Scope of Work

The scope of work for this project includes Technology Service Provider (TSP) for onboarding OICL as Financial Information User and Financial Information Provider on Account Aggregator platform with Multi-Tenant Cloud SaaS (Software as a Service) Solution.

2.1 Technology Service provider (TSP)

- Technology service provider shall provide multi-tenant cloud solution (isolated through VPC and MeitY empanelled) for onboarding OICL as Financial Information User (FIU) with the selected Account Aggregators and integrating with all licensed Account Aggregators as Financial Information Provider (FIP) in Account aggregator ecosystem.
- The license for the solution to be Enterprise wide perpetual level for all the modules offered without any constraint on number of branches or users for OICL, if applicable.
- The FIP/ FIU module should be able to integrate with various OICL's systems.
- On request of FIU in Account Aggregator ecosystem, the solution should be able to share customers' required information on receipt of customer consent.
- On receipt of customer consent, Solution should enable OICL to act as FIU, fetch required information provided by other Financial Information Providers and facilitate decryption of data received through the Account Aggregator ecosystem. The decrypted data (financial assets data as defined by RBI / Policy information etc) fetched as part of FIU shall be utilized by OICL for further data analytics, based on the applicable use cases. The successful bidder shall include all such integration scopes as part of the commercials quoted.
- Enable OICL to act as FIP and provide required information to other Financial Information Users (FIUs) in Account Aggregator ecosystem on receipt of customer consent.
- Solution should have consent management module which should be able to request customer consent, store the customer consent securely. The consent module shall be available for integration with various OICL systems (both web (all technologies) / mobile (Android / iOS versions)). Vendor should provide access to the customer consent module to OICL for regular monitoring and for audit purposes as required by the statutory requirements.
- The proposed Solution should have browser based user friendly and available interface for branches and customers.
- The data in flow should be in encrypted form in compliance with Regulatory / OICL Information Security requirements from time-to-time.
- The solution should be able to integrate with OICL delivery channels through APIs.
- API integration with Account Aggregator system should be in accordance to the API specification & Data schema published by ReBIT from time-to-time
- The solution should be able to monitor the API performance/usage. The Solution should also support API throttling, quota, and be able to queue requests in case there is load on OICL applications (GC CORE, Agent portal, Customer portal, Claim module and underwriting module).
- The solution should comply with updated RBI Directives and other regulatory guidelines. During the contract period any customization required to comply any regulatory guideline will be provided by the bidder without any additional cost.
- The solution provided should provide assured integrity with complete audit trail that can be retrieved and verified at any point in time by the authorized personnel of all actions including the logs pertaining to consent and access information.
- The solution should be able to support integration through data extracts, SDK, SOAP/ REST APIs, XML feeds.
- Detailed MIS reports should be available as per the OICL requirement.



- The proposed solutions should be compatible with all the Account Aggregators. The successful bidder need to integrate with all licensed Account Aggregators (current and future) and onboard OICL as FIP. The successful bidder needs to integrate with the selected licensed Account Aggregators and onboard OICL as FIU.
- The bidder will be responsible for successful completion of certifications required for OICL to become a part of Account Aggregator Ecosystem as FIP & FIU at no additional cost to OICL during the contract period.
- The successful bidder needs to setup DC & DR environment with high availability and secure infrastructure for the solution. DC & DR setup should support high availability in Active Passive mode and should support real time DC – DR replication so that in case of any unforeseen events, the switch over to DR can take place and the application can work seamlessly as before. The proposed system must be capable of and compatible for Disaster Recovery Implementation with Recovery Point Objective (RPO) - 15 minutes and Recovery Time Objective (RTO) - 30 minutes.
- Proper Backup policy should be considered in implementation plan.
- The Bidder needs to size the infrastructure on cloud (hardware, Operating System, Database, Storage and other related software/hardware) for the proposed solution (for both Production and UAT) and submit the same as part of their technical bid submission. The Bidder is responsible to arrive at the sizing independently based on the performance measures and SLA indicated in the RFP. OICL is not responsible for any assumption made by the Bidder with respect to the sizing.
- In the event the sizing proposed by the Bidder does not meet the performance / service levels of OICL the Bidder will at their cost carry out the necessary upgrades / replacements. OICL has the right to deduct / recover from the Bidder as per SLA.
- Bidder will have to integrate with any new use case introduced in the AA ecosystem during the contract period of 3 years at No additional cost. The Proposed solution should have the capability to provide integrations for fetching additional customer parameters/ data points from any future addition to the AA Ecosystem such as GSTN, TRAI data and/ or any regulatory changes (ex. ReBIT/ IRDAI) etc. as and when applicable without any cost to OICL.
- Implementation of the proposed solutions should consider all the security measures.
- All the audit observations (VAPT, IS audit etc.) should be rectified by the bidders with in the timelines decided mutually with OICL. Patching activity should be performed periodically as per the requirement of OICL.
- During the contract bidder will proactively inform OICL about any security vulnerability related to the solution and fix it without any additional cost.
- The proposed solution should ensure Integrity & Confidentiality of the data.
- The bidder will be responsible for successful completion of certifications required to become a part of Account Aggregator Ecosystem as FIP & FIU.
- Proposed FIP and FIU solution should plug-and-play into the Account Aggregator Platform, Low code integration, REST API, ReBIT and RBI Guidelines Compliant with Ready Made Dashboards.
- **OICL estimates, for the purpose of setting up of infrastructure only, to transact minimum 5,000 FIU and 10,000 FIP data fetch per month as a baseline to enable the bidder to design, build, deliver and support the proposed solution.**
- The Bidder shall be solely responsible to make payment to Cloud Providers/partners. The Amount against Penalties, if any, will be recoverable from the Payment OR from any other payment due to the Bidder OR from performance Bank Guarantee.
- **OICL will not guarantee any minimum compensation will be paid to the bidder or any minimum usage of the bidder's services.**
- **New features and integrations introduced in the AA ecosystem as per RBI guidelines during the contract period should be made available at No extra cost to OICL (Other than the transaction**



charges).

Desired: The Solution should support data analytics of the data received from Account Aggregator ecosystem using AI/ML techniques.

2.2 Other Key Responsibilities includes, but are not limited to:

- Register with the Central Registry - Digital Signature, other details.
- Enable discovery of applicant's accounts, basis identifier(s) sent by AA.
- Authenticate applicant before linking/delinking of accounts with applicant's AA profile.
- Receive and verify consent artefact for a consent request approved by the applicant for fetching data.
- Capability with respect to storage of all the consent artefacts as part of a FIP Database.
- Format data for compliance with standardized data schemas.
- Purge data after AA had fetched the data.
- Share consent template to AA for applicant's approval.
- Receive applicant's consent artefact from AA.
- Capability with respect to storage of all the consent artefacts as part of a FIU Database Capability to send appropriate notifications to the customer regarding account linkages, data access requests, data sharing etc.
- FIU to fetch the data once AA notifies the readiness of data.
- Capability to monitor the service availability of the integrated AAs at any point of time.

2.3 Data Security:

- Business of TSP, Account Aggregator, and entire ecosystem will be entirely Information Technology (IT) driven.
- The technology should also be scalable to cover any other financial assets or financial service provider as maybe identified by OICL in future.
- There shall be adequate safeguards built in its IT systems to ensure that it is protected against unauthorized access, alteration, destruction, disclosure or dissemination of records and data;
- Appropriate measures for Disaster Risk Management and Business Continuity shall be in place.
- Information System Audit of the internal systems and processes shall be in place and shall be conducted at least once in two years by external auditors. Report of the external auditor shall be submitted to the Department of IT of OICL, within one month of submission of the report by the external auditor.
- TSP will not store OICL's Customers data under any circumstances.

2.4 Support (ATS)

- The bidder has to ensure on-site/ offsite support if need arises for resolving Account Aggregator solution related issues, including installation/re-installation of required software and its supporting software for the proposed solution, during contract period without any extra cost.
- Integration of OICL as FIP with all future AAs from the date of PO in the Account Aggregator ecosystem without any additional cost to OICL.
- The technical resources (Onsite/offsite) should be competent to develop/configure/ handle/ integrate/ maintain/ manage/Implement/Test/Go-live the proposed Account Aggregator solution.
- The allotted resources are expected to perform testing, support, monitoring, implementation, Integration with new Account Aggregator, Trouble Shooting, reporting, RCA reports, coordination with OICL's teams, Audit compliance, any other statutory compliance, Patch Installation (OS, DB, App, Software) fixes, analytics, fraud risk/ rule management & monitoring, day to day MIS reports,



Regulatory reports, conducting DR Drill, backup/restore. These activities are illustrative and the details will be shared with successful bidder.

- Detailed process documentation, SOP (Standard operating procedure) and management of solution should be created and submitted before project signoff.
- Bidder is expected to deploy academically good, technically sound and competent personnel to ensure smooth operations.
- The deputed personnel will be employed by the selected bidder on their payrolls/contracts without having any employment right with OICL. Moreover, deployed personnel will not have any right whatsoever to lodge claim of any nature directly or indirectly with OICL and it would be responsibility of selected bidder to address such issues without involving OICL.
- The deputed persons have to maintain the utmost secrecy & confidentiality of OICL's data including process performed at OICL premises.
- Bidder is expected to adhere to OICL's request for removal of any personnel, if OICL notices any negligence/gross misconduct/violation of trade secret/disclosure of OICL's data to third party and any decision of OICL in this regard would be final and binding upon the selected vendor

2.5 Technical Scope

- Providing day-to-day administration support.
- Coordinating with application vendor.
- Generation of daily, weekly, monthly quarterly and annual performance reports and improvement areas.
- Managing uptime as per SLAs.
- Above service needs to provide 99% uptime.
- Portal Dashboard for the service
- Quarterly review of performance
- Prompt issue identification and resolution
- Help in change management and process management

2.6 Documentation / Training:

- 01 day training for OICL's officials for 02 batches at OICL's premises regarding overall functioning of the Solution/ available Dashboard/ Analytics etc.
- Providing process documentation, SOP's, required Technical and Functional documentation, Reference Manual, FAQ, Job Card, System Configuration Documents etc.

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

3.1.3 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 OICL's decision in the matter will be final.

3.1.4 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.

3.1.5 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.

3.1.6 Right to Alter Quantities

OICL reserves the right to alter the requirements specified in the tender. OICL also reserves the right to delete or increase one or more items from the list of items specified in the tender. 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. Bidder agrees that there is no limit on the quantities that can be altered under this contract. During the contract period the Bidder agrees to pass on the benefit of reduction in pricing for any additional items to be procured by OICL in the event the market prices / rate offered by the bidder are lower than what has been quoted by the Bidder as the part of commercial offer. Any price benefit in the products, licenses, software, services & equipment should be passed on to OICL within the contract period.

3.1.7 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.

3.1.8 Acceptance of the Solution

3.1.8.1 The solution will not be treated as complete if any parts of scope are not delivered as per the timelines specified in RFP. In such an event, the supply will be termed incomplete and will not be accepted. Besides OICL may invoke the penalties as per contract.

3.1.8.2. There will be an acceptance test conducted by OICL or its nominated consultants after implementation of solution. In case of discrepancy in capacity sizing, related software supplied and not matching the Bill of Materials or technical proposal submitted by the bidder in their technical bid, the bidder shall be given 6 weeks' time to correct the discrepancy post which OICL reserves the right to cancel the entire purchase contract. There shall not be any additional charges for carrying out this acceptance test. OICL will take over the system on successful completion of the above acceptance test.

3.1.9 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.

3.1.10 Submission of Bids

Bidders shall submit the Bids online. For details, please refer RFP Section 5 – Instruction to Bidders.

3.1.11 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).

3.1.12 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.

3.1.13 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.

3.1.14 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. 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. **The order will be placed for all-inclusive SaaS Solution on per data fetch payable and cost for**



the Integrations as applicable.

Payment terms are as follows:

Item	Payment	Documents to be Submitted
Integration Cost – Onboarding of OICL with all Account Aggregators (as on date of PO) as FIP	Upon go-live	Go-live, transaction report
Integration Cost – Onboarding of OICL with the selected Account Aggregator as FIU	Upon go-live	Go-live, transaction report
ATS Cost (Annual Technical Support)	Quarterly in arrears	Quarterly reports, MIS Reports, SLA report
FIU charges per data fetch	Quarterly in arrears, Per successful transaction	Quarterly reports, MIS Reports

3.1.15 Mode of Payment

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

3.1.16 Penalties and delays in Bidder's performance

In case the vendor fails to meet the SLA mentioned, penalty will be imposed as mentioned in Section 7 Service Level Agreement of the RFP.

3.1.17 Currency of Payments

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

3.2 Other RFP Requirements

- 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.
- 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.

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 3 years.

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 labour 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

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 Confidentiality

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

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

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

In the event that Bidder is required by judicial or administrative process to disclose any information or materials required to be held confidential hereunder, Bidder shall promptly notify OICL and allow OICL a reasonable time to oppose such process before making disclosure. Bidder understands and agrees that any use or dissemination of information in violation of this Confidentiality Clause will cause OICL irreparable 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.

4.13 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.



4.14 Liquidated Damages

If the bidder fails to deliver the services within the specified time lines 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 contract price. Once the maximum is reached, OICL may consider termination of the contract.

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 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.

4.17 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.

4.18 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.

4.19 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.

4.20 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)

4.21 Prices

The prices quoted (as mentioned in Appendix 2 - 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.

4.22 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.

4.23 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.

4.24 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.

4.25 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 contract placed on the selected Bidder 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 ATS, OICL shall deduct payment on pro-rata basis for the unexpired period of the contract.

4.26 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 disqualify 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.

4.27 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.

4.28 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.

4.29 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.

4.30 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.

4.31 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.

4.32 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 Bidders 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 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 agrees 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) Bidders use of and access of OICLs page; (ii) Bidders violation of any of these Guidelines; (iii) Bidders 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 Bidder caused damage to a third party.

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.

4.33 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, as the services are being procured on SaaS based solution, the entire order will go to one vendor in the above-mentioned case.

5 Instruction to Bidders

5.1 Instructions for Online Bid Submission

- I. Bidders should comply with rules and regulations of GeM portal for submission of Bids online.
- II. 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.
- III. 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

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. Bid Security Declaration as per Annexure 5
12. NDA As per Annexure 11 on stamp paper



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 Minimum 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. Escalation matrix
6. Detailed Design Document
7. Part coded Technical Bill of Material
8. Implementation plan
9. Undertaking from Bidder for providing authorized representatives of IRDAI the right to inspection, investigation, obtaining information (Annexure 12)

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.

The implementation cost cannot be more than 40% of the Total Contract Cost (TCO).



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

Eligibility criterion for the Bidders to qualify this stage is clearly mentioned in Clause 1.6. The Bidders who meet all these criteria only would qualify for the second stage of evaluation. The Bidder would also need to provide supporting documents for eligibility proof. All the credentials of the Bidder necessarily need to be relevant to the Indian market.

The decision of OICL shall be final and binding on all the Bidders to this document. OICL may accept or reject an offer without assigning any reason whatsoever.

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.

A masked copy of the original commercial offer is to be submitted with the technical bid, failing which the bid will be rejected. However, it should not contain price related information, failing which the bid will be rejected outright.

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

S. No.	Evaluation Criteria	Maximum Marks	Minimum Marks	Minimum Passing Percentage
1.	Bidder Experience	100	70	70%
2.	Bidder presentation	100	70	70%
	Total	200	140	70%

Bidders scoring at least the minimum score in each section mentioned in the table above and an overall score of 140 marks or more will be declared technically qualified.

The Bidders scoring less than 140 marks (cut-off score) out of 200 marks in the technical evaluation shall not be considered for further selection process and their offers will be dropped at this stage.

In case none of the participating bidders qualify on technical criteria by reaching or exceeding the cut off score of 70%, then OICL, at its sole discretion, may relax the cut-off score to a lower value, which, in any case, shall not fall below 60%. In case at-least two participants have not scored 60%, then OICL reserves the right to cancel and go for retendering process. However, this would be at the sole discretion of OICL.

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

SNo.	Technical Evaluation	Evaluation Methodology
1	Bidder Experience	Marking criteria for similar projects in nature in last 5 years 1. 1 project : 70 marks 2. More than One and Up to Three Projects: 85 marks 3. More than Three projects : 100 marks



2	Bidder Presentation (All eligible Bidders will be required to make presentations to supplement their bids and showcase overall solution proposed. The 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 the OICL may result in rejection of the proposal.)	<ol style="list-style-type: none">1. Understanding of OICL business Operating environment and scope – 20 Marks2. Demonstration of organization capability for the proposed initiative – 20 Marks3. Service Model demonstration -20 Marks4. Demonstration of value proposition offered in the bid which shall enable the success of the project- 20 Marks5. Detailed Solution Capability and approach - 20 marks
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The commercial proposals of only eligible and technically qualified 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 Three (3) 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 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 tallied.

7 Service Level Agreement

7.1 Service Level

The Bidder shall monitor and maintain the stated service levels to provide quality service. Bidder to use automated tools to provide the SLA Reports.

Any services that is reported to be down on any day should be attended as follows:

S. No.	Services	Response Time (in Hours)	Resolution Time
1	Disruption/ break-down/ latency more than 2 seconds in 24x7 basis/ incident	1	Within 4 hours
2	Change Request/ Updation	4	Within three OICL Working days to submit functional document and plan with reasonable timeline

Working days will be counted from the same date of logging call, if the call is logged before 12 noon else from the following working day (Monday to Friday).

Failure to comply with the above conditions will attract penalty as follows:

- a) Penalty for call resolution beyond above permissible period @ Rs.400.00 per day per call.
- b) Penalty for call resolution after first working day beyond (a) above @ Rs.800.00 per day per call. Penalty for Change Request/ Updation @ Rs.800.00 per day upon breach



- of timeline as per functional document and plan submitted by Bidder.
- c) The penalty would be subject to an overall cap of 10% of the contract value and thereafter the contract may be cancelled.
 - d) The service provider will submit, to OICL Head Office, monthly successful hits report together with individual hit conversion ratio/ count duly signed by the concerned OICL HO Account officials.
 - e) "Incident" refers to any event / abnormalities in the functioning of any of CKYC Services that may lead to disruption in normal operations CKYC services.
 - f) The bidder shall provide AMC support on all days of the year. The business hours are 24*7, 365 days a year.
 - g) The successful bidder will provide a SPOC for OICL for quick response of the service calls during the entire support period else penalty as per above/PBG may be invoked by OICL.

This expected level is Successful Bidder has to enter into service level agreement with OICL and SLA should cover the following:

Vendor will have to guarantee a minimum service availability uptime of 99%, calculated on a quarterly basis. Application (As a whole / any module of the application) availability will be 99% on 24x7x365. The penalty will be calculated as per the details given below.

Service availability Uptime percentage - 100% less Downtime Percentage

Downtime percentage - Unavailable Time divided by Total Available Time, calculated on a monthly basis.

Total Available Time – 24 hrs per day for seven days a week excluding planned downtime

Unavailable Time -Time involved while the solution is inoperative or operates inconsistently or erratically.

Uptime Percentage	Penalty Details
A >= 99%	No Penalty
99% =< A < 98%	2% of ATS charges
98% =< A < 97%	5% of ATS charges
A < 97.00%	Penalty at an incremental rate of 1% (in addition to a base of 5%) of ATS charges for every 1% lower than the stipulated uptime

The uptime percentage would be calculated on quarterly basis and the calculated amount would be adjusted from every subsequent quarter payment. The SLA charges will be subject to an overall cap of **10% of the ATS** and thereafter, OICL has the discretion to cancel the contract. If Vendor materially fails to meet an uptime of 99% for three (3) consecutive quarters, OICL may have the right to terminate the contract. In case if there are no pending invoices to be paid by OICL to the vendor, the vendor has to submit a pay order / cheque payable at Delhi in favour of OICL, for the same within 15 days from the notice period from OICL.

8 Disclaimer

This RFP is being issued by OICL for inviting bids for TSP Services. 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.



9 Annexures

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9.1 Annexure 1: Application form for Eligibility Bid

To
The Deputy General Manager
The Oriental Insurance Company Limited.
IT Department, 2nd Floor, NBCC Office Complex,
East Kidwai Nagar, Office Block 4,
New Delhi- 110023 Tel: +91 11 24348225

Application form for the Eligibility of the Bidder**Tender Ref. No. OICL/HO/ITD/TSP/2023/01 Dated 18/09/2023****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	Net Profit
FY (2020-2021)			
FY (2021-2022)			
FY (2022-2023)			

Name: _____

Designation: _____

Date: _____

Signature: _____

Company Seal

Note: The above data should relate only to the Company (Bidder) who has submitted the RFP. Data relating to sister companies, group companies, parent company, subsidiary companies shall not be considered. Above data should be supported by relevant Financial Statements (Audited).



9.2 Annexure 2: Technical Experience Details and Reference Form

Tender Ref. No. OICL/HO/ITD/TSP/2023/01 Dated 18/09/2023

Please attach supporting credentials for each reference provided.

SNo.	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)



9.3 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 and services should be provided by the Vendor viz., _____ and has accepted a bid by the Vendor for the integration & support 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/TSP/2023/01 Dated 18/09/2023**)

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**

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

**Company Seal
Witness I**

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

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

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

**Company Seal
Witness II**

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



9.4 Annexure 4: Query Format

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

SNo.	Page #	Point/ Section #	Existing Clause	Query Sought



9.5 Annexure 5: Bid Security Declaration

To
The Deputy General Manager
The Oriental Insurance Company Limited.
IT Department, 2nd Floor, NBCC Office Complex,
East Kidwai Nagar, Office Block 4,
New Delhi- 110023 Tel: +91 11 24348225

Sir,

Reg: Tender Ref No: OICL/HO/ITD/TSP/2023/01 Dated 18/09/2023.

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



9.6 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..... 2023 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 theday of.....

Signature and Seal of Guarantors (Supplier's Bank)

.....

Date.....

Address.....

.....



9.7 Annexure 7: Statement of No Deviation

To

The Deputy General Manager

The Oriental Insurance Company Limited

IT Department, 2nd Floor, NBCC Office Complex,

East Kidwai Nagar, Office Block 4,

New Delhi- 110023 Tel: +91 11 24348225

Reference: Tender Ref No: OICL/HO/ITD/TSP/2023/01 Dated 18/09/2023.

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



9.8 Annexure 8: Office locations and service infrastructure facilities**Tender Ref. No. OICL/HO/ITD/TSP/2023/01 Dated 18/09/2023**

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



9.9 Annexure 9: Bidder Profile

Tender Ref. No. OICL/HO/ITD/TSP/2023/01 Dated 18/09/2023

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 (2022-23)	
11.	Name of the Authorized Signatory	

Name: _____

Designation: _____

Date: _____

Signature: _____

Company Seal



9.10 Annexure 10: Undertaking for Land Border Sharing

(To be submitted by Bidder and OEMs on their respective letterhead)

RFP No: **OICL/HO/ITD/TSP/2023/01**

Date:

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

Dear Sir,

We, M/s _____ are a private/ public limited company/ LLP/ firm <strike off whichever is not applicable> incorporated under the provisions of the Companies Act, 1956/2013, Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having our registered office at _____ (referred to as the "Bidder") are desirous of participating in the Tender Process in response to our captioned RFP and in this connection we hereby declare, confirm and agree as follows:

We, the Bidder have read and understood the contents of the RFP and Office Memorandum & the Order (Public Procurement No.1) both bearing no.F.No.6/18/2019/PPD of 23rd July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/ procurement of goods and services, of any Bidder from a country which shares a land border with India and/ or sub-contracting to contractors from such countries.

In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we, the Bidder hereby declare and confirm that:

Strike off whichever is not applicable

1. "I/we have read the clause regarding restrictions on procurement from a bidder of the country which shares a land border with India; I/ we certify that _____ is not from such a country.
2. "I/we have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; I/we certify that _____ is from such a country. I hereby certify that _____ fulfils all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached]"

Further, in case the work awarded to us, I/we undertake that I/we shall not subcontract any of assigned work under this engagement without the prior permission of OICL.

Further, we undertake that I/we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that our subcontractor is not from such a country or, if from such a country, has



been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that our sub-contractor fulfils all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority]”

We, hereby confirm that we fulfil all the eligibility criteria as per the office memorandum/ order mentioned above and RFP and we are eligible to participate in the Tender process. We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, OICL shall be within its rights to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action in accordance with law. OICL shall also be within its right to forfeit the security deposits/ earnest money provided by us and also recover from us the loss and damages sustained by the OICL on account of the above.

This declaration cum Undertaking is executed by us through our Authorized signatory/ ies after having read and understood the Office Memorandum and Order including the words defined in the said order.

Name: _____

Designation: _____

Date: _____

Signature: _____

Company Seal



9.11 Annexure 11: Non-Disclosure Agreement

(On Rs.100 Non-Judicial stamp paper)

This Non-Disclosure Agreement made and entered into at..... This ... day of..... 2023

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 Corporate Office at NBCC office Complex, Block 4 , 2nd Floor IT department , East Kidwai Nagar 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)



9.12 Annexure 12 : Undertaking for providing authorized representatives of IRDAI the right to inspection, investigation, obtaining information

To
The Deputy General Manager
The Oriental Insurance Company Limited.
IT Dept, 2nd Floor,
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/TSP/2023/01 Dated 18/09/2023.**

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



10 Appendix

10.1 Appendix 1: Minimum Technical Specification

<i>Sl. No</i>	<i>Criteria Description</i>	<i>Mandatory (M)/ Not</i>	<i>Bidder's Y/N</i>
1	Must interface with other solutions using standard secure integration but not limited to API/ SFTP/ Message Queues/ Database's interface through DB driver/Staging table etc.	M	
2	Ability to support Low Code /No Code technology for design of workflow/ reports.	M	
3	Should have Data security capability which should allow setting security to ensure access to specific information only on validation of some critical fields at user level.	M	
4	Licenses should be un-restricted i.e. should have access to complete system with no differentiation on functionality and access rights.	M	
5	Should support a business continuity plan to maintain or restore operations and ensure availability of the OICL information asset as per OICL's policy.	M	
6	The Bidder shall describe the methodology for end-to-end monitoring of the proposed solution / application through alerts and investigation of problem, issue through audit logs	M	
7	API integration with Account Aggregator system should be in accordance with the API specification & Data schema published by ReBIT from time to time.	M	
8	The Solution should also support API throttling, quota, able to queue requests in case the load on OICL application/ warehouse server.	M	
9	Ability to extract data from source documents but not limited to pdf, CSV, excel and email.	M	
10	The proposed solution should be able to publish APIs to external consumers and partners, as well as to internal users.	M	
11	The proposed Solution should have browser-based user friendly and robust interface/dashboard for branches/ departments. Interface/ Dashboard should have the ability to request data. (in bulk as well as single).	M	
12	The proposed solution should have user friendly and robust interface for customers. There should be a mobile application and web-based portal for customer to link accounts/ to give consent etc. It should have the ability to integrate with mobile banking app and internet banking module and any other channel identified by the bank.	M	
13	System should be capable of generating the following reports (not limited to): <ul style="list-style-type: none">• User wise & Channel wise report• Request Success & Failure report• Statutory & Regulatory report• FIP/FIU based consent provided within certain period• Any other out of box reporting available with the solution. As per the requirement of the bank.	M	
14	Proposed FIP and FIU solution is plug- and-play into the Account Aggregator Platform, Low code integration, REST API, ReBIT and RBI Guidelines Compliant with Ready Made Dashboards	M	



15	The bidder will be responsible for successful completion of certifications required for OICL to become a part of Account Aggregator Ecosystem as FIP & FIU at no additional cost to OICL during the contract period.	M	
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10.2 Appendix 2: Bill of Material

Tender Ref No: **OICL/HO/ITD/TSP/2023/01 Dated 18/09/2023**

S. No	Description	Quantity/Details	Unit Rate	Year (Amount in Rs)			Total Amount
				Y1	Y2	Y3	
1	Integration Cost with all Account Aggregators as FIP	All AAs in ecosystem (As on date of PO)		NA	NA	NA	
2	Integration Cost with One Account Aggregator as FIU	10		NA	NA	NA	
3	ATS Cost (Annual Technical Support)	Per Year	NA				
4	Man-day cost for development **	50 man-day/ year	NA				
5	FIU charges per data fetch *#	(10,000 transactions per year)		NA	NA	NA	
Total Cost of Ownership (TCO) (Rs.)							

*this is for calculation and compare prices, payment will be made on actual basis

**Man-day cost for development–this is only for future change request after go live, man-day cost as above would be considered only for arriving at the successful vendor for awarding the contract. However the payment would be on actual basis on the number of days the resources has been utilized.

Per data fetch charges payable to AA providing data to OICL is not to be included and will be borne separately by OICL with the respective AAs.

GST Amount on above Total =

Grand Total inclusive of GST = Rupees

Note:

- Any future customization/ Integration of TSP solution with OICL's own platform will have to be borne by the bidder. No separate change request or customization charge will be payable.
- All the prices of this document should flow correctly from the respective sheets.
- The total cost should flow from the individual sheets within this Appendix.
- Bidder should strictly follow the format given in Table.
- OICL reserves the right to change the quantity of items quoted above at the time of placing order. In such case the value of the order will be the cost of items finally opted by OICL.
- The Bidder is responsible for all the arithmetic computation and price flows. OICL is not responsible for any errors

Name: _____

Designation: _____

Date: _____

Signature: _____



Company Seal