

# The Oriental Insurance Company Limited

Head Office, New Delhi



Request for Proposal

For

Selection of Agency for Conducting ISO 27001:2022 Certification Audit, Award of Certification, Training and Subsequent Surveillance Audits

(Tender Reference No.: OICL/HO/ITD/ISO-Cert/2023/02 Dated 12/07/2023)

## **Information Technology Department**

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

CIN- U66010DL1947GOI007158

<https://orientalinsurance.org.in>



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**Non-Refundable Tender Fee**

**Non-Transferable Receipt**

**To be filled by OICL Official**

<b>Tender Ref. No.</b>	<b>OICL/HO/ITD/ISO-Cert/2023/02 Dated 12/07/2023</b>
<b>Date of Issue</b>	
<b>Tender Issued to Bidder</b>	
<b>Draft No.</b>	
<b>Date</b>	
<b>Draft Amount</b>	
<b>Bank Name</b>	
<b>Name of OICL Official</b>	
<b>Designation of OICL Official</b>	
<b>Signature</b>	
<b>OICL Official</b>	<b>Bidder's Representative with Contact No. and Date</b>



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<b>OICL Official</b>	<b>Bidder's Representative with Contact No. and Date</b>



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**This tender document is not transferable.**

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

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

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

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## Purpose of this Document

The purpose of this Request for Proposal (hereafter referred to as “RFP”) is to define scope of work for the Bidder to conduct Information Security framework audit under ISO 27001:2022, assist in certification process, issuance of certificate, training and its subsequent surveillance audits for OICL’s 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
ATS	Annual Technical Support
Bidder	Single point appointed by OICL for this RFP
CVC	Central Vigilance Commission
DC	Data Centre
DRS/DRC/DR	Disaster Recovery Site
HO	Head Office
RO	Regional Office
DO / BO / SVC	Divisional Office / Branch Office / Service Centre
EC / MO	Extension Counter / Micro Office
INR	Indian Rupees
IP	Internet Protocol
IT	Information Technology
LAN	Local Area Network
Mbps	Million Bits per Second
MPLS	Multi-Protocol Label Switching
PO	Purchase Order
OEM	Original Equipment Manufacturer
OICL	The Oriental Insurance Company Limited
OS	Operating System
RFP	Request for Proposal
SOW	Scope of Work
T&C	Terms & Conditions
TCO	Total Cost of Ownership
TO	Technical Offer
ToR	Terms of Reference
UAT	User Acceptance Test
SME	Subject Matter Expert
VAPT	Vulnerability Assessment and Penetration Testing
SIEM	Security Information and Event Management
BFSI	Banking, Financial Institution and Insurance Company



## 1 Introduction

### 1.1 About the Company

The Oriental Insurance Company Limited (OICL), a public sector undertaking dealing in non-life insurance, is ahead of its peers in the industry in adopting Information Technology. OICL has been enjoying the highest rating from leading Indian Credit Rating agencies such as CRISIL and ICRA.

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

As on date, all offices of OICL are provisioned with dual active-active links using MPLS over RF, leased lines etc. Further, Roam connectivity is provided to BCs and Micro Offices. For more than a decade, OICL has leveraged information technology to serve its customers effectively. The company also has a presence in Nepal, Dubai and Kuwait.

Apart from the Core-Insurance application (INLIAS), OICL has various centralized applications like web portal, E-mail, Video Conferencing, HRMS, ECM 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 online bids from eligible bidders who have expertise in facilitating ISO 27001:2022 certification. 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 qualified bidder for the purpose obtaining ISO 27001:2022 certificate for OICL's Data center and Disaster Recovery site including certification audit, certificate issuance, surveillance audits and training for a period of 6 years.

### 1.4 Schedule of Events

General Details	
Department's Name	Information Technology Department
Scope of Work	ISO 27001:2022 certificate for OICL's Data center and Disaster Recovery site including certification audit, certificate issuance, surveillance audits and training for a period of 6 years
Tender Details	Request for proposal for selection of Agency for Conducting ISO 27001:2022 Certification Audit, Award of Certification, Training and Subsequent Surveillance Audits.
Tender Type	Open



General Details																	
Tender No.	OICL/HO/ITD/ISO-Cert/2023/02 Dated 12/07/2023																
Consortium	Not Allowed																
Download Tender Documents	Tender Document can be downloaded from OICL's website- <a href="https://orientalinsurance.org.in">https://orientalinsurance.org.in</a>																
Key Dates																	
Document Purchase Start Date	12.07.2023																
Document Purchase End Date and Time	02.08.2023, 3:00 PM																
Last Date and Time for receipt of pre-bid queries	14.07.2023, 3:00 PM																
Pre-Bid Meeting Date, Time and Location*	17.07.2023, 3:00 PM																
Last Date and Time for submission of Bids	02.08.2023, 3:00 PM																
Date and Time of Eligibility cum Technical Bid Opening	02.08.2023, 3:30 PM																
Presentation by Qualified Bidders	Will be communicated																
Opening of Commercial bid	Will be communicated																
Declaration of L1 Bidder	Will be communicated																
Payment Details																	
Tender Fees (INR)	<p>INR 5,000 (Rupees Five Thousand only) by crossed Demand Draft/Banker's Pay Order/ Online transfer in favour of "The Oriental Insurance Company Limited" payable at New Delhi. The RFP Document Price is non-refundable and inclusive of taxes.</p> <p>In case of Online transfer:</p> <table border="1"> <tr> <td>Name of Bank A/c (i.e., beneficiary)</td><td>The Oriental Insurance Company Limited</td></tr> <tr> <td>Name of the Bank</td><td>UCO Bank</td></tr> <tr> <td>Address of the Bank</td><td>4/2B, Asaf Ali Road Near Delite Cinema, New Delhi – 110002</td></tr> <tr> <td>Bank Branch Name</td><td>Asaf Ali Road</td></tr> <tr> <td>Account type</td><td>Current</td></tr> <tr> <td>Account No</td><td>01150200000009</td></tr> <tr> <td>IFSC Code</td><td>UCBA0000115</td></tr> <tr> <td>Nine-digit MICR Code No</td><td>110028003</td></tr> </table> <p><i>(Exempt for eligible entities (i.e., MSME/NSIC), as per Government of India Guidelines, subject to submission of the relevant certificate. Certificate shall be valid on the date of Bid Submission)</i></p>	Name of Bank A/c (i.e., beneficiary)	The Oriental Insurance Company Limited	Name of the Bank	UCO Bank	Address of the Bank	4/2B, Asaf Ali Road Near Delite Cinema, New Delhi – 110002	Bank Branch Name	Asaf Ali Road	Account type	Current	Account No	01150200000009	IFSC Code	UCBA0000115	Nine-digit MICR Code No	110028003
Name of Bank A/c (i.e., beneficiary)	The Oriental Insurance Company Limited																
Name of the Bank	UCO Bank																
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Bank Branch Name	Asaf Ali Road																
Account type	Current																
Account No	01150200000009																
IFSC Code	UCBA0000115																
Nine-digit MICR Code No	110028003																
EMD Amount (INR)	Bid Security Declaration as per format provided in Annexure 5 to be submitted																
Bid Validity	As per Tender Document																
Performance Bank Guarantee (For successful Bidder)	As per Tender Document																
Other Details																	
Mode of Tender	Online																
Contact details of e-Tender service provider	GeM Portal																



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

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

*\*The Pre-bid meeting will be held via video-conferencing and link for the same will be shared to Bidders on the day of meeting.*

1. OICL reserves the exclusive right to make any amendments / changes to or cancel any of the above actions or any other action related to this RFP.
2. If any of the above dates is declared a holiday for OICL, the next working date will be considered. OICL reserves the right to change the dates mentioned in the RFP.

### 1.5 Availability of tender document

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

**The Oriental Insurance Company Limited**  
**Information Technology Department,**  
**NBCC Office Complex, East Kidwai Nagar,**  
**2<sup>nd</sup> 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.**

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

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

### 1.6 Eligibility Criteria

#	Eligibility Criteria	Documents Required
1	The bidder should be a Government Organization/ PSU/ or a Public Limited Company/ Private Limited Company under companies act in India.	Certificate of Incorporation
2	The Bidder should have been in existence for a minimum period of Five years in India.	Certificate of Incorporation
3	The Bidder should have a minimum turnover of Rs. 5 crores per annum (not inclusive of the turnover of associate companies) in last three financial years	1. Audited Financial statements for the respective financial years and/or 2. Published Balance Sheet



#	Eligibility Criteria	Documents Required
	(2019-20, 2020-21, 2021-22 & 2022-23). *any last three audited results will be considered	and 3. CA Certificate
4	The Bidder should have a positive net worth in the last three financial years (2019-20, 2020-21, 2021-22 & 2022-23).  *any last three audited results will be considered	
5	Bidder must have valid ISO 9001: 2015 & ISO/IEC 27001:2013/ ISO 20001 certificates on the date of submission of bid	Copy of relevant certifications
6	The Bidder should not be blacklisted by any Government or PSU enterprise in India as on the date of the submission of bid.	Self-Declaration letter by Bidder authorized signatory.
7	The Bidder should hold a valid GST Number & PAN Card and should be registered with the appropriate authorities for all applicable statutory taxes/duties.	1. Copy of GST certificate to be submitted 2. Copy of PAN Card to be submitted
8	The bidder should be empanelled by CERT -In as Information/Cyber Security Organization as on date of bid submission.	Certificate of Empanelment with CERT –In
9	The bidder should have provided the similar services to at least 3 BFSI/Govt/PSU for ISO certification ISMS (27001:2013/2022) in last 5 years.	Credential Letter OR Copy of Purchase Order/ Contract copy along with Sign off/ completion letter
10	Bidder should have minimum 5 nos. of experienced resources on their permanent payroll with ISO 27001 Lead Auditor /Lead Implementer Certification. Out of 5 atleast 3 resources should have an experience of 3 years.	valid certifications for ISO 27001 for Lead Auditor / Lead Implementer, and undertaking letter in case of experience of resource for implementing ISMS
11	The Bidder should have minimum no. of 3 resources on their permanent payroll with any one of the following certifications. <ul style="list-style-type: none"><li>• CISA</li><li>• CISSP</li><li>• CISM</li></ul>	Valid certificates as a proof of each resource.

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

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

### 1.7 Project Timelines

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

#	Activity	Time Period for Completion
1	Commencement of Project and kick-off meeting	2 weeks from the date of issuance of purchase order
2	Gap assessment, Review the Preparedness of OICL for ISO 27001:2022 certification & assist in closure of gaps	8 weeks from the date of issuance of purchase order
3	Pre -certification Audit	12 weeks from the date of issuance of purchase order
4	Engaging certifying body on board & acquiring latest ISO 27001 (presently ISO 27001:2022) certification	16 weeks from the date of issuance of purchase order
5	Recertification Audit	3 months prior from the date of expiration of ISO 27001:2022 certificate
6	Training and Awareness	On quarterly basis
7	LA Training	Within 15 days on request of OICL
8	Subsequent Surveillance audits	Within 12 months from the date of certification or previous surveillance audit

### 1.8 Escalation Matrix

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

### 1.9 Contract Period

The term of the Contract shall be for a period of 6 years from the date of issuance of purchase order and further extendable for one year on same Terms & Conditions and mutually agreed prices.





## 2 Scope of Work

OICL invited bids from prospective bidders having proven past experience, competence, necessary technical and implementation experience with skilled auditors in the field of assessing and certifying organization as per information security framework ISO 27001:2022 standards.

Bidder must comply with OICL's Policies, Compliance & Audit Guidelines, IRDAI Guidelines, Govt. of India's Guidelines and Other Guidelines issued by any statutory body without any delay or extra cost and affecting the existing services.

The broad scope of work for services is defined in the following section.

OICL has full-fledged centralized systems at Primary Data Centre and Disaster Recovery Site and it intends to obtain latest ISO 27001 certification for its operations at DC and DR. For this OICL intends to appoint competent and qualified consultant for ISO 27001 Consultancy & Certification services (**Certificate should be from accredited agency from national accreditation board for certification bodies**).

OICL proposes to implement ISMS framework in accordance with the ISO 27001:2022 standard for our company at the following locations:

1. OICL Primary Data Center located at Bengaluru
2. OICL Disaster Recovery Data center located at Mumbai.

The successful bidder has to perform gap assessment and assist OICL in plugging those gaps. Subsequently the successful bidder will take certifying body on board in order to acquire or for issuance of latest ISO 27001 standard certification for OICL's DC and DR.

The selected bidder has to submit an all-inclusive proposal for consultancy services with the end goal of obtaining latest ISO 27001 standard certification for OICL.

### 2.1 General

- i. The main objective of the project would be to bring DC and DR operations under ISO 27001:2022 ISMS framework.
- ii. The selected Bidder has to provide services based on the latest ISO 27001 standards and IRDAI guidelines on cyber security for general insurance companies. The selected Bidder shall be required to independently arrive at approach and methodology, based on ISO 27001 standards, best practices and IRDAI guidelines, suitable for OICL. The approach and methodology will be approved by OICL.
- iii. Implementation of Information Security Management System (ISMS) Certification as per latest ISO 27001:2022 (ISMS) for DC located at Bengaluru and DR located at Mumbai.
- iv. The selected bidder / consultancy service provider has to provide consultancy and certification services as per latest ISO 27001 standard for ISMS framework. The selected bidder / consultancy service provider should consider the effort required (the resource and the equipment requirement if any) for completion of the same and provide the methodology and approach as per the latest ISO standards for ISMS. The approach and methodology will be approved by OICL.



- v. The selected Bidder will be responsible for carrying out exercise as per the broad objectives as outlined below:
  - a. A comprehensive risk assessment of the IT operations.
  - b. Development of risk management framework which would ensure that the IT risks are managed by OICL on an ongoing basis.
  - c. Develop risk assessment templates for the various Information System Assets for DC & DR to enable OICL to self-assess the risks at any point of time.
  - d. To arrange the ISO 27001 certification audit by the approved agencies.
  - e. To ensure that the OICL obtains ISO 27001 Certification for its DC & DR operations and maintains the same.
- vi. Review policy, processes and systems and procedures relevant to managing risk and improving information security to deliver results in accordance with the organization's overall policies and objectives.
- vii. Prepare guidelines, procedures and other subordinate documents. The Selected Bidder would have to revise or formulate new required documentation such as IT Security policy, Standard & guidelines, Procedures, subordinate documents, Baseline Security, secure configuration documents etc. The required documentation should also include the steps to be performed for ongoing ISO 27001 compliance.
- viii. Perform a gap analysis in order to assess and evaluate the controls to be implemented to achieve ISO 27001:2022 certification and accreditation.
- ix. Conduct risk assessment and develop/update risk mitigation & treatment plan.
- x. Perform internal audits and support/coordination during certification audit for ISO 27001:2022.
- xi. The selected Bidder has to perform the pre-certification audit on completion of the Gap remediation to ensure compliance as per ISO 27001 standards. The coverage needs to be comprehensive during this exercise as per the latest ISO 27001 requirement.
- xii. Prepare all the documentation required (like SOA) and enable the OICL to apply for ISO 27001:2022 certification process.
- xiii. Get the ISO 27001 Certification audit done through authorized certification agency and get the latest ISO 27001 certification for OICL.
- xiv. Post certification, the selected Bidder has to ensure ongoing compliance by OICL. The selected Bidder will perform risk assessment on half-yearly basis and perform ongoing risk assessment of any changes in the IT infrastructure assets.
- xv. The ongoing compliance will include ISO 27001 surveillance audit for next 2 years after the certification and recertification audit after 3 years by the authorized auditors. The same is required for next cycle of certification and surveillance audits thus covering a total period of 6 years. It is the



responsibility of the bidder to ensure that the surveillance audits are conducted within the permissible timelines as per ISO standards or the certification body requirements.

- xvi. Risk Assessment (RA) & Business Impact Analysis (BIA) should cover the following:
- Define and document the Risk Assessment Methodology for risk identification on contingency of business.
  - Conduct the detailed Risk Assessment across all business functions and processes covered under the scope of ISMS. Prepare and present the Risk Assessment report to OICL management/officials.
  - Define and document the Business Impact Analysis (BIA) approach. Prepare a detailed template that covers all the specific requirements of the ISO 27001:2022. The template for BIA will be reviewed against the above mentioned ISO standards requirements and will be used after approval from the OICL management/officials.
  - Identify the key business activities and contingency requirement by conducting BIA for all business functions and processes covered under the ISMS.
  - Risk Assessment (RA) and Business Impact Analysis (BIA) should be conducted on half-yearly basis.
- xvii. Engage External certification agency for ISO 27001:2022 (ISMS) certification. The selected bidder / consultancy service provider would have to provide assistance for engaging external certification agency for certification audit and extend support during Certification audit and get the ISO 27001 certification.
- xviii. The agreement with the selected bidder / consultancy service provider will be applicable for period of 6 years which includes the first ISMS (ISO 27001:2022) certification process, subsequent two surveillance audits for the certification and the renewal of certification in 4<sup>th</sup> year and 7<sup>th</sup> year.
- xix. Impart training up to 10 Officials for ISO 27001:2022 LA Certification and award the participation/pass Certificate to the participants. The training should be provided by third party agency (authorized agency) other than the selected bidder with experience in imparting training and certification courses in cyber security domain and the agency must be registered with NABCB (National Accreditation Board of Certification Bodies ). The bidder has to provide per candidate charges inclusive of training and certification cost under “commercial Bid” as per Appendix-1 and OICL may choose the no of employees on pro-rata basis.
- xx. Conducting ISO Awareness Sessions, Weekly flyers/mailers and monthly posters on information security.

## **2.2 Gap Assessment, Review the preparedness of OICL for ISO 27001:2022 certification & Pre-certification Audit:**

- Review the implementation of Information Security Management System (ISMS) framework in line with latest ISO 27001:2022 standard for OICL DC and DR.



- ii. Perform a gap analysis in order to assess and evaluate the controls to be implemented to achieve the latest ISO 27001:2022 certification and accreditation.
- iii. Review policy, processes, systems and procedures relevant to managing risk and improving information security to deliver results in accordance with the organization's overall policies and objectives.
- iv. The identified service provider is required to conduct the requisite assessments and provide assistance to OICL or their partners for closure of audit findings.
- v. The successful bidder has to provide consultancy services to OICL and their partners and update/develop documents which are required to acquire latest ISO 27001:2022 certification.
- vi. After performing aforementioned activities, the selected bidder has to carry out pre-certification audit & ensure compliance as per the latest ISO 27001 standards. The coverage needs to be comprehensive during this exercise as per the Latest ISO 27001 certification requirement.

#### **2.2.1 Deliverables:**

- i. An overarching plan with timelines for ISO 27001:2022 certification for DC and DR
- ii. Initial Gap assessment Report
- iii. Updated/Newly created documents as per ISO 27001:2022 standards.
- iv. Gap closure Report
- v. Risk Register
- vi. Risk Treatment Plan
- vii. Pre-Certification assessment Report
- viii. Management Presentation for aforementioned points

#### **2.3 ISO 27001:2022 Certification**

- i. After ensuring OICL's preparedness, the selected bidder will take a tier-I ISO 27001 certifying body on board.
- ii. The bidder has to prepare all the requisite documents like SOA etc. and apply for latest ISO 27001 certificate on behalf of OICL.
- iii. The selected bidder has to get the ISO 27001 Certification audit done through authorized certification agency.
- iv. Provide onsite consultancy support during ISO 27001 Certification audit.
- v. Finally, the selected bidder has to get Latest ISO 27001:2022 certificate for OICL.

#### **2.3.1 Deliverables:**

- i. SOA Document



ii. Audit Report

iii. Latest ISO 27001:2022 Certificate

## 2.4 Maintenance of ISO 27001:2022 Certificate

- i. Post certification, the selected Bidder has to ensure ongoing compliance and has to perform risk assessment on half yearly basis.
- ii. The ongoing compliance will include ISO 27001 surveillance audit for next 2 years after the certification and recertification audit after 3 years by the authorized auditors in 4<sup>th</sup> year and 7<sup>th</sup> year.
- iii. The selected bidder has to provide all the requisite services for maintenance of ISO 27001 certificate for a period of 6 years (3+3) which will broadly include following points:
  - a) Maintenance of Asset & Risk Registers on quarterly basis
  - b) Maintenance of ISO documents on half yearly basis
  - c) Conduct of Risk Assessment and Risk Treatment on half yearly basis.
  - d) Collection and Maintenance of Security Metrics on quarterly basis.
  - e) Conduct of Internal audits as per the latest ISO 27001:2022 standards on yearly basis.
  - f) Any other document/requirement as per the latest ISO 27001:2022
- iv. Impart ISO 27001:2022 awareness sessions – Two sessions on yearly basis each at DC Bengaluru, DR Mumbai and Head office New Delhi.
- v. The selected bidder shall provide Mailers on weekly basis & Posters on monthly basis for raising awareness.

### 2.4.1 Deliverables

- i. Asset & Risk Registers
- ii. Risk assessment report
- iii. Risk Treatment Report
- iv. Internal Audit Report
- v. Awareness session presentation

## 2.5 Geographical Location

For the purpose of implementation and maintenance, the location of different sites is as follows:

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



Note: If OICL shifts any of the sites to a new location, the successful Bidder shall provide respective services from the new location including end to end project scope covered under the RFP at no additional cost to OICL.

### **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,  
2<sup>nd</sup> 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 OICLs 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/Services 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 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 commercial bid submitted by the Bidder must be in conformity with the payment terms proposed by OICL. Any deviation from the proposed payment terms would not be accepted. OICL shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of OICL.

If any of the items / activities as mentioned in the price bid is not taken up by OICL during the course of the assignment, OICL will not pay the fees quoted by the Bidder in the price bid against such activity / item.





Payment terms are as follows:

#	Items	Milestone	Percentage
1	Gap assessment, Review the Preparedness of OICL for ISO 27001:2022 certification, assistance in closure of gaps & Pre-Certification Audit	Gap Assessment, Review the Preparedness of OICL for ISO 27001:2022 certification	30%
		closure of gaps & Pre-Certification Audit	30%
		Completion of Pre-Certification Audit	40%
2	Certification cost with 1 year maintenance including external certifying body fees	On-boarding of certifying body/agency	40%
		Issuance of ISO Certificate	60%
3	Maintenance cost of certification for 2 <sup>nd</sup> year including external certifying body fees, if any	On completion of 1 <sup>st</sup> Surveillance audit	100%
4	Maintenance cost of certification for 3 <sup>rd</sup> year including external certifying body fees, if any	On completion of 2 <sup>nd</sup> Surveillance audit	100%
5	Re-Certification cost with 1 year maintenance for 4 <sup>th</sup> year including external certifying body fees	Issuance of renewed ISO Certificate	100%
6	Maintenance cost of certification for 5 <sup>th</sup> year including external certifying body fees, if any	On completion of 3 <sup>rd</sup> Surveillance audit	100%
7	Maintenance cost of certification for 6 <sup>th</sup> year including external certifying body fees, if any	On completion of 4 <sup>th</sup> Surveillance audit	100%
8	Re-Certification cost for 7 <sup>th</sup> year including external certifying body fees	Issuance of renewed ISO Certificate	100%
9	Impart ISO 27001:2022 LA Training to OICL Officials	On completion of LA training	60%
		Issuance of certificates	40%
10	ISO Awareness Session, Weekly flyers/mailers and monthly posters	Quarterly in arrears	
11	Other Costs (if any)	In arrears post Completion of respective services	

#### 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 services for which the Bidder is responsible are not completed within the above mentioned benchmarked period as under section 1.7 "project timelines" or any other extended period (in writing) by OICL then penalty would be imposed at the rate of INR 5000/- for every week of delay.

#### 3.1.16 Currency of Payments

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



### 3.2 Other RFP Requirements

- a. The Head Office of OICL is floating this RFP. However, the Bidder getting the contract shall provide services, procured through this RFP, at OICL's DC and DRS or at such centers as OICL may deem fit and the changes, if any, in the locations will be intimated to the Bidder.
- b. Technical Inspection and Performance Evaluation - OICL may choose to carry out a technical inspection/audit and performance evaluation of products/services offered by the Bidder. The Bidder would permit OICL, or any person / persons appointed by OICL to observe the technical and performance evaluation / benchmarks carried out by the Bidder. Any expenses (performing the benchmark, travel, stay, etc.) incurred for the same would be borne by the Bidder and under no circumstances the same would be reimbursed to the Bidder by OICL.
- c. The Bidder's representative/local office at New Delhi will be the contact point for OICL. The delivery status of equipment/part should be reported on a weekly basis.

## 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 6 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 or termination for default, if and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of OICL either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, pandemic, quarantine restrictions and freight embargoes.

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

#### **4.14 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 – Commercial Bill of Material submitted by the Bidder) for the solution and services shall be firm throughout the period of contract and shall not be subject to any escalation.

#### **4.21 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 and recover expenditure incurred by the Company in the following circumstances:

- i. The selected Bidder commits a breach of any of the terms and conditions of the bid.
- ii. The selected Bidder goes in to liquidation voluntarily or otherwise.
- iii. The progress made by the selected Bidder is found to be unsatisfactory



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

In case the selected Bidder fails to deliver the service commitment as stipulated in the delivery schedule, OICL reserves the right to procure the same or similar services 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.

#### **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 11.

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:

<b>Capt. ANOOP KUMAR SHARMA</b>	<b>SHRI H.K.DASH, IAS (Retd.)</b>
2104 A, Oberoi Gardens, Thakur Village, Kandivili (East), Mumbai-400 1 Mobile No: 8291086676 Email ID: anoop21860@gmail.com	House no. 289, Sector-8 Gandhinagar- 382007 Gujarat Mobile: 9825048286 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, stock 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 10:- NDA, Annexure 11 – 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 contact period.

#### 5.2 Tender Bidding Methodology

##### Sealed Bid System.

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

1. Eligibility & Technical Bid
2. Commercial Bid



### 5.3 Bid Security

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

“It is reiterated that notwithstanding anything contained in Rule 171 of GFRs 2017 or any other Rule or any provision contained in the Procurement Manuals, no provisions regarding Bid Security should be kept in the Bid Documents in future and only provision for Bid Security Declaration should be kept in the Bid Documents.” Hence, in conformance to the above, Bidders are to submit Bid Security Declaration as per format provided in Annexure 5.

## 6 Bid Documents

### 6.1 Eligibility Bid Documents

- 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 8)
- VI. Bidder shall submit PAN number, GSTIN.
- VII. 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.
- VIII. The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.
- IX. Statement of No-Deviation (Annexure 7).
- X. Integrity Pact (Annexure 11 on Stamp Paper).
- XI. Bid Security Declaration as per Annexure 5.
- XII. NDA as per Annexure 10 on stamp paper.

### 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. Annexure 12- Undertaking for Land Border Sharing
- V. Support Plan
- VI. User Training Plan
- VII. Escalation matrix
- VIII. Undertaking from Bidder for providing authorized representatives of IRDAI the right to inspection, investigation, obtaining information (Annexure 9).



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

### 6.3 Commercial Bid Documents

Commercial Bid should contain Appendix 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.	Past Experience	100	75	75%
2.	Technical Presentation	100	75	75%
	<b>Total</b>	<b>200</b>	<b>150</b>	<b>75%</b>

Bidders scoring at least the minimum score in each section mentioned in the table above and an overall score of 150 marks or more will be declared technically qualified.



The bidders scoring less than 150 marks (cut-off score) out of 200 marks in the technical evaluation shall not be considered for further selection process and their offers will be dropped at this stage. 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:

S.No.	Technical Evaluation	Evaluation Methodology
1	Bidder's Past Experience: The bidder should have provided the similar services to at least 3 BFSI/PSU/Govt for ISO certification ISMS (27001:2013/2022) in last 5 years. <b>Max. Marks- 100 marks</b>	1. Above 5 clients : 100 Marks 2. 5 clients : 95 Marks 3. 4 clients : 85 Marks 4. 3 Clients : 75 Marks
2	Technical Presentation <b>Max. Marks- 100 marks</b>	All eligible bidders will be required to make presentations. OICL will schedule presentations and the time and location will be communicated to the bidders. Failure of a bidder to complete a scheduled presentation to OICL may result in rejection of the proposal.  Marks will be scored on the following points: 1. Overall understanding of Scope & Requirements 2. Demonstration of organization's capability for the proposed initiative 3. Service Model Demonstration 4. Demonstration of value proposition offered in the bid which shall enable the success of the project 5. Detailed Solution Capability and Implementation approach 6. Ability to respond to OICL's queries

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

## 6.5 Commercial Evaluation

The commercial bids for the technically qualified Bidders will be opened and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at OICL's discretion. The total cost of ownership for the purpose of evaluation shall be calculated over the contract period of Six (6) 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, sign 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 tallied.

## **7 Disclaimer**

This RFP is being issued by OICL for inviting bids for obtaining ISO 27001:2022 certificate for OICL's Data center and Disaster Recovery site including certification audit, certificate issuance, surveillance audits and training for a period of 6 years. 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.



## **8 Annexure**

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## 8.1 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,  
2<sup>nd</sup> Floor, Office Block 4,  
New Delhi- 110023

### Application form for the Eligibility of the Bidder

Tender Ref. No. OICL/HO/ITD/ISO-Cert/2023/02 Dated 12/07/2023

#### Company Details

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

#### Turnover and Net worth

Financial Year	Turnover (Rs. in Crores)	Net worth

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Company Seal



## 8.2 Annexure 2: Technical Experience Details and Reference Form

**Tender Ref. No. OICL/HO/ITD/ISO-Cert/2023/02 Dated 12/07/2023**

Please attach supporting credentials for each reference provided.

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

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

(Company Seal)



### 8.3 Annexure 3: Contract Form

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

WHEREAS the Purchaser is desirous that services should be provided by the Vendor viz., \_\_\_\_\_ and has accepted a bid by the Vendor for the supply of 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/ISO-Cert/2023/02 Dated 12/07/2023**)

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 services, which shall be supplied/ provided by the Vendor, are as under:**

**Total Value in words:** \_\_\_\_\_

**Total Value:** \_\_\_\_\_

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



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

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Address \_\_\_\_\_  
Company \_\_\_\_\_  
Date \_\_\_\_\_

**Company Seal  
Witness I**

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Address \_\_\_\_\_  
Company \_\_\_\_\_  
Date \_\_\_\_\_

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

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Address \_\_\_\_\_  
Company \_\_\_\_\_  
Date \_\_\_\_\_

**Company Seal  
Witness II**

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Address \_\_\_\_\_  
Company \_\_\_\_\_  
Date \_\_\_\_\_



#### 8.4 Annexure 4: Query Format

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

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



## 8.5 Annexure 5: Bid Security Declaration

To

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

Sir,

**Reg: Tender Ref No: OICL/HO/ITD/ISO-Cert/2023/02 Dated 12/07/2023**

I/We, the undersigned, declare that:

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

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

- a. have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b. having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

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

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Company Seal



## 8.6 Annexure 6: Pro forma for Performance Security

To: (Name of Purchaser)

WHEREAS..... (Name of Supplier) (Hereinafter called "the Supplier")  
has undertaken, in pursuance of Contract No..... dated..... 2023  
to..... (Description Services) (Hereinafter called  
"the Contract").

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

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

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

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

Signature and Seal of Guarantors (Supplier's Bank)

.....

Date.....

Address.....

.....



## 8.7 Annexure 7: Statement of No Deviation

To

The Deputy General Manager

Information Technology Department

The Oriental Insurance Company Limited

IT Dept, 2<sup>nd</sup> Floor, Head Office,

NBCC Office Complex Block 4, East Kidwai Nagar,

New Delhi- 110023

**Reference: Tender Ref No: OICL/HO/ITD/ISO-Cert/2023/02 Dated 12/07/2023**

Sir,

There are no deviations (null deviations) from the RFP Requirements and Terms & Conditions of the tender.

All the RFP Requirements and terms & conditions of the tender are acceptable to us.

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Company Seal





## 8.8 Annexure 8: Bidder Profile

**Tender Ref. No. OICL/HO/ITD/ISO-Cert/2023/02 Dated 12/07/2023**

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 (2020-21)	
11.	Name of the Authorized Signatory	

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Company Seal



## 8.9 Annexure 9: 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 Block 4, East Kidwai Nagar,  
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/ISO-Cert/2023/02 Dated 12/07/2023**

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

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

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Company Seal



## 8.10 Annexure 10: Non-Disclosure Agreement

(On Rs.100 Non-Judicial stamp paper)

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

BY AND BETWEEN

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

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

AND

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

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

WHEREAS:

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

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

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

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

1. Confidential Information:

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



mean and include data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential"; Provided the oral information is set forth in writing and marked "Confidential" within seven (7) days of such oral disclosure.

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

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

(a) is or subsequently becomes legally and publicly available without breach of this Agreement by either party,

(b) was rightfully in the possession of the Vendor without any obligation of confidentiality prior to receiving it from The Oriental Insurance Company Ltd,

(c) was rightfully obtained by the Vendor from a source other than The Oriental Insurance Company Ltd without any obligation of confidentiality,

(d) was developed by for the Vendor independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or is/was disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Vendor shall, unless prohibited by law or regulation, promptly notify The Oriental Insurance Company Ltd of such order and afford The Oriental Insurance Company Ltd the opportunity to seek appropriate protective order relating to such disclosure.

(e) the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality.

(f) is released from confidentiality with the prior written consent of the other party.

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

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

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

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

2. Non-disclosure: The Vendor shall not commercially use or disclose any Confidential Information, or any materials derived there from to any other person or entity other than persons in the direct employment of



the Vendor who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Vendor shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. That a copy of the agreement shall also be given to OICL. The Vendor may disclose Confidential Information to others only if the Vendor has executed a Non-Disclosure Agreement with the other party to whom it is disclosed that contains terms and conditions that are no less restrictive than these presents and the Vendor agrees to notify The Oriental Insurance Company Ltd immediately if it learns of any use or disclosure of the Confidential Information in violation of terms of this Agreement.

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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



Company Ltd from subsequently enforcing any of the subsequent breach or default by the Vendor under any of the provisions of this Agreement.

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

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

(\_\_\_\_\_)

(Designation)

For and on behalf of The Oriental Insurance Company Ltd

(\_\_\_\_\_)

(Designation)



## 8.11 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 \_\_\_\_\_ 2023, between, on one hand, The Oriental Insurance Company Ltd, having its headquartered and Corporate Office at NBCC Office Complex, East Kidwai Nagar, 2<sup>nd</sup> 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 activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

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

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

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

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

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

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

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

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

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to other, any information provided by the BUYER as part of the business deal, relationship regarding plans, technical



proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

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

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

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

#### **4. Previous Transgression**

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

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

#### **5. Earnest money (security deposit)**

5.1 While submitting commercial bid, the BIDDER shall submit a declaration as per format mentioned in the RFP for Earnest money/security.

5.2 The declaration against Earnest money / Security deposit shall be valid for the contract period or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

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

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

#### **6. Sanctions for violations**

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

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceeding with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit /Performance bond (after the contract is signed shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason, therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.



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

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

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

## **7. Fall Clause**

The BIDDER undertakes that it shall not supply similar Product / systems or subsystems/ Services 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/ Services 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 consultation 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 \_\_\_\_\_



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



## 8.12 Annexure 12: Undertaking for Land Border Sharing

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

RFP No: **OICL/HO/ITD/ISO-Cert/2023/02**

Date:

To,

The Deputy General Manager  
Information Technology Department  
The Oriental Insurance Company Limited 2<sup>nd</sup> Floor,  
NBCC Office Complex Block 4, East Kidwai Nagar,  
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 23<sup>rd</sup> July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/ procurement of goods and services, of any Bidder from a country which shares a land border with India and/ or sub-contracting to contractors from such countries.

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

Strike off whichever is not applicable

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

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

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



contractor is registered with the Competent Authority. I hereby certify that our sub-contractor fulfils all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority]”

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

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

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Company Seal





## 9 Appendix

### 9.1 Appendix 1: Commercial Bill of Material

**Tender Ref No: RFP No: OICL/HO/ITD/ISO-Cert/2023/02 Dated 12/07/2023**

#	Items	Amount in INR without TAX
1	Gap assessment, Review the Preparedness of OICL for ISO 27001:2022 certification, assistance in closure of gaps & Pre-Certification Audit	
2	Certification cost with 1 year maintenance including external certifying body fees	
3	Maintenance cost of certification for 2 <sup>nd</sup> year including external certifying body fees and surveillance audit, if any	
4	Maintenance cost of certification for 3 <sup>rd</sup> year including external certifying body fees and surveillance audit, if any	
5	Re-Certification cost with 1 year maintenance for 4 <sup>th</sup> year including external certifying body fees	
6	Maintenance cost of certification for 5 <sup>th</sup> year including external certifying body fees and surveillance audit, if any	
7	Maintenance cost of certification for 6 <sup>th</sup> year including external certifying body fees and surveillance audit, if any	
8	Re-Certification cost for 7 <sup>th</sup> year including external certifying body fees	
9	Impart ISO 27001:2022 LA Training to OICL Officials	
10	ISO Awareness Session, Weekly flyers/mailers and monthly posters	
11	Other Costs (if any)	
	<b>Total</b>	

**Note:**

1. The total cost should flow from the individual sheets within this Appendix.
2. Bidder should strictly follow the format given in Table.
3. 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.
4. The Bidder is responsible for all the arithmetic computation and price flows. OICL is not responsible for any errors.
5. 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 -----