

The Oriental Insurance Company Limited

Head Office, New Delhi



Request for Proposal

For

**Procurement of Annual Maintenance Contract and Facility Management
Services for Data Loss Prevention Solution & IRM Solution at DC and DR**

(Tender Ref No: OICL/HO/ITD/DLP/2023/02 Dated 06.12.2023)

Information Technology Department

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

CIN- U66010DL1947GOI007158
www.orientalinsurance.org.in

This page is
Intentionally
Left blank

Non-Refundable Tender Fee

Non-Transferable Receipt

To be filled by OICL Official

Tender Ref. No.	Tender Ref No: OICL/HO/ITD/DLP/2023/02 Dated 06.12.2023
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

This page is
Intentionally
Left blank

Non-Refundable Tender Fee

Non-Transferable Receipt

To be filled by OICL Official

Tender Ref. No.	OICL/HO/ITD/DLP/2023/02 Dated 06.12.2023
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

This page is
Intentionally
Left blank

Important Notice

This document is the property of The Oriental Insurance Company Ltd (OICL). It should not be copied, distributed or recorded on any medium (electronic or otherwise) without OICL's written permission. Use of contents given in this document, even by the authorised personnel/agencies for any purpose other than that specified herein, is strictly prohibited as it shall amount to copyright violation and thus shall be punishable under the Indian law.

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.

Copyright © 2023 The Oriental Insurance Company Limited.

Table of Contents

1	Introduction	11
1.1	About the Company	11
1.2	Notice Inviting Bids	11
1.3	Project Objective	11
1.4	Schedule of Events	12
1.5	Availability of tender document	13
1.6	Eligibility Criteria	13
1.7	Project Timelines	14
1.8	Escalation Matrix	15
1.9	Contract Period	15
2	Scope of Work	15
2.1	Background & Current IT Infrastructure	15
2.2	General Scope	18
2.3	Annual Maintenance Contract and ATS	23
2.4	Facility Management	24
2.5	Existing inventory /Setup	27
2.6	Geographical Location	28
3	Terms & Conditions	29
3.1	General	29
3.2	Other RFP Requirements	32
4	Terms of Reference ('ToR')	32
4.1	Contract Commitment	32
4.2	Completeness of Project	32
4.3	Compliance	33
4.4	Assignment	33
4.5	Canvassing/Contacting	33
4.6	Indemnity	33
4.7	Inspection of Records	34
4.8	Publicity	34
4.9	Solicitation of Employees	34
4.10	Information Ownership	34
4.11	Sensitive Information	34
4.12	Confidentiality	35
4.13	Force Majeure	35
4.14	Termination for Default	36
4.15	Termination for Insolvency	36
4.16	Termination for Convenience	36
4.17	Resolution of disputes	37
4.18	Governing Language	37
4.19	Applicable Law	37
4.20	Prices	37
4.21	Taxes & Duties	37
4.22	Deduction	38

4.23	No Claim Certificate	38
4.24	Cancellation of the contract & compensation	38
4.25	Rights reserved by OICL	38
4.26	Limitation of Liability	38
4.27	Waiver	39
4.28	Violation of terms	39
4.29	Adherence to Terms and Conditions	39
4.30	Integrity Pact	39
4.31	Outsourcing Agreement	40
4.32	Regulations, Legal & Compliance	40
4.33	Guidelines for MSME	41
5	Instruction to Bidders	41
5.1	Instructions for Online Bid Submission	41
5.2	Tender Bidding Methodology	41
5.3	Bid Security	Error! Bookmark not defined.
6	Bid Documents	42
6.1	Eligibility Bid Documents	42
6.2	Technical Bid Documents	42
6.3	Commercial Bid Documents	43
6.4	Eligibility cum Technical Evaluation	43
6.5	Commercial Evaluation	44
7	Service Level Agreement	45
8	Disclaimer	48
9	Annexure	49
9.1	Annexure 1: Application form for Eligibility Bid	50
9.2	Annexure 2: Technical Experience Details and Reference Form	51
9.3	Annexure 3: Contract Form	52
9.4	Annexure 4: Query Format	54
9.5	Annexure 5: Pro forma for Bid Security	55
9.6	Annexure 6: Pro forma for Performance Security	56
9.7	Annexure 7: Statement of No Deviation	57
9.8	Annexure 8: Office locations and service infrastructure facilities	58
9.9	Annexure 9: Bidder Profile	59
9.10	Annexure 10: Non-Disclosure Agreement	60
9.11	Annexure 11: Integrity Pact	65
9.12	Annexure 12: Undertaking of Authenticity for Appliance and Equipment Supplies	71
9.13	Annexure 13: Manufacturers Authorization Format	72
9.14	Annexure 14: Undertaking for providing authorized representatives of IRDAI the right to inspection, investigation, obtaining information	73
9.15	Annexure 15: Undertaking for Land Border Sharing	74
10	Appendix	76
10.1	Appendix 1: Bill of Material	76

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 Procurement of Annual Maintenance Contract and Facility Management Services for Data Loss Prevention Solution and IRM Solution at DC and DR.

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

Definitions and Acronyms

AMC	Annual Maintenance Contract
ATR	Acceptance Test Report
ATS	Annual Technical Support
Bidder	Single point appointed by OICL for Procurement, Implementation, Maintenance and Support of DLP Solution, based on the bill of materials shared by OICL.
CVC	Central Vigilance Commission
DC	Data Centre which is located at Bengaluru
DRS/DRC/DR	Disaster Recovery Site which is located in Mumbai
HO	Head Office
RO	Regional Office
CBO/KBO/OO	Corporate Business office/ Key Business Office/Operating office
SVCs/LH	Service Claim Centres/ Legal Hub
INR	Indian Rupees
IP	Internet Protocol
IRM	Information Rights Management
IT	Information Technology
LAN	Local Area Network
Mbps	Million Bits per Second
MPLS	Multi-Protocol Label Switching
RF	Radio Frequency
NCR	National Capital Region
PO	Purchase Order
OEM	Original Equipment Manufacturer
OICL	Oriental Insurance Company Limited
OS	Operating System
RFP	Request for Proposal
SOW	Scope of Work
T&C	Terms & Conditions
TCO	Total Cost of Ownership
TO	Technical Offer
ToR	Terms of Reference
UAT	User Acceptance Test
SME	Subject Matter Expert
OEM	Original Equipment Manufacturer

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, 28 Regional offices in various cities, Oriental Staff Training College (OSTC) at Faridabad, 1292+ Business offices, Regional Training Centers, 13 Corporate Business office, 80+ Service Claim Centres, 75+ Legal Hubs and 20+ Key Business offices 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) invites sealed bids from eligible Bidders for selection of vendor for Procurement of Annual Maintenance Contract and Facility Management Services for Data Loss Prevention Solution and IRM Solution at DC and DR for a period of 3 (Three) years.

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

1.3 Project Objective

The Oriental Insurance Company Ltd. (OICL) envisages to select a vendor for Annual Maintenance Contract and Facility Management Services for Data Loss Prevention Solution & IRM Solution and its associated components as defined in this document. 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	Information Technology Department
Scope of Work	Selection of Vendor for Procurement of Annual Maintenance Contract and Facility Management Services for Data Loss Prevention Solution and IRM Solution at DC and DR.
Tender Details	Request for Proposal for Procurement of Annual Maintenance Contract and Facility Management Services for Data Loss Prevention Solution and IRM Solution.
Tender Type	Open
Tender No.	OICL/HO/ITD/DLP/2023/02 Dated 06.12.2023
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 and Time	06/12/2023
Document Purchase End Date and Time	05/01/2024, 3:00 PM
Last Date and Time for receipt of pre-bid queries	13/12/2023, 6:00 PM
Pre Bid Meeting Date, Time and Location*	15/12/2023, 3:00 PM
Last Date and Time for submission of Bids	05/01/2024, 3:00 PM
Date and Time of Eligibility Cum Technical Bid Opening	05/01/2024, 3:30 PM
Presentation by Qualified Bidders	Will be communicated
Opening of Commercial bid	Will be communicated
Declaration of L1 Bidder	Will be communicated
Payment Details	
Tender Fees (INR)	INR 5,000 (Rupees Five Thousand only) by crossed Demand Draft/Banker's Pay Order in favour of "The Oriental Insurance Company Limited" payable at New Delhi. The RFP Document Price is non-refundable and inclusive of taxes.
EMD Amount (INR)	INR 10,00,000/- (Rupees Ten Lakhs only) in the form of Bank Guarantee with 180 Days validity from the last date of submission of the Bid. This shall not carry any interest. (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)
Bid Validity	As per Tender Document
Performance Bank Guarantee (for successful Bidder)	As per Tender Document
Other Details	
Mode of Tender	Online
Bid submission to Tender	GeM portal
Contact Information	Deputy General Manager Information Technology Department, The Oriental Insurance Company Limited, NBCC Office Complex, Block 4, East Kidwai Nagar, New Delhi- 110023 E-mail: tender@orientalinsurance.co.in

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

- 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
Information Technology Department,
NBCC Office Complex, East Kidwai Nagar,
2nd Floor, Office Block 4,
New Delhi- 110023

The RFP document will be available for sale at the above address on all working days as per the date and time specified in section 1.4 Schedule of Events on payment of non-refundable Tender Fee of Rs. 5,000/- (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

S.No.	Eligibility Criteria	Supporting Documents
1	The bidder 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 5 years in India.	Certificate of Incorporation
3	The Bidder should have a minimum turnover of Rs. 25 crores per annum in last three financial years (2020-21, 2021-22 and 2022-23). *any last three audited results will be considered	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 (2019-20, 2020-21, 2021-22 and 2022-23). *any last three audited results will be considered	1. Audited Financial statements for the respective financial years and/or 2. Published Balance Sheet and/or 3. CA Certificate
5	Bidder should have service / support infrastructures at Mumbai / Bangalore and should be able to provide effective support.	Self-Declaration on Bidder's Letter head signed by authorized signatory.
6	The bidder should not have been blacklisted by any Government or PSU enterprise as on the date of bid submission.	Self-Declaration on Bidder's Letter head signed by authorized signatory.
7	The Bidder should be Original Equipment Manufacturer (OEM) or its Authorized reseller/seller or partner of the products (OEM) offered	A valid Manufacturer Authorization Form from the OEM as per Annexure 13

8	The bidder should have supplied, implemented or providing support for DLP solution in at least one PSU/BFSI/Govt enterprises in India having more than 900 branches in last 5 years.	Relevant Credential letters from client OR Purchase Order with the Client confirmation on having executed the PO to satisfaction. In case the solution is under implementation only purchase orders are required
----------	--	---

Note:

1. Bidders need to ensure compliance to all the eligibility criteria points.
2. In-case of corporate restructuring the earlier entity's incorporation certificate, financial statements, Credentials, etc. may be considered.
3. In case of business transfer where Bidder has acquired a Business from an entity ("Seller"), work experience credentials of the Seller in relation to the acquired Business may be considered.
4. Purchase orders without relevant organization confirmation through a credential letter will not be considered as credentials.
5. If an agent submits a bid on behalf of the Bidder/ OEM, the same agent shall not submit a bid on behalf of another Principal/ OEM for the same solution.
6. While submitting the bid, the Bidder is required to comply with inter alia the following CVC guidelines detailed in Circular No. 03/01/12 (No.12-02-6 CTE/SPI (I) 2 / 161730 dated 13.01.2012): 'Commission has decided that in all cases of procurement, the following guidelines may be followed:
 - a. *In 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 a weekly report on the progress of the project to OICL and appraise the activities completed during the week and activities to be taken up in the upcoming week. Necessary assistance from OICL officials will be provided to ensure that activities are completed in time. The detailed activities to be completed in each phase are mentioned below along with the timelines.

#	Activity	Time Period for Completion
1	Project Kick-off & Deployment of Facility Management Team	T+7 days
2	Complete Knowledge Transfer from existing vendor	T+15 days

**T is the date of acceptance of PO*

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

1.8 Escalation Matrix

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

1.9 Contract Period

The term of the Contract shall be for a period of 3 years from the date of issuance of purchase order. OICL can further extend the contract by another year on same rates, terms & conditions subject to currency fluctuations and / or any unforeseen events / circumstances. For the purpose of TCO, the period for commercial evaluation is only for 3 years.

2 Scope of Work

2.1 Background & Current IT Infrastructure

OICL has implemented DLP solution from M/s Forcepoint which comprises of Management server, Endpoint server, OCR server, policy server, MTA for email and web protector for internet traffic including Analytics Engine and end-point DLP Agent. The existing DLP solution is integrated with OICL's existing email, Active directory and web proxy solution.

Triton Management Server is a central component which is deployed at both DC and DR. DC Management server is in HA which is configured in cold standby mode and DR is in standalone Mode. All DLP policies are managed by the central management server.

OICL's Data Loss Prevention Solution has following features:

Data Security Suite:

1. Monitor and Protect sensitive data in motion and in use.
2. Provides a single management console to manage DLP components at network and endpoint.
3. Monitor and protect sensitive information flowing outside the organization through HTTP, FTP, HTTPS and other network channels.
4. Identify and protect data based on keywords, patterns, and file types and by fingerprinted information.
5. Enforce policies based on several pre-defined policy templates available within the solution and the templates can be turned on using a policy wizard.
6. Provide comprehensive reporting metrics and incident management work-flows which would allow the risk team to deal with policy violations effectively.

Network Discover Module:

1. **Discover Data at Rest:** Network discovery module would perform agent less discovery of sensitive information residing on servers, endpoints, file servers, databases, document management systems etc. and gives a complete information inventory of sensitive information residing in the network.
2. **Scheduled Discovery:** The discovery tasks can be scheduled based on the OICL's needs and the discovery tasks can be even incremental.
3. **Bandwidth control during Discovery:** Network discovery tasks can be configured to use specific bandwidth so that discovery tasks do not utilize all the available network bandwidth.
4. **Discovery Policies:** the solution has the capability to discover sensitive based on pattern, keyword and fingerprinting policies and the policies can be configured centrally.

5. **Discovery Reports:** Discovery module reports on all policy violations and provides comprehensive details about sensitive information lying in various folder in multiple module.

Enforcement Module:

1. **Monitor & Protect:** The solution has the capability to monitor and protect sensitive information leaving the organization accurately based on the policies defined. This module can also quarantine emails, integrate with security devices like encryption gateways, DRM solutions etc. OICL is using M/s Seclere IRM solution.
2. **Expanded Channel Coverage:** The enforcement module can monitor and protect sensitive information on network channels like SMTP, FTP, IM, HTTP, HTTPS etc.
3. **Policy Enforcement:** The Enforcement module can enforce policies based on patterns, keywords; file types, fingerprinted information etc. and can enforce policies based on users, user groups, IP, Domains etc.

Finger Printing Module:

1. **Accuracy:** the solution uses a Precise ID which accurately fingerprints information and also detects fingerprinted data without false positives and utmost accuracy thereby allowing organizations to start using the DLP system in blocking mode at the earliest.
2. **Ease of Fingerprinting:** The fingerprinting of files, folders, databases and document management systems is very simple and can be easily configured and scheduled periodically thereby ensuring the right information is fingerprinted for detection.
3. **Inbuilt wizards:** The solution has an inbuilt Wizards to fingerprint files, databases, document management systems thereby it ensures large volumes of data is fingerprinted easily and the right information is fingerprinted from databases and document management systems.

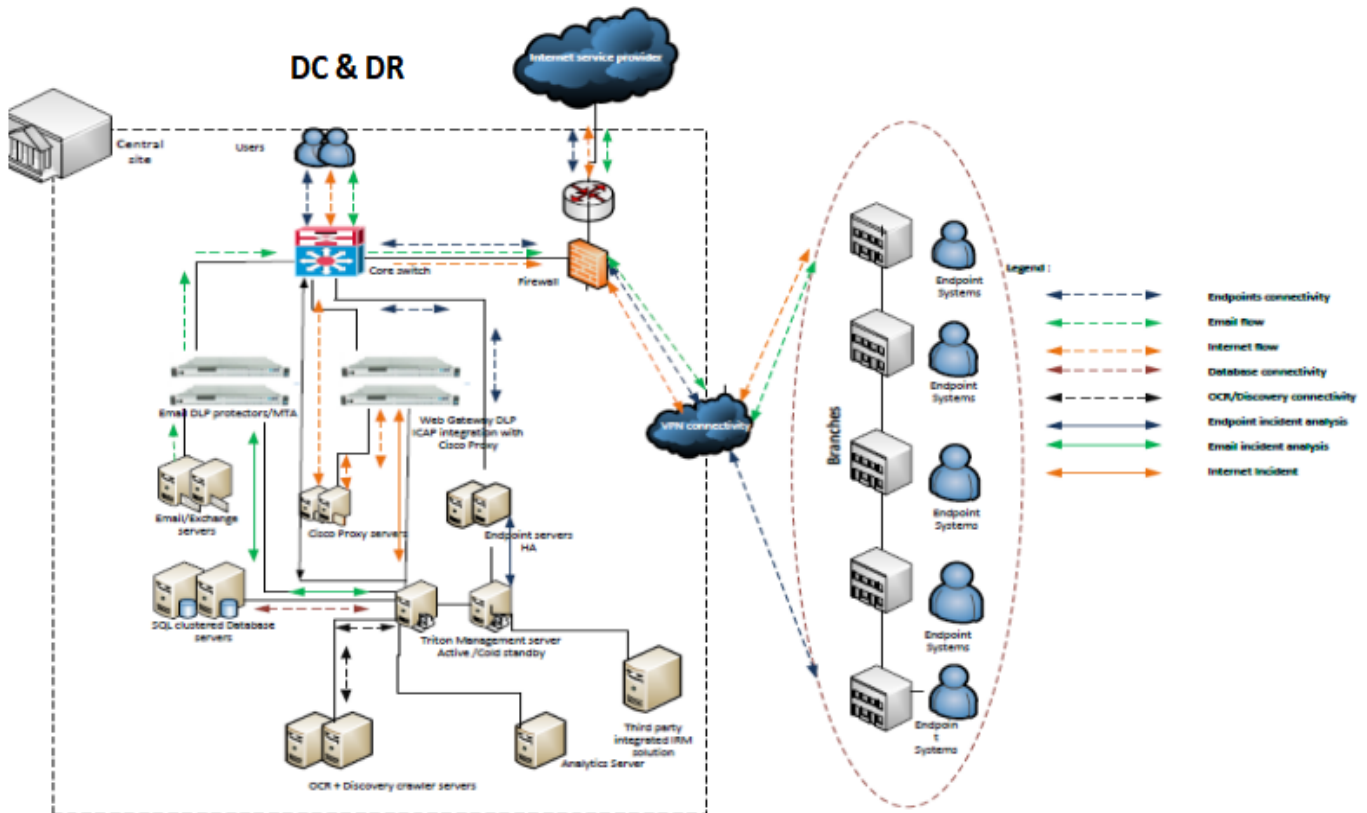
End-point Module:

1. **Removable Media Control:** The solution is able to prevent sensitive information written onto removable media devices. It can also allow only specific removable media to be connected and used by the endpoint.
2. **Online/Offline mode:** The data leak prevention policies enforced at endpoints will work on endpoints irrespective of the endpoints being connected or not to the corporate network.
3. **Ease of Deployment:** Endpoint client packages can be created and then using client distribution packages or through Group policies agents can be pushed to endpoints.

Management Module:

1. **Policy wizard:** The solution provides policy wizard for administrators to enable pre-defined policy templates required for the geography and the industry vertical that the organization belongs too, the policy templates gets updated on a periodic basis.
2. **Business Intelligent Policy framework:** Enforce policies based on WHO, WHAT, WHERE & HOW parameters and this makes policy definition easier. The module can integrate with directory services to enforce policies.
3. **Policy Management:** DLP policies enforced for network and endpoint components can be created, managed, audited and fine-tuned from a easy to use web based console
4. **Incident Management:** The solution has an inbuilt incident management options and it allows different roles to be created for incident management and each incident management detail can be tracked, for instance every incident created would have a unique ID, incident management and history details.
5. **Centralized Management:** DLP components at network and endpoint can be managed through a single web based console.
6. **Comprehensive reporting:** The solution provides complete capabilities to report on policy violations, audit logs, forensic details, incident management history etc. There are pre-defined report templates and filters and the administrators can view the reports based on the requirements and it's completely customizable. The reporting can also be centralized for all branches.

DLP Architecture/Logical Diagram:



Information Rights Management Solution:

Information rights management refers to protecting documents, spreadsheets, and presentations, containing sensitive data from unauthorized copying, viewing, printing, forwarding, deleting and editing etc.

OICL has implemented M/s Seclore IRM solution which is integrated with Active directory.

OICL's Seclore IRM module has the following features:

1. Policy Server

Policy server is the centralized server which governs all the user authentication - Internal and External, policy creation, System integration and complete list of enterprise activity for Seclore components.

2. Protector Licenses

Protector license enables user to protect emails and documents manually. Post protection, exhaustive tracking mechanism is enabled which captures all the activities performed on the email and document for internal/external users and log them in Policy server in real time.

Currently there is one protector license and bidder needs to provide a rate card for this license under Appendix - 2 "Bill of Material" and rates mentioned in the table will be applicable for the entire contract duration.

Quoted price for the licenses will be paid on actuals i.e. Separate purchase order will be issued basis the number of licenses required by OICL on actual basis.

3. Receiver

Seclore receiver allows receiver of a protected email and document to access them in a secure manner. If Seclore desktop client is installed, receiver can access Seclore protected files in native application without need for a license.

If Seclore lite agent for desktop is installed, secured emails and documents can be accessed in native application.

Recipient also has the option to access secured email and document through Browser in case Desktop client and Lite agent cannot be installed.

4. DLP Connector

Confidential files discovered by a DLP solution can be automatically protected by Seclore Rights Management. When defining a DLP discovery rule, the relevant Seclore Rights Management policy can be chosen that will be applied to the discovered file. A unique Seclore Policy Federation capability enables you to easily map and synchronize DLP and Rights Management policies to ease on-going administration.

2.2 General Scope

- i. The scope of work covers end-to-end support of DLP and IRM solution (including related hardware and software) with all its components including required patch chord, electrical and LAN cabling etc., re-installation (if required), re-commissioning (if required), Testing, Configuration and Maintenance of the existing data loss prevention and information rights management solutions at OICL's Data Center (DC), Disaster Recovery (DR) site and PAN India Office Locations.
- ii. Bidder should Identify, Classify and prioritize the data on the basis of risk categories after interaction with various stakeholders in the department (OICL).
- iii. Currently both DLP and IRM solutions are tightly integrated with OICL's Active Directory, the bidder needs to provide necessary support for the AD integration throughout the contract period without any additional cost to OICL.
- iv. Bidder is required to provide sizing for next three years after initial assessment of the deployed solutions and maintain Storage for DLP and IRM solution for the entire contract period.
- v. The Solution should be able to maintain logs for a duration of 1 month on the server and 1 year online (in

SAN). Bidder to provide the sizing for SAN for keeping 1 year data online.

- vi. The bidder has to provide necessary support so as to enable the OICL to integrate the DLP and IRM solutions with other OICL applications as when required without any additional cost to OICL.
- vii. Agents for both DLP and IRM solutions are installed on client machines at offices across India and selected bidder needs to install, re-install and update agents as when required by OICL without any additional cost to OICL.
- viii. Bidder needs to review and optimize the DLP policies based on changing business needs, data classification, and regulatory requirements.
- ix. Bidder needs to regularly analyse logs and incidents generated by the DLP solution to identify trends, anomalies, and potential security breaches.
- x. Bidder need to assess the existing log volume available on DLP and IRM systems and devise a strategy for purging of logs to SAN as per OICL security policy. The minimum online log retention should be 1 year.
- xi. Bidder should provide Facility Management support for the DLP solution during the tenure of the contract.
- xii. Provide Exit Management activities including complete documentation and the transition-out at the end of the contract period to the new service provider or in the event of premature termination of the contract.
- xiii. The bidder is expected to meet the defined SLA's of response time. If at any stage during the contract period, performance degrades due to any reason, the bidder is liable to take or suggest corrective steps with respect to hardware /software addition or up gradation, customization etc. to OICL.
- xiv. Bidder should apply all software updates released by the respective OEMs during the contract period.
- xv. The selected bidder is responsible for installation of DLP and IRM agents physically or remotely.
- xvi. Solutions are currently working within the OICL's existing network bandwidth capacity, which could be based on Leased Line, MPLS, VSAT, RF, Internet or any other suitable networking technology/method adopted by the OICL in future for eg. SD-WAN.
- xvii. The successful bidder shall adhere to best practice standards for the provisioning of services and testing of all functional/vulnerabilities from time to time.
- xviii. The successful bidder shall provide a centralized helpdesk/ customer care centre telephone number/ email/ fax number for attending user request/ complaints. The helpdesk/ customer care centre shall operate 24*7*365
- xix. A detailed escalation plan shall have to be submitted before the commissioning of the services, consisting of not more than 4 tiers from helpdesk to Global/Country Service Manager.
- xx. After successful taking over the project after complete knowledge transfer, bidder should appoint a project manager, who will act as act as a single point of contact for OICL.

- xxi. Any item of work/services/equipment not specifically mentioned above but considered essential for the completion of the work in all respect shall be deemed to be included in the scope of work (SOW).
- xxii. The above requirements are only indicative in nature to provide bidders a benchmark to arrive at an optimum service support model. However, OICL would expect successful bidder to provide or turn-on all available features under the existing solutions as and when required.
- xxiii. Successful bidder should guarantee a quarterly uptime of 99.50% for the entire solution from the date of sign-off for completing the knowledge transfer sessions.
- xxiv. The Bidder has to coordinate with other software/hardware/services vendors contracted by the OICL to resolve any hardware, system software and integration issues with existing systems and applications related problems during management of the existing DLP and IRM solutions. This will also include future plans for IPV4 to IPV6 migration.
- xxv. Vendor shall plan all the activities to be carried out during the Disaster recovery drill with a prior permission from OICL as and when required.
- xxvi. The fall back of services from Disaster recovery Site to Data Center should be a planned activity in consultation with OICL officials or its designated officials. The bidder is required to prepare a solution document that should include detailed disaster recovery plan.
- xxvii. A project plan in terms of activity and timelines required for executing the project with the details of deliverables, milestones for completing the knowledge transfer and taking over the project from existing service provider.
- xxviii. Bidder is required to provide an experienced team with similar project experience.
- xxix. The Bidder will have to provide full operational, maintenance and technical support during the entire period of the contract.
- xxx. The successful bidder will be required to augment/ upgrade the hardware & software components in the solution to ensure that the performance requirements are met. The additional hardware equipment & software if required shall be provided by OICL.
- xxxi. The bidder shall ensure that any new version/update/service pack/upgrade including security patches for vulnerabilities of the existing solution when released by the OEM, the same has to be communicated by OEM/ bidder within seven (7) days of such release, to OICL during the contract period.
- xxxii. Bidder will provide or re-assess the sizing for anti-virus software required, OICL will provide the required anti-virus licenses.
- xxxiii. The bidder must have an arrangement with the OEM such that the bidder/ OICL's SI/ OICL should be able to log a call with the OEM directly for remote/ on-line support.
- xxxiv. During the period of the contract, all upgrades or requirements, software, licensing, implementation of upgrades/patches/version changes, etc., due to whatsoever reason including but not limited to EOL or EOS, would be done by the bidder without any additional cost to OICL.

xxxv. The bidder shall prepare the SOPs (Standard Operating Procedures) with periodical review as per industry practices and regulatory guidelines. The drafted SOPs shall be submitted to OICL for its review and approval.

xxxvi. The bidder shall also provide the following documents as part of the deliverables of the project

- Create/update Standard Operating Procedures.
- Create/update Troubleshooting Manual.
- Executive summary report for the project to the management.
- Functional and operational requirements.
- Project support plan
- Guidance for best practices.
- Risk Register, RACI Matrix and Business impact analysis.
- Training materials.
- DR Procedure plan

xxxvii. Bidder should work with the existing System Integrator(s) of the OICL to integrate the existing DLP and IRM solutions with Active Directory, SIEM Solution, server and storage environment, enterprise network, EMS / NMS solution, security solution, ticketing tools etc. as when required by OICL during the contract period without any additional cost to OICL.

xxxviii. The bidder needs to integrate existing DLP and IRM solutions with any third party solutions procured by OICL during the contract period without any additional cost to OICL.

xxxix. Bidder needs to be provide OS/DB/Server/appliance Hardening Document which should be in line with OICL Security Policy.

xl. Bidder need to do workshop to define the different processes, policies, resources, technology, and interfaces.

xli. Bidder should conduct DLP comprehensive business requirement mapping session with business stakeholder to understand their critical information in predefined data classification template. Bidder should conduct workshops to explain the predefined template to stakeholders during entire contract period.

xlii. Bidder has to conduct policy identification exercise for target scope; define asset classification based on understanding of business flow of critical data, business impacting processes, and the artifacts in which the data resides. Bidder has to provide adequate resources for implementation of the same during project initiation and facility management phase.

xliii. Adherence to agreed Service Level Parameters (SLA), periodic monitoring and reporting.

xliv. Development of standard operating procedures in adherence to OICL's security policies.

xlvi. In case the bidder has not anticipated any peripherals /equipment in their proposed support plan and these may be required for maintenance of the DLP and IRM solution, the selected bidder has to provide the required peripherals/equipment at no additional cost to OICL.

xlvii. Bidder should perform the data classification activity and interact with various business applications owners, and resources supporting the relevant business unit's information flow.

- xlvi. A review of infrastructure and security controls which are already in place in OICL Environment.
- xlvi. Bidder should define different process, policies, resources, technology, and interfaces.
- xlix. Identifying commonalities in critical information across multiple processes, and combined into higher level policy definitions.
 - i. Tagging of information asset with classification scheme.
 - ii. Identify the category of data protection required for identified sensitive data.
 - iii. Bidder will submit the data classification report to the top Management and seek approval from the relevant department.
 - liii. The existing system is having the ability to automatically protect documents at the endpoint with Seclore IRM policies by integrating with DLP discovery solution i.e. Files get automatically protected based on their classification or content as discovered by the DLP on the end-points. Protected Document/File at any stage are not able to travel outside the organization boundaries and is blocked. The existing DLP solution is implemented at all three layers of organisation boundaries i.e. network, end-point, and email. The bidder needs to provide additional Seclore manual protector licenses for securing emails (using outlook client) and documents that are being created at end-points, to allow the users to protect it.
 - liv. The existing IRM solution can be integrated with existing Document Management System (M/s Dell's Documentum) as well. The selected bidder will integrate the existing IRM solution from M/s Seclore with Documentum without any additional cost to OICL. In case any additional connector licenses are required the same can be quoted under appendix 2 "bill of material".
 - lv. The Bidder is required to locate all of the Sensitive data and classify it according to set process as and when required. OICL will assist the bidder in classifying the data based on criticality, however the primary responsibility for data classification lies with the bidder.
 - lvi. If there are any upgrades to the source systems, then it will be bidder's responsibility to ensure that appropriate integration and on-call/ on-line/onsite support in deployment is provided without affecting the normal course of business.
 - lvii. Closing of gaps identified during VA-PT activity carried out bi- annually. Further, involvement is mandatorily required from the selected bidder in mitigating the vulnerabilities reported in periodical audits and shall be taken care.

2.3 Annual Maintenance Contract and ATS

- I. The Bidder will be the single point of contact and responsible for Support Services, AMC, ATS, for all components, hardware, software, etc. While bidding for providing Support and Maintenance services.
- II. The bidder shall provide the highest level of support from OEM 24X7 during the entire contract period inclusive of any support related calls, DR Drills, repairs and replacement of spare parts without any extra payment.
- III. All hardware infrastructure need to be covered under three (3) years AMC support.
- IV. All software need to be covered under three (3) years of Annual technical Support (ATS).
- V. The bidder shall perform periodic preventive maintenance activities once in a quarter on all the equipment under AMC. The scope shall cover the periodic cleaning, health check-up, performance matrices and replacement of parts that are subject to wear and tear, including any abnormality issue in the device observed during preventive maintenance without any extra cost to OICL.
- VI. The bidder shall coordinate in advance with the concerned officers/ officials of the concerned site for the suitable day and time for such preventive maintenance.
- VII. Preventive Maintenance and support to the Hardware /Software shall include replacement of worn-out parts/sub-parts, health-checkup, checking diagnostic etc.
- VIII. The bidder shall install/integrate with all necessary security solutions/service management solutions and other authorized software rolled out by OICL as and when required. The bidder shall perform the integration without any extra cost to OICL.
- IX. The bidder shall replace the parts with original spares of the original brand/make/model. A working device/appliance/solution or peripheral will have to be provided by the vendor to facilitate temporary replacement.
- X. If the Operating System or additional copies of Operating System are required to be installed / reinstalled/ de-installed, the same shall be done at no additional cost during the period of contract.
- XI. Bidder shall maintain data regarding entitlement for software upgrades, enhancements, refreshes, replacements and maintenance
- XII. The bidder shall perform shifting of entire solution/devices within the identified/centralized locations of OICL as and when required.
- XIII. During the period of AMC, it will be mandatory on the part of the bidder to attend and resolve breakdown calls (if any) as per the parameters/ time-frame defined in the SLA Section 7 of this document. Breakdown penalty (if any) will be charged as per the terms defined in SLA section.
- XIV. The bidder shall be responsible to make all the existing setup work satisfactorily throughout the contract period and to hand over the systems in working condition to OICL after expiry of the contract. In case any damage is found after the expiry of contract period but arose during the valid contract period, the bidder is liable to rectify the same even after the expiry of the AMC period or contract period.
- XV. In the event of maintenance/ repair of any unit is to be carried out at any of the workshop or location outside OICL premises, the bidder shall make all arrangements for removal and transportation of equipment to such location and back to OICL location at their risk and cost and will hand over the systems in 100% working condition after repair/maintenance. A standby of same Make/ Model/ configuration or of higher configuration should be provided whenever such removal of installed equipment is taken away by bidder for repair/maintenance, failing which, penalty as per provisions of SLA will be applicable. If the existing equipment are to be replaced permanently due to the bidder's inability to provide spares or maintain the

equipment, the Bidder shall replace the equipment of same Make/ Model/configuration or of higher configuration. However, OICL may accept different make/model/ configuration at its discretion if the original make/model/ configurations are not available in the market due to obsolescence or technological up gradation.

- XVI. Agreed AMC charges will be paid quarterly in arrears after deduction of penalty (if any). Taxes will be applicable as per prevailing tax rules.
- XVII. The Bidder need to have back to back arrangements with the respective OEM/s for all AMC/ATS for the entire contract period, details of such arrangements should be provided to the OICL annually or on a mutually agreed period.
- XVIII. During the tenure of the Contract OICL at its discretion may choose to take over from the Bidder part or whole of the services being rendered by the Bidder. In such situation, the Bidder shall share all the necessary knowledge to the OICL or its appointed Vendor.
- XIX. Maintenance of the systems and repair /replace at the installed site, at no charge to OICL.
- XX. Reports related to hardware and software licenses must be provided to OICL.
- XXI. Hardware support is inclusive of consumables.
- XXII. During the AMC period, Bidder shall maintain the systems and repair / replace at the installed site, at no charge to OICL, all defective components that are brought to the Bidder's notice.

2.4 Facility Management

The existing vendor will arrange knowledge transfer sessions for the selected bidder and FM services will start once the selected bidder will provide go ahead for taking over the FM Services for above mentioned in coordination with OICL.

The Bidder is expected to develop a methodology for executing FM services for OICL based on the requirements.

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

- I. The Facility Management Services have to be provided for the tenure of the contract post successful taking over the FMS for DLP and IRM solution.
- II. Bidder shall deploy dedicated onsite resource in general shift from 9:00 AM to 6:00 PM for regular maintenance support of the systems for the entire duration of contract.
- III. The selected bidder shall deploy one L1 resource at OICL's Head Office, New Delhi.
- IV. Support Executives (L1) proposed should have at least 3 years of relevant experience in providing the Facility Services Management for DLP/IRM solutions.
- V. Project Manager proposed should have at least 5 years of relevant experience in program managing FM services for large enterprise's environment.
- VI. These resources should be support Executives/Engineers of L1/L2 level with ability to resolve any severity issues that may arise during the period.

VII. These Resources are responsible for but not limited to:

1. Installation, configuration, testing and managing for existing systems at both DC –DR sites.
2. Server Administration service to keep servers stable, reliable and their operation efficient.
3. Operating system customization and patching.
4. Monitoring proposed systems for key events, health and performance.
5. Ensuring proper configuration of server parameters, operating systems administration, hardening and tuning.
6. Manual intervention for the restore operations.
7. Regular monitoring and maintaining a log of the status of critical services, performance of servers including but not limited to monitoring of CPU, disk space, memory utilization, I/O utilization, etc.
8. Execution of various tasks and activities related to Disaster Recovery (DR) drill every three (3) months.
9. Coordinating activities with multiple vendors involved in the DR drill execution.
10. Providing day-to-day system administration support.
11. Providing services like request sorting, functional and non-functional information, ticket routing for support of DLP and IRM solutions.
12. Preventive Maintenance (which includes health, fitness check-up and cleanliness of the equipment) situated in DC and DR on quarterly basis.
13. Coordinating with other vendors for data center equipment like Storage, Network, Security, Backup etc.
14. Coordinating with any other third party application vendors for DLP and IRM related issues/queries.
15. Addressing Generic queries of end users related to solution.
16. User Management and Creation or modification of user profiles/policies.
17. Providing functional clarification / work around.
18. Generation of daily, weekly, monthly quarterly and annual performance reports on proposed system utilization, data backup and replication tasks; and highlights risks (if any) and improvement areas.
19. Ensuring latest patches are installed.
20. Performing failover of proposed Systems from DC to DR site in compliance with the RTO (2 Hours), RPO values (1 Hour) and timely failback to DC after restoration to normalcy during a disaster / planned quarterly DR drill. Co-ordination with application vendor and other vendors for data centre equipment like Storage, Backup and DR Management at the time of DR Drills.
21. Managing uptime of servers as per SLAs.
22. Quarterly preventive maintenance activities to be arranged along with reactive support as and when needed.
23. Creation and maintenance of User Accounts, Start / Stop service, OS debugging and recovery, maintenance of server logs, management of server disk space, addition or removal of Hardware or Software.
24. Connectivity of storage with servers and attaching LUNs.
25. Periodic mock restoration activity to ensure that backup is effective.
26. Perform server administration tasks, including user/group administration, security Permissions, group policies, print services, event log warnings and errors, and resource monitoring, ensuring system architecture components work together seamlessly.
27. Monitoring Data centre's Hardware and respond to hardware issues as they arise.
28. Handling day to day Health Check and maintenance activities like CPU, Memory and file system usage monitoring and raising SR to OEMs to take corrective actions in case of issues.
29. Ensure security through access controls, backups, and firewalls.

30. Implementing various OS related hardening configuration.
 31. Interact with various stakeholders to resolve the issues at the earliest.
 32. Creation of OS clusters for high availability.
 33. File system configuration, Storage configuration and Network configuration
 34. Closure of bi annual Vulnerability Assessment & Penetration Testing (VA-PT) observations, IRDAI observations, concurrent audit observations and evidence gathering, latest security patches etc.
- VIII. The bidder has to deploy sufficient no. of resources for smooth transition of FM services including KT sessions from existing FMS provider so that bidder can provide FM services from the sign-off date.
- IX. In case the resource goes on leave /absent/being replaced, OICL should be intimated prior and suitable replacements/backup should be arranged by the bidder to ensure that regular functioning of the offices/locations does not get hampered. Bidder has to provide the resumes of new resource, OICL may interview the proposed resource and confirm their acceptability. In any event if a resource is found unfit by OICL, bidder shall agree to change the same and provide OICL with a replacement within reasonable time so as to not affect the services/project timelines. The final decision on acceptability of resources resides with OICL only.
- X. Overall maintenance and working of the Solutions.
- XI. Bug fixing and delivery of patches/ version changes effected.
- XII. Creating knowledge repository for the bugs identified, resolution mechanism, version upgrade, future upgrade etc. of Application software, etc.
- XIII. Provision should be available for version control and restoring the old versions if required by OICL.
- XIV. Enhancement, modifications, customization, patches, upgrades due to statutory, regulatory, industry, changes till the SRS Sign off will be provided at no additional cost to OICL. During FM period, if due to any statutory and regulatory requirement, system requires any enhancement due to which there is major impact on sizing, then required procurement and delivery of hardware and software will be on mutually agreed terms and conditions. However, bidder has to provide all the services on CR basis to OICL.
- XV. Configuration changes, version up-gradations, performance monitoring, trouble-shooting, patch installation, running of batch processes, database tuning, replacement/support, technical support for application and data maintenance, recovery, query generation and management etc. of all software mentioned under the RFP.
- XVI. Bug fixing should be undertaken in the event of software failure causing an interruption of operation of the application as per the response/ resolution times defined by OICL. In case of any software/ hardware/ network failure, the solution should continue to function seamlessly.
- XVII. All the detected software errors must be notified and corrected, as per the agreed timelines.
- XVIII. Bidder, at least on a monthly basis, will inform OICL about any new updates/upgrades available for all software components of the solution along with a detailed action report. In case of critical security patches/alerts, the bidder shall inform about the same immediately along with his recommendations. The report shall contain bidder's recommendations on update/upgrade, benefits, impact analysis etc. The bidder shall need to execute updates/upgrades through formal change management process and update all documentations and Knowledge databases etc. For updates and upgrades, Bidder will carry it out at no additional cost to OICL by following defined process.
- XIX. Monthly report on problems identified and resolved would be submitted to OICL team along with the recommended resolution.

- XX. All planned or emergency changes to any component of the system shall be through the approved Change Management process. The Bidder needs to follow all such processes (based on industry ITSM framework). For any change, Bidder shall ensure:
- a. Detailed impact analysis
 - b. Change plan with Roll back plans
 - c. Appropriate communication on change required has taken place
 - d. Proper approvals have been received
 - e. Schedules have been adjusted to minimize impact on the production environment
 - f. All associated documentations are updated post stabilization of the change
 - g. Version control maintained for software changes. The bidder shall define the Software Change Management and Version control process. For any changes to the solution, Bidder has to prepare detailed documentation including proposed changes, impact to the system in terms of functional outcomes/additional features added to the system etc. Bidder shall ensure that software and hardware version control and configuration information for application software and any other system documentation is there for entire duration of Bidder's contract.
- XXI. Support OICL in integrating any new applications.
- XXII. Provide OICL with weekly hardware utilization/ performance monitoring reports and alert OICL in case of any performance issues by suggesting future capacity planning.
- XXIII. Conduct DR drills in conjunction with OICL's policies/procedures
- XXIV. Routing the transactions through backup system in case the primary system fails, Switching to the DR site in case of system failure
- XXV. Service records and calls to helpdesk must be maintained and tracked for support, which will be reviewed monthly by OICL.
- XXVI. Interact with various stakeholders to resolve the issues at the earliest.

2.5 Existing inventory /Setup

Table A: Hardware

SNo.	Make Model	Asset Description	Virtualized	Location	Quantity	Purpose	Serial Numbers
1	Dell-Power Edge R 540	Server	Yes	DC-BNG	1	DLP and IRM components as mentioned under section 2.1 "Scope of work"	9YG99R2
2	Dell-Power Edge R 540	Server	Yes	DC-MUM	2	DLP and IRM components as mentioned under section 2.1 "Scope of work"	9YFC9R2, 9Z5F9R2

**Servers are virtualized using Hyper-V*

Table B: Software

S.NO	OEM	Description	Quantity	Version
1	M/s Forcepoint	Forcepoint DLP Suite (IP Protection) : TRITON AP-DATA Gateway Plus TRITON AP-DATA Discover - Data Security- perpetual	14000	8.9.1
2	M/s Seclore	Seclore Policy Server Base	2	Perpetual
3		Protector/Redistributor	1	
4		ForcePoint DLP Connector	1	
5		Receiver	Unlimited	
6	M/s Microsoft	Microsoft®SQLCAL 2017 Sngl OLP 1License NoLevel UsrCAL (Part Code : 359-06557)	10	2017
7		Microsoft®SQLServerStandardEdition 2017 Sngl OLP 1License NoLevel (Part Code : 228-11135)	1	2017
8		Microsoft®WindowsServerSTDCORE 2016 Sngl OLP 2Licenses NoLevel CoreLic (Part Code: 9EM-00124)	16	2016
9		Microsoft®SQLCAL 2017 Sngl OLP 1License NoLevel UsrCAL (Part Code : 228-11135)	10	2017
10		Microsoft®WindowsServerSTDCORE 2016 Sngl OLP 2Licenses NoLevel CoreLic (Part Code: 9EM-00124)	16	2016

The above inventory of licenses was procured in earlier procurement as per then requirement for the organization whereas the current requirement has changed as mentioned below:

1. The bidder has to provide only 8500 licenses for DLP suite.
2. The Bidder has to provide rate card for Manual Protector Licenses for protecting emails and documents.
3. The current inventory for Microsoft licenses needs to re-assessed as per quantities mention in Pt No.1 and 2 above and bidder need to provide licenses accordingly.
4. The bidder has to re-assess the licenses requirement and present the same under their technical bid document. In case of any shortfall of software licenses; bidder is required to provide the same at no additional cost to the OICL.

2.6 Geographical Location

For the purpose of solution/equipment support for data centers, the location of different sites is as follows:

Site Name	City	State
Primary Data Centre (DC)	Mumbai	Maharashtra
Disaster Recovery Site (DRS)	Bangalore	Karnataka
OICL Offices across India		

Note: If OICL shifts any of the sites mentioned above (DC / DRS) to a new location, the successful bidder shall provide respective services from the new location.

3 Terms & Conditions

3.1 General

3.1.1 Definitions

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

3.1.2 Amendment to Bid Document

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

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

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

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

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

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

The Deputy General Manager
Information Technology 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 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.

3.1.9 Submission of Bids

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

3.1.10 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).

3.1.11 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.

3.1.12 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 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.

3.1.13 Payment Terms

The Bidder must accept the payment terms proposed by OICL. The financial 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.

Payment terms are as follows:

Item	Payment	Documents to be Submitted
FMS	25% of the Annual Charges at the end of each quarter or part thereof	Quarterly call reports, MIS Reports
AMC	25% of the Annual Charges at the end of each quarter	

3.1.14 Mode of Payment

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

3.1.15 Penalties and delays in Bidder's performance

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

3.1.16 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.
- The Bidder's representative/local office at New Delhi will be the contact point for OICL.
- OEM's Authorization Form – The Bidder should furnish a letter from original equipment manufacturer.

4 Terms of Reference ('ToR')

4.1 Contract Commitment

OICL intends that the contract, which is contemplated herein with the Bidder, shall be for a period of 3 years and extendable for one year on same Terms & Conditions and mutually agreed prices (solely at OICL's discretion).

4.2 Completeness of Project

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

4.3 Compliance

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

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

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

4.4 Assignment

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

4.5 Canvassing/Contacting

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

4.6 Indemnity

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

- a) Non-compliance of the Bidder with Laws / Governmental Requirements
- b) IP infringement
- c) Negligence and misconduct of the Bidder, its employees, and agents
- d) Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages.

4.7 Inspection of Records

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

4.8 Publicity

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

4.9 Solicitation of Employees

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

4.10 Information Ownership

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

4.11 Sensitive Information

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

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

4.12 Confidentiality

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

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

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

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

Nothing herein shall be construed as granting to either party any right or license under any copyrights, inventions, or patents now or hereafter owned or controlled by the other party.

The requirements of use and confidentiality set forth herein shall survive the expiration, termination or cancellation of this tender.

Nothing contained in this contract shall limit the Bidder from providing similar services to any third parties or reusing the skills, know-how, and experience gained by the employees in providing the services contemplated under this contract.

4.13 Force Majeure

The Bidder shall not be liable for forfeiture of his performance security and 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 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.

4.15 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.

4.16 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.

4.17 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.

4.18 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.

4.19 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)

4.20 Prices

The prices quoted (as mentioned in Appendix 1 –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.

4.21 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.

4.22 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.

4.23 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.

4.24 Cancellation of the contract & compensation

OICL reserves the right to cancel the contract placed on the selected Bidder 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

OICL reserves the right to cancel the AMC 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 AMC, OICL shall deduct payment on pro-rata basis for the unexpired period of the contract.

4.25 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.

4.26 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.

4.27 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.

4.28 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.

4.29 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.

4.30 Integrity Pact

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

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

The Integrity Pact envisages a panel of Independent External Monitors (IEMs) to review independently and objectively, whether and to what extent parties have complied with their obligation under the pact. The IEM has the right to access to all the project document. **Capt. ANOOP KUMAR SHARMA** and **Shri H.K DASH, IAS (Retd.)** shall be acting as the IEM for this contract/Tender. However, OICL at its sole discretion reserves the right to change/name another IEM, which shall be notified latter.

Contact Details:

Capt. ANOOP KUMAR SHARMA	SHRI H.K.DASH, IAS (Retd.)
2104 A, Oberoi Gardens, Thakur Village, Kandivili (East), Mumbai-400 1 Mobile No: 8291086676	House no. 289, Sector-8 Gandhinagar- 382007 Gujarat Mobile: 9825048286

Email ID: anoop21860@gmail.com

Email ID: hkdash184@hotmail.com

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 your use to and access of our Social Media platforms or entities purporting to represent OICL. Bidder specifically acknowledge that OICL shall not take any liability for content or the offensive, defamatory, or illegal conduct of any third party and that the risk of damage or harm arising from the preceding entirely rests with the bidder. The foregoing limitation of liability shall apply to the fullest extent that's permitted by law in the applicable jurisdiction.

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

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

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

5 Instruction to Bidders

5.1 Instructions for Online Bid Submission

- I. Bidders should comply to rules and regulations of GeM portal for submission of Bids online. **However, Bidder needs to submit the commercial bill of material i.e., Appendix 1: Bill of Material, Annexure 11:- NDA, Annexure 12 – Integrity Pact and Power of Attorney on stamp Paper in offline mode to OICL Head office in a sealed envelope.**
- II. The sealed envelope should be properly labeled with the company name, RFP number, date and duly signed and stamped. If Bidder did not submit the same, then Bidder will be disqualified.
- III. The Sealed envelope should reach OICL before or on the date and time of submission schedule as mentioned in the RFP.
- IV. Bidder needs to fill the bill of material properly and the total value in bill of material should match with the total value mentioned in the GEM Portal.
- V. 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.
- VI. If Bidder misses or forgets to quote rates of any line item, then it is assumed that Bidder will provide that service at zero cost to OICL during contract period.

5.2 Tender Bidding Methodology

Sealed Bid System.

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

1. Eligibility & Technical Bid

2. Commercial Bid

6 Bid Documents

6.1 Eligibility Bid Documents

- I. Compliance to Eligibility Criteria as per RFP Section 1.6 along with all relevant supporting documents
- II. Application Form for Eligibility Bid as per Annexure 1
- III. 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.
- IV. The corporate profile of the Bidder (printed corporate brochure is preferred).
- V. The profile of the Bidder (as per Annexure 9)
- VI. List of Bidder's support/service locations in India as per Annexure 8.
- VII. Bidder shall submit PAN number, GSTIN.
- VIII. 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.
- IX. The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Bidder
- X. Statement of No-Deviation (Annexure 7)
- XI. Integrity Pact (Annexure 11 on Stamp Paper)
- XII. NDA as per Annexure 10 on stamp paper
- XIII. MAF as per Annexure 13
- XIV. EMD of Rs.10,00,000 (Rs Ten Lakhs only) in the form of BG favoring 'The Oriental Insurance Company Limited' as per Annexure-5.

6.2 Technical Bid Documents

- I. 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.
- II. Detailed technical note covering the detailed scope of work.
- III. 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 1 – Bill of Material in the RFP.
- IV. Implementation plan & warranty support
- V. Support Plan
- VI. Transition Plan
- VII. Escalation matrix
- VIII. Undertaking from Bidder for providing authorized representatives of IRDAI the right to inspection, investigation, obtaining information (Annexure 14).

Note:

- I. 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.
- II. 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.
- III. 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.
- IV. 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.
- V. 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.
- VI. If OICL is not satisfied with the technical specifications of 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 1 – Bill of Material. The Commercial Bid should give all relevant price information and should not contradict the Pre-qualification and Technical Bid in any manner.

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

Evaluation Criteria

The competitive bids shall be submitted in two stages:

- ▶ Stage 1 – Eligibility cum Technical Evaluation
- ▶ Stage 2– Commercial Evaluation

6.4 Eligibility cum Technical Evaluation

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

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

S. No.	Evaluation Criteria	Maximum Marks	Minimum Marks	Minimum Passing Percentage
1.	Bidder Past Experience	200	150	75%
2.	Technical Presentation	100	75	75%
	Total	300	225	75%

Bidders scoring at least the minimum score in each section mentioned in the table above and an overall score of 225 marks or more will be declared technically qualified.

The bidders scoring less than 225 marks (cut-off score) out of 300 marks in the technical evaluation shall not be considered for further selection process and their offers will be dropped at this stage. Bidders should score minimum as mentioned in the above table.

In case none of the participating bidders qualify on technical criteria by reaching or exceeding the cut off score of 75%, 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. One project : 150 marks 2. Two projects: 175 marks 3. Three projects : 200 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.)	1. Understanding of OICL business Operating environment and scope – 20 Marks 2. Demonstration of organization capability for the proposed initiative – 20 Marks 3. Service Model demonstration -20 Marks 4. Demonstration of value proposition offered in the bid which shall enable the success of the project- 20 Marks 5. Detailed Solution Capability and approach -20 marks

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

6.5 Commercial Evaluation

The commercial bids for the technically qualified Bidders will be opened and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at OICL's discretion. The total cost of ownership for the purpose of evaluation shall be calculated over the contract period of 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 need to note that the Appendix-1 Bill of material with complete bifurcation of Price which is mentioned in GEM Portal (As a consolidated Price) needs to submit at OICL Office (address mentioned in RFP). This needs to be submitted with proper labelling, seal, signed and stamped.

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

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

Bidder needs to note that Amount (consolidated amount on GEM Portal) and the total of bifurcation mentioned in the Appendix-1 Bill of material has to be tally till 2 decimal places.

7 Service Level Agreement

The SLA specifies the expected levels of service to be provided by the Bidder to OICL. This expected level is also called the baseline. Any degradation in the performance of the solution and services is subject to levying penalties.

Payments to the Bidder are linked to the compliance with the SLA metrics. During the contract period, it is envisaged that there could be changes to the SLAs, in terms of addition, alteration or deletion of certain parameters, based on mutual consent of both the parties i.e. OICL and Bidder.

The Bidder shall monitor and maintain the stated service levels to provide quality service. Bidder to use automated tools to provide the SLA Reports. Bidder to provide access to OICL or its designated personnel to the tools used for SLA monitoring.

7.1.1 Definitions

1. "Availability" means the time for which the services and facilities are available for conducting operations on the AIC system including application and associated infrastructure.
Availability is defined as (%) = $\frac{(\text{Operation Hours} - \text{Downtime})}{(\text{Operation Hours})} * 100\%$
2. The business hours are 24*7 on any calendar day the OICL is operational.
3. All the infrastructure of Data Center, Disaster Recovery site, Offices/Branches will be supported on 24x7 basis.
4. The "Operation Hours" for a given time frame are calculated after deducting the planned downtime from "Operation Hours". The Operation Hours will be taken on 24x7 basis, for the purpose of meeting the Service Level requirements i.e. availability and performance measurements both.
5. "Downtime" is the actual duration for which the system was not able to service OICL or the Clients of OICL, due to System or Infrastructure failure as defined by OICL and agreed by the Bidder.
6. "Scheduled Maintenance Time" shall mean the time that the System is not in service due to a scheduled activity as defined in this SLA. The scheduled maintenance time would not be during business hours. Further, scheduled maintenance time is planned downtime with the prior permission of OICL
7. "Incident" refers to any event / abnormalities in the functioning of any of IT Equipment / Services that may lead to disruption in normal operations of the Data Centre, System or Application services.

7.1.2 Interpretation & General Instructions

1. Typical Resolution time will be applicable if systems are not available to the OICL's users.
2. The SLA parameters shall be monitored on a monthly basis as per the individual SLA parameter requirements. The Bidder is expected to provide the following service levels. In case the service levels defined in the tables below cannot be achieved, it shall result in a breach of contract and invoke the penalty clause.
3. A Service Level violation will occur if the Bidder fails to meet Minimum Service Levels on a monthly basis for a particular Service Level.
4. Quarterly SLAs would be analyzed. However, there would be month wise SLAs and all SLA targets have to be met on a monthly basis.
5. Overall Availability and Performance Measurements will be on a quarterly basis for the purpose of Service Level reporting. Month wise "Availability and Performance Report" will be provided by the

Bidder for every quarter in the OICL suggested format and a review shall be conducted based on this report. Availability and Performance Report provided to OICL shall contain the summary of all incidents reported and associated performance measurement for that period.

6. The primary intent of Penalties is to ensure that the system performs in accordance with the defined service levels. Penalties are not meant to be punitive or, conversely, a vehicle for cutting fees.

7.1.3 Service Level Criteria

Severity Definition during Live operations due to Infrastructure/Functional issues of the proposed solution, the SLA's will be applicable post go-live of DLP Solution at DC, DRS and other OICL Offices.

Description: Time taken to resolve the reported problem Severity is defined as:

Level	Function/Technologies
Severity 1	<ul style="list-style-type: none"> i Such class of errors will include problems, which prevent users from making operational use of solution. ii Security Incidents iii No work-around or manual process available iv Financial impact on OICL v Infrastructure related to providing solution to the OICL users comprising of but not limited to the following: <ul style="list-style-type: none"> a. Proposed Solution Tools / Application Servers b. Proposed Solution Database Servers / Appliance c. Proposed Solution servers/appliances d. Network components, if any proposed by the bidder
Severity 2	<ul style="list-style-type: none"> i Any incident which is not classified as "Severity 1" for which an acceptable workaround has been provided by the Bidder or; ii Any problem due to which the Severity 2 infrastructure of the proposed solution is not available to the OICL users or does not perform according to the defined performance and query processing parameters required as per the RFP or; iii Users face severe functional restrictions in the application irrespective of the cause. iv Key business infrastructure, systems and support services comprising of but not limited to the following: <ul style="list-style-type: none"> a) DLP solution Test & Development and Training Infrastructure and Application. b) Infrastructure for providing access of dashboards, scorecards, etc.
Severity 3	<ul style="list-style-type: none"> i Any incident which is not classified as "Severity 2" for which an acceptable workaround has been provided by the Bidder; ii Moderate functional restrictions in the application irrespective of the cause. Has a convenient and readily available workaround. iii No impact on processing of normal business activities iv Equipment/system/Applications issues and has no impact on the normal operations/day-to-day working. v All other residuary proposed solution Infrastructure not defined in "Severity 1" and "Severity 2"



During the term of the contract, the bidder will maintain the equipment in perfect working order and condition and for this purpose will provide the following repairs and maintenance services:

S.No	Level of uptime per month DLP Solution	Penalty Charges
1	99.50% and Above	NIL
2	99.00% and above but below 99.5%	1% of Support Cost which includes Total of Annual DLPATS Cost and Annual Facility Management Cost for DLP
3	98.00% and above but below 99.00%	5% of Support Cost which includes Total of Annual DLPATS Cost and Annual Facility Management Cost for DLP
4	97.00% and above but below 98.00%	10% of Support Cost which includes Total of Annual DLPATS Cost and Annual Facility Management Cost for DLP
5	97.00% below	No payment and OICL also reserve the right to terminate the contract.

- i Further if the number of downtime instances during a month exceeds 3 times, an additional 0.50% downtime will be reduced from uptime and the penalty will be calculated accordingly
- ii If a breach occurs even after a proper policy in DLP solution is in place, a penalty of Rs. 5,000/- per event will be deducted or the loss due to the breach whichever is higher.
- iii The right to levy the penalty is in addition to and without prejudice to other rights / remedies available to the OICL such as termination of contract, invoking performance guarantee and recovery of amount paid etc.

Penalty shall be charged for every non-conformance with the service response and resolution time table as specified below:

Issue Classification	For All Periods (Post Go-Live)		
	Response Time	Resolution Time	Penalty
Severity 1	30 minutes	6 hours	5% of the Monthly Payment
Severity 2	60 minutes	16 OICL Business Hours	2% of the monthly Payment
Severity 3	120 minutes	24 OICL Business Hours	1% of the Monthly Payment

The OICL reserves the right to recover the penalty from any payment to be made under this contract. The penalty would be deducted from the quarterly payouts and the cap on quarterly penalty will be 15% of the quarterly payout. The overall cap on penalty will be 10% of the total contract value.



S.No	SLA Parameter	Description	Penalty Charges
1	Hardware Peak utilization, whether at DC or at DRS (CPU, Memory, Hard Disk, NICs, I/O etc.) Target SLA: 100%	Measured as the occurrence of peak utilization of > 70% for a sustained period of more than 2 hours	For each occurrence of non-expected performance, 1% of Annual Maintenance/Support Cost for that period will be levied as penalty
S.No	SLA Parameter	Description	Penalty Charges
2	Disaster Recovery Site Availability (Target SLA: 100%)	Business operations to resume from Disaster Recovery Site as follows: Recovery time objective (RTO) = 2 hours	Penalty will be charged on the value of costs of hardware, software (at DC or DRS, as the case may be) delivered as of the point of time when the penalty

Performance measurements would be assessed through audits or reports, as appropriate to be provided by the Bidder e.g. utilization reports, response time measurements reports, etc. The tools to perform the audit will need to be provided by the Bidder. Audits will normally be done on regular basis or as required by Company and will be performed by Company or Company appointed third party

7.1.4 Exemption

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

- Execution of the disaster recovery plan/business continuity plan for an OICL declared disaster situation; and
- Any established inability of other third party vendor or service provider of OICL, to fulfill their requirements as per the contract.

8 Disclaimer

This RFP is being issued by OICL for inviting bids for Procurement of Annual Maintenance Contract and Facility Management Services for Data Loss Prevention Solution & IRM Solution at DC, DR. 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 Annexure

**This Page is
Intentionally
Left blank**



9.1 Annexure 1: Application form for Eligibility Bid

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

Application form for the Eligibility of the Bidder

Tender Ref. No. OICL/HO/ITD/DLP/2023/02 Dated 06/12/2023

Company Details

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

Turnover and Net worth

Financial Year	Turnover (Rs. in Crores)	Net worth

Name: _____

Designation: _____

Date: _____

Signature: _____

Company Seal



9.2 Annexure 2: Technical Experience Details and Reference Form

Tender Ref. No. OICL/HO/ITD/DLP/2023/02 Dated 06/12/2023

Please attach supporting credentials for each reference provided.

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

Signature: _____

Name: _____

Designation: _____

Date: _____

(Company Seal)



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, hardware and services should be provided by the Vendor viz., _____ and has accepted a bid by the Vendor for the supply of those hardware, software and services in the sum of _____ (Contract Price in Words and Figures) (hereinafter “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

RFP Document and corresponding Amendments (Reference No: **OICL/HO/ITD/DLP/2023/02 Dated 06/12/2023**)

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 _____

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

Signature _____
Name _____



Procurement of Annual Maintenance Contract and Facility Management Services for
Data Loss Prevention Solution & IRM Solution at DC and DR

Designation	_____	Designation	_____
Address	_____	Address	_____
Company	_____	Company	_____
Date	_____	Date	_____

Company Seal
Witness I

Company Seal
Witness II

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



9.4 Annexure 4: Query Format

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

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



9.5 Annexure 5: Pro forma for Bid Security

To: (Name of Purchaser)

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

KNOW ALL MEN by these presents that WE _____ having our registered office at _____ (hereinafter called "the Bank") are bound unto The Oriental Insurance Company Limited (hereinafter called "the Purchaser") in the sum of Rupees _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 202_.

The Conditions of this obligation are:

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

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

- i. fails or refuses to execute the Contract Form, if required; or
- ii. fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidder.

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

This guarantee will remain in force up to and including 180 days from the last date of submission of the Bid, and any demand in respect thereof should reach the Bank not later than the above date.

Dated this.....day of.....

Place:

Date:

Seal and signature of the vendor



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

Information Technology Department

The Oriental Insurance Company Limited

IT Dept, 2nd Floor, Head Office,

NBCC Office Complex, East Kidwai Nagar,

Office Block 4,

New Delhi- 110023

Reference: Tender Ref. No. OICL/HO/ITD/DLP/2023/02 Dated 06/12/2023

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/DLP/2023/02 Dated 06/12/2023

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/DLP/2023/02 Dated 06/12/2023

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

Name: _____

Designation: _____

Date: _____

Signature: _____

Company Seal



9.10 Annexure 10: Non-Disclosure Agreement

(On Rs.100 Non-Judicial stamp paper)

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

BY AND BETWEEN

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

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

AND

The Oriental Insurance Company Ltd, having its Corporate Office at NBCC Office Complex, East Kidwai Nagar, 2nd Floor, Office Block 4, New Delhi- 110023 (hereinafter referred to as "OICL" which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns) of the OTHER PART.

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

WHEREAS:

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

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

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

NOW, THEREFORE THIS AGREEMENT WITNESSED THAT in consideration of the above premises and the Oriental Insurance Company Ltd granting the Vendor and or his agents, representatives to have specific access to The Oriental Insurance Company Ltd property / information and other data it is hereby agreed by and between the parties hereto as follows:

1. Confidential Information:

(i) "Confidential Information" means and includes all information disclosed/furnished by The Oriental Insurance Company Ltd to the Vendor whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the Vendor to carry out the proposed Implementation assignment, and shall mean and include data, documents and information or any copy, abstract, extract, sample, note or module



thereof, explicitly designated as "Confidential"; Provided the oral information is set forth in writing and marked "Confidential" within seven (7) days of such oral disclosure.

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

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

- (a) is or subsequently becomes legally and publicly available without breach of this Agreement by either party,
- (b) was rightfully in the possession of the Vendor without any obligation of confidentiality prior to receiving it from The Oriental Insurance Company Ltd,
- (c) was rightfully obtained by the Vendor from a source other than The Oriental Insurance Company Ltd without any obligation of confidentiality,
- (d) was developed by for the Vendor independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or is/was disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Vendor shall, unless prohibited by law or regulation, promptly notify The Oriental Insurance Company Ltd of such order and afford The Oriental Insurance Company Ltd the opportunity to seek appropriate protective order relating to such disclosure.
- (e) the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality.
- (f) is released from confidentiality with the prior written consent of the other party.

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

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

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

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



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

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

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

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

4. Term: This Agreement shall be effective from the date hereof and shall survive the expiration, cancellation or termination of this Agreement.

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



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

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

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

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

7. Entire Agreement, Amendment and Assignment: This Agreement constitutes the entire agreement between the Parties relating to the matters discussed herein and supersedes any and all prior oral discussions and / or written correspondence or agreements between the Parties. This Agreement may be amended or modified only with the mutual written consent of the Parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

8. Governing Law: The provisions of this Agreement shall be governed by the laws of India and the competent court at Delhi shall have exclusive jurisdiction in relation thereto.

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

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

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



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

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

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

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

(_____)

(Designation)

For and on behalf of The Oriental Insurance Company Ltd

(_____)

(Designation)



9.11 Annexure 11: Integrity Pact

(On Rs.100 Non-Judicial stamp paper)

PRE-CONTRACT INTEGRITY PACT

General

This pre-bid pre contract Agreement (hereinafter called the integrity pact is made on day of the month of _____ 202_, between, on one hand, The Oriental Insurance Company Ltd, having its Corporate Office at NBCC Office Complex, East Kidwai Nagar, 2nd Floor, Office Block 4, New Delhi- 110023, acting through _____, _____ (hereinafter called the “BUYER” which expression shall mean and include, unless the context otherwise requires, his successors in office and assignees) of the first part and M/s _____ represented by Shri _____, authorized signatory of M/s ----- (hereinafter called the “BIDDER/SELLER” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the second part .

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

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

Now, THEREFORE,

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

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

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

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

1. Commitments of the BUYER

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

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



- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitment as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official (s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

3. Commitment of BIDDERS

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

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

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

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

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

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

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

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

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



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

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

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

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

4. Previous Transgression

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

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

5. Earnest money (security deposit)

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

- I. Bank draft or a pay order in favor of _____
- II. A confirmed guarantee by an Indian nationalized bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever the demand for payment by the BUYER shall be treated as conclusive proof of payment.
- III. Any other mode or through any other instrument (to be specified in the RFP).

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

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

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



6. Sanctions for violations

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

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

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

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

7. Fall Clause

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



to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

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

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

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

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

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

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

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

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

9. Facilitation of Investigation

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

10. Law and place of jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction shall be Delhi.

11. Other Legal Actions

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



12. **Validity**

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

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

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

14. The parties hereby sign this Integrity Pact at _____ on _____

Signed, Sealed and Delivered for "The Oriental Insurance Company Ltd." By it's constituted Authority	Signed, Sealed and Delivered for M/s _____ by it's constituted Authority
Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Address: _____	Address: _____
Company: _____	Company: _____
Date: _____	Date: _____
Company Seal	Company Seal
Witness I	Witness II
Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Address: _____	Address: _____
Company: _____	Company: _____
Date: _____	Date: _____



9.12 Annexure 12: Undertaking of Authenticity for Appliance and Equipment Supplies

RFP No: **OICL/HO/ITD/DLP /2023/02 Dated 06/12/2023**

Date:

To,

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

Dear Sir,

With reference to the RFP for Procurement of Annual Maintenance Contract and Facility Management Services for Data Loss Prevention Solution & IRM Solution will be supplied/quoted to you.

We hereby undertake that all the components/parts/assembly/software used shall be original new components/parts/assembly/software only, from respective OEMs of the products and that no refurbished/duplicate/second hand components/parts/ assembly / software are being used or shall be used.

We also undertake that in respect of hardware, software/solution/Operating system if asked for by you in the purchase order, the same shall be supplied along with the authorized license certificate (e.g. Product Keys on Certification of Authenticity) and also that it shall be sourced from the authorized source.

Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with above at the time of delivery or during installation, for the IT Hardware/Software already billed, we agree to take back the equipment, without demur, if already supplied and return the money if any paid to us by you in this regard.

Name: _____

Designation: _____

Date: _____

Signature: _____

Company Seal



9.13 Annexure 13: Manufacturers Authorization Format

(To be submitted on OEMs Letter Head)

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

RFP No: **OICL/HO/ITD/DLP/2023/02 DATED 06/12/2023**

Date:

To,

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

Subject: Manufacturers Authorization Form Tender Ref. No. OICL/HO/ITD/DLP/2023/02 Dated 06/12/2023

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

MAF should broadly cover the following:

- a. Registered office address of OEM
- b. Authorizing bidder to participate in the tender and negotiate and conclude the contract with OICL.
- c. Confirm extension of full warranty and guarantee as per the terms and conditions of the tender and the contract for the solution, products/equipment and services including extension of technical support and updates / upgrades if contracted by the bidder.
- d. Ensure all product upgrades including software upgrades and new product feature releases during the contract period.
- e. And also confirm that such Products as OICL may opt to purchase from the Supplier/Bidder, provided, that this option shall not relieve the Supplier/Bidder of any warranty obligations under the Contract.
- f. In the event of termination of production of such Products:
 - i. advance notification to OICL of the pending termination, in sufficient time to permit the OICL to procure needed requirements; and
 - ii. Following such termination, furnishing at no cost to OICL, the blueprints, design documents, operations manuals, standards and specifications of the Products, if requested.
- g. Should also confirm to undertake, that in case if the bidder is not able to maintain the solution to the satisfaction of the Company as per the functional and technical specification of the bid, will replace the bidder with another bidder to maintain the solution till the contract period in this bid at no extra cost to the company.

Yours faithfully,

(Authorized Signatory of Bidder)

Date:

(Company Seal)



9.14 Annexure 14: 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/DLP/2023/02 Dated 06/12/2023.**

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



9.15 Annexure 15: Undertaking for Land Border Sharing

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

RFP No: **OICL/HO/ITD/DLP/2023/02 DATED 06/12/2023**

Date:

To,

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

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



10 Appendix

10.1 Appendix 1: Bill of Material

Tender Ref. No: OICL/HO/ITD/DLP/2023/02 Dated 06/12/2023

Summary of Costs

#	Summary of Cost	Amount in INR
1	Table A	
2	Table B	
3	Table C	
	Total (Table A +Table B + Table C)	

Table A: AMC of Hardware and Software

Solutions	Qty	Table A –Hardware and Software AMC Cost (excluding taxes)			
		1st Year	2 nd Year	3 rd Year	Total Cost in INR
	Hardware				
Any Other, (Please specify)					
	Software				
Any Other, (Please specify)					
Total AMC Cost (A)					

Table B: Facility Management Services

Item	Qty	Table B – Facility Management Services (Excluding Taxes)			
		1st Year	2nd Year	3 rd Year	Total Cost in INR
Any other (Please Specify)					
Total FMS Cost (B)					



Table C: Optional Items

Item	Qty	Table C – Protector Licence (Excluding Taxes)			
		1st Year	2nd Year	3 rd Year	Total Amount in INR
Protector Licence **	1				
Any other (Please Specify)					
Total Cost (C)					

**Above quoted price will be paid on actuals i.e. Separate purchase orders will be issued OICL on actual basis.

**This is a rate card and rates mentioned in the above table will be applicable for the entire contract duration

Note:

1. All the prices of this document should flow correctly from the respective sheets.
2. The total cost should flow from the individual sheets within this Appendix.
3. Bidder should strictly follow the format given in Table.
4. 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.
5. The Bidder is responsible for all the arithmetic computation and price flows. OICL is not responsible for any errors.
6. Any items outside the scope of work which will be asked for from the selected agency will be paid on actuals, supported by invoice from third party.

Name: _____

Designation: _____

Date: _____

Signature: _____

Company Seal

-----End of Document-----