

The Oriental Insurance Company Limited

Head Office, New Delhi



Request for Proposal

For

Supply, Installation, Integration, Implementation, Migration and Maintenance
of Blade Servers

(Tender Reference No.: OICL/HO/ITD/SERVER/2022/02 Dated 25.04.2022)

Information Technology Department

The Oriental Insurance Company Limited
2nd Floor, Oriental House,
A-25/27, Asaf Ali Road,
New Delhi- 110002

CIN- U66010DL1947GOI007158
www.orientalinsurance.org.in



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Non-Refundable Tender Fee

Non-Transferable Receipt

To be filled by OICL Official

Tender Ref. No.	OICL/HO/ITD/SERVER/2022/02 Dated 25/04/2022
Date of Issue	
Tender Issued to Bidder	
Draft No.	
Date	
Draft Amount	
Bank Name	
Name of OICL Official	
Designation of OICL Official	
Signature	
OICL Official	Bidder's Representative with Contact No. and Date



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This tender document is not transferable.

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

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

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

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Purpose of this Document

The purpose of this Request for Proposal (hereafter referred to as “RFP”) is to define scope of work for the Bidder for Supply, Installation, Migration and Maintenance of Blade Servers. Bidder also needs migrate existing server profiles to new blades servers and provide assistance to existing application owners for moving applications to new infrastructure.

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 etc. hosted at its Data Centers at Bengaluru and Navi Mumbai. These Data Centers are equipped with Rack Mounted Servers, Blade Servers, Enterprise Class Storage systems, Tape Libraries, SAN Switches, Backup Solution and other related tools and solutions.

The company has sold more than 10 million new policies in the year 2020-21. The Company has more than 100 General Insurance products to cater to the varied insurance needs of its customers. It also has a strong workforce of about employees and over 35,000 agents. The Company has a web portal www.orientalinsurance.org.in for use of its customers and agents with a provision for premium calculator, payment gateway and online issue/ renewal of policies.

1.2 Notice Inviting Bids

The Deputy General Manager (IT) invites online bids from eligible bidders for Supply, Installation, Migration and Maintenance of blade servers. The bidder also needs to migrate existing server profiles to new blade servers and provide assistance to existing application owners for moving applications to new infrastructure at DC and DRS.

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 bidder for Supply, Installation, Migration and Maintenance of blade server. The bidder also needs to migrate existing server profiles to new blade servers and provide assistance to existing application owners for moving applications to new infrastructure at DC and DRS.

Currently OICL is using CISCO UCS 5108 chassis (End-of-life not declared), Fabric interconnect 6224 (End-of-Life: 31st May 2024) and CISCO Blade Server B200-M3 (already End-of-Life on 31st Dec 2021). With OS Windows 2012 R2 standard Edition.



The prospective bidders have to choose only one option out of the two as described below:

1. The bidder may utilize existing chassis and populate blade servers as per the technical specifications defined for **Blade Servers** as per Appendix-1. The bidder has the option to replace Fabric Interconnect (FI) on day-1 itself or during the contract period, but bidder has to ensure that both chassis and Fabric Interconnect (FI) should not be out of support by OEM at any point of time during the contract period. The last date of support available from OEM for fabric interconnect (FI) is 31st May 2024.
2. The bidder may supply new chassis along with blade servers as per technical specifications defined for **Blade Server, Chassis and Converged Switch** as per Appendix-1.

In the view of exercising only one option out of the two, the bidder has to ensure 100 percent compliance towards scope of work and other requirements as mentioned in subsequent sections of this RFP.

OICL intends that the contract, which is contemplated herein with the Bidder, the bidder should undertake AMC of these equipment for a period of 3 years after expiry of 3 years warranty.

1.4 Schedule of Events

General Details	
Department's Name	Information Technology Department
Scope of Work	Supply, Installation, Migration and Maintenance of blade Servers.
Tender Details	Request for proposal for Supply, Installation, Integration, Implementation, Migration and Maintenance of Blade Servers
Tender Type	Open
Tender No.	OICL/HO/ITD/SERVER/2022/02 Dated 25/04/2022
Consortium	Not Allowed
Download Tender Documents	Document to be purchased from Information Technology Department, The Oriental Insurance Company Limited, Asaf Ali Road, Delhi-110002
Key Dates	
Document Purchase Start Date	25/04/2022
Document Purchase End Date and Time	27/05/2022, 3:00 PM
Last Date and Time for receipt of pre-bid queries	02/05/2022, 3:00 PM
Pre-Bid Meeting Date, Time and Location*	04/05/2022, 3:00 PM
Last Date and Time for submission of Bids	27/05/2022, 3:00 PM
Date and Time of Eligibility cum Technical Bid Opening	27/05/2022, 3:30 PM
Presentation by Qualified Bidders	Will be communicated
Opening of Commercial bid	Will be communicated
Declaration of L1 Bidder	Will be communicated



General Details																	
Payment Details																	
Tender Fees (INR)	<p>INR 10,000 (Rupees Ten 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><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>(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)</p>	Name of Bank A/c (i.e., beneficiary)	The Oriental Insurance Company Limited	Name of the Bank	UCO Bank	Address of the Bank	4/2B, Asaf Ali Road Near Delite Cinema, New Delhi – 110002	Bank Branch Name	Asaf Ali Road	Account type	Current	Account No	01150200000009	IFSC Code	UCBA0000115	Nine-digit MICR Code No	110028003
Name of Bank A/c (i.e., beneficiary)	The Oriental Insurance Company Limited																
Name of the Bank	UCO Bank																
Address of the Bank	4/2B, Asaf Ali Road Near Delite Cinema, New Delhi – 110002																
Bank Branch Name	Asaf Ali Road																
Account type	Current																
Account No	01150200000009																
IFSC Code	UCBA0000115																
Nine-digit MICR Code No	110028003																
EMD Amount (INR)	Bid Security Declaration as per format provided in Annexure 5 to be submitted																
Bid Validity	As per Tender Document																
Performance Bank Guarantee (For successful Bidder)	As per Tender Document																
Other Details																	
Mode of Tender	Online																
Contact details of e-Tender service provider	GeM Portal																
Contact Information	Deputy General Manager Information Technology Department, The Oriental Insurance Company Limited 2nd Floor, Head Office, Oriental House, A-25/27, Asaf Ali Road, New Delhi – 110 002 Tel: +91 11 43659201 E-mail: tender@orientalinsurance.co.in																

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

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

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



1.5 Availability of tender document

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

The Oriental Insurance Company Limited
Information Technology Department,
A - 25/27, 'Oriental House', 2nd Floor,
Asaf Ali Road, New Delhi – 110 002

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. 10,000/- (Rupees Ten 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 as follows:

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

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 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. 100 crores per annum (not inclusive of the turnover of associate companies) in last three financial years (2018-19, 2019-20 and 2020-21).	1. Audited Financial statements for the respective financial years and/or 2. Published Balance Sheet and/or 3. CA Certificate
4	The Bidder should have a positive net worth in the last three financial years (2018-19, 2019-20 and 2020-21).	
5	Bidder must have valid ISO 9001: 2015 & ISO/IEC	Copy of relevant certifications



#	Eligibility Criteria	Documents Required
	27001:2013 ISO 20001 certificates on the date of submission of bid	
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 have supplied, implemented and provided/providing maintenance services for proposed series of servers or its previous series as per selected Option (in at-least one BFSI/PSU/Govt with minimum order of INR 7.5 Cr of product & services.	1. Copy of original PO / Contract highlighting the following details: a) Date of PO / Contract b) Name of Parties c) Scope of Work d) Make, model, series of server 2. Completion Certificate or Installation Report or Satisfactory Progress of project from client.
9	The bidder/OEM should have an own Support and Services Center based in Bengaluru and Mumbai.	Self-Declaration on bidder letter head duly signed and stamp
10	The Bidder should be Original Equipment Manufacturer (OEM) or its Authorized reseller/seller or partner of the products offered	A valid Manufacturer Authorization Form from the OEM as per Annexure 14

*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.

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

#	Activity	Time Period for Completion
1	Supply and delivery of Hardware and Software at DC and DR	Deliver at OICL respective locations within 12 weeks from the date of issuance of Purchase Order
2	Installation, configuration and commissioning of the hardware and software at DC and DR at specified locations	Within 16 Weeks from the date of issuance of purchase order
3	Migration activity to new infrastructure	Within 20 Weeks from the date of issuance of purchase order
4	Trainings	All the trainings to be completed within 1 week from the date of request for training from OICL
5	Disaster Recovery Drill	Within 2 weeks from the date of request from OICL

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 up to one more year on mutually agreed terms between OICL and Bidder.



2 Scope of Work

2.1 Infrastructure architectural design requirement and broad activities

- i. OICL is envisaged to establish a highly scalable infrastructure, to provide on demand, end-to-end data center infrastructure to host business services. The data center is envisaged to establish a robust infrastructure to enable OICL to deliver services quickly and effectively to its stakeholders. The proposed Data Centre infrastructure solution shall provide platform to host critical applications that enhance business experience. OICL envisages to implement a Data Center Infrastructure automation tool that provides automation & observability providing holistic view for entire infrastructure delivering seamless services with minimal downtime.
- ii. The objective is to provide logically unified infrastructure flexible enough to rapidly respond to Infrastructure requirements (for example automating the VM provisioning process) and also accommodate future technology enhancements. The infrastructure is designed to address core business applications, infrastructure monitoring tools, new age distributed applications and databases running on bare metal, virtual & container environments.
- iii. The data center should be planned to have an agile, on-demand infrastructure that delivers best performance to the applications with simplified operations and management. The setup proposed should cater to the needs to envisaged applications in current scope and planned future applications. The infrastructure should be scalable, which is seamless addition of resources with minimal service disruption. An open architecture should be planned to ensure multi environmental workloads: - bare metal, virtual, in future containerized applications to provide flexibility in delivering services.
- iv. The solution should leverage new age technologies like AI to provide Data Center Automation delivering a single view of the infrastructure resources available across infrastructure for central visibility and governance. The solution should reduce complexity by having an AI driven model that abstracts the data center resources in simple form of supply chain, including topology, infrastructure dependencies across the full stack (application, VM's, Storage array). The solution should provide complete visibility & enterprise class governance control of deployed infrastructure resources. The Bidder is required to provide a detailed strategy to OICL
- v. High level Infrastructure architecture: -

The Infrastructure for OICL will require various set of components for running their applications.

The following is a list of categories of components
 - Blade based Computing platform
 - Hypervisor
 - Data Center Infrastructure Automation Platform
- vi. Procurement of the in-scope server hardware and application software and other in-scope components would be at OICL's discretion. OICL may or may not procure all the items mentioned in the RFP.



- vii. Bidder is required to provide details of each individual proposed server hardware, System software and other in-scope components along with its associated hardware & software and any other component/service necessary for installation and implementation, as mentioned in Appendix 2- Commercial Bill of Material.

Bidder is, also, required to carry out activities given in the following table:

#	Activity	Remarks
1	Physical delivery of hardware as defined in Option 1 or Option 2 and software – Microsoft Windows DC edition, RHEL, Cloud Automation, Virtualization and its related software licenses at DC and DRC, as per Appendix 2- Commercial Bill of Material	Bidder has to supply hardware as defined in Option 1 or Option 2 and software – Microsoft Windows DC edition, RHEL, Cloud Automation, Virtualization and its related software licenses at DC and DRC, as per Appendix 2- Commercial Bill of Material in order to achieve 100% percent compliance towards the scope of work. The bidder needs to choose only one option out of the two i.e., either option 1 or option 2.
2	End-to-end installation and implementation of Server hardware and software – Microsoft Windows DC edition, RHEL, Cloud Automation, Virtualization and its related software licenses at DC and DRC. The Bidder is to provide on call/ onsite OS support throughout the contract period.	<p>Bidder is required to do end-to-end installation, implementation, configuration of Hardware and software including Operating Systems installation, install necessary service packs, patches and fixes on supplied server in order achieve seamless migration of existing running applications on new hardware.</p> <p>In case of any compatibility issues of sub-systems with OS if arises, which require troubleshooting or installation of respective drivers, firmware or any other components are to be resolved by the Bidder.</p> <p>The Selected Bidder is required to perform private cloud configuration including private cloud automation, virtualization, hypervisor installation and configuration, VMs creation, OS installation, implementation, configuration of Servers and provide necessary migration support at DC & DRC.</p> <p>Bidder needs to ensure implementation of complete stack as provided under bill of material for all the supplied hardware and software or any other component.</p> <p>Post end-to-end installation and implementation of hardware and software or any other component by Bidder, OICL will conduct acceptance test to verify installation's compliance with industry best practices or configuration and relevant setting as provided by</p>



#	Activity	Remarks
		OICL.
3	Provide comprehensive on-site warranty and AMC/ATS support for the tenure of contract	Bidder will be responsible to provide comprehensive on-site warranty and back-to-back support from the OEM to meet the Service Levels as defined in this RFP during the entire contract period. Warranty of hardware and software will start from the date of installation. AMC/ATS will start from the date of expiry of warranty period.
4	Database Installation and Migration	Bidder is required to install the Application / Databases as per Annexure 16: Application Framework and carry out the Data migration from existing hardware Infrastructure to new hardware Infrastructure (Licenses will be provided by OICL). While All application installation and configuration will be done by the existing SI (Service integrators) or application vendors of OICL, however, all OS configurations are required to be done by the bidder as per the requirements of respective applications in coordination with the existing SI or application vendors/owners.
6	Provide FM Support	Bidder is required to provide onsite FM support for 6 Years as per Appendix 2 – Commercial Bill of Material
7	Training	Bidder needs to provide operational, administration training to OICL or its nominated vendor.
8	DR Drills	Post successful implementation of the proposed solution, bidder needs to conduct DR-DRILL for each of the application in coordination with existing application owners/vendors.

2.2 General Scope

- I. The scope of work covers end-to-end supply of all the quoted hardware and software with all its related components including required patch chord, electrical and LAN cabling etc., installation, commissioning, Testing, Configuration and maintenance of the entire solution at the locations specified by OICL for its Data Center (DC) & Disaster Recovery (DR) sites.
- II. The successful bidder shall adhere to best practice standards for the provisioning of services and testing of all functional/vulnerabilities from time to time.



- III. The successful bidder shall provide a centralized helpdesk/ customer care center telephone number/ email/ fax number for attending user request/ complaints. The helpdesk/ customer care center will operate 24*7*365
- IV. A detailed escalation plan shall have to be submitted before the commissioning of the services/solution, consisting of not more than 4 tiers from helpdesk to Global/Country Service Manager.
- V. After successful implementation, bidder should appoint a project manager for OICL, who will act as act as a single point of contact for OICL.
- VI. Bidder should ensure that proposed hardware and software components should not get end-of-support within 6 years from the date of delivery, the same responsibility shall so survive even after termination or expiry of the contract.
- VII. OICL expects to protect the investment already made on the existing server equipment and thus, expects the successful Bidder to buy-back certain components mentioned under **section 2.4 Buy-back** of this RFP and also in Appendix 2- Commercial Bill of Material, Bidder is required to provide compliance and detail out the buyback price in their commercial offer. Hardware to be taken back post the successful migration to the new hardware. The hard disk must be degaussed, before taking out from the OICL's premises.
- VIII. Bidder is required to provide manpower resources after successful implementation, bidder should deploy onsite FM support at OICL.
- IX. The scope of this tender is not limited to the Technical and Functional Specifications mentioned in the Appendix 1, bidder has to install and configure all available features in the OEM product as per OICL requirement under this entire engagement.
- X. The Bidder has to coordinate with other software/hardware/services vendors contracted by the OICL to resolve hardware, system software and integration issues with existing systems and application related problems during installation & management of the proposed solution. All the equipment (hardware, software) supplied as part of solution should be IPV4 as well as IPV6 compliant from day one and should support all the protocols.
- XI. Any coordination with the OEM for support should be carried out by the bidder's engineer only.
- XII. Vendor shall plan all the activities to be carried out during the Disaster recovery drill with a prior permission from OICL at least two weeks before such a drill.
- XIII. Vendor is responsible for carrying out disaster recovery drills on quarterly basis.
- XIV. The fall back of services from Disaster recovery Site to Data Center should be a planned activity in consultation with OICL officials or its designated officials. The solution document should include detailed disaster recovery plan.
- XV. A project plan in terms of activity and timelines required for executing the project with the details of deliverables and milestones including the delivery of equipment's.
- XVI. If the hardware equipment proposed in the solution by the successful bidder are not operational owing to compatibility problem in the IT environment or other technical issues, the bidder will have to replace the equipment at no extra cost to OICL.
- XVII. If the solution provided is not able to meet the performance standards specified in the RFP, at the time of go live, the successful bidder will be required to augment/ upgrade the



hardware & software components in the solution to ensure that the performance requirements are met. The additional hardware equipment & software shall be provided by the successful bidder at no extra cost to OICL.

- XVIII. The bidder shall prepare the SOPs (Standard Operating Procedures) with periodical review as per industry practices and regulatory guidelines. The drafted SOPs shall be submitted to OICL for its review and approval.
- XIX. Bidder shall submit a weekly report on the development of the project along with reasons of delay, if any. Periodical meetings will be held between the Bidder and OICL to review the progress and the Bidder will be required to attend all such meetings and submit the minutes of the meeting With OICL detailing all the points of discussion within 2 days of the meeting. Periodicity of meeting to be defined mutually.
- XX. All in-scope hardware should be provided with 3 years of comprehensive on-site warranty which start from the date of installation. All in-scope software should be provided with 1 years of comprehensive on-site warranty which will start from the date of installation. Post warranty period completion, Bidder should provide AMC for 3 years; and for software ATS of 5 years. Bidder is required to provide Facilities Management Services throughout the contract period.
- XXI. The successful bidder should submit the architecture design, detailed project plan, configuration, implementation, User Acceptance Testing (UAT) and rollback plan along with the documentation on detailed solution architecture diagram, high-level and low-level design as industry best practices and approved by OEM.
- XXII. Provide updates, upgrades/new version for the software components during the warranty and maintenance period and installation of the same in co-ordination with OICL.
- XXIII. During warranty period, OICL may, shift the equipment to other location(s) within the Country. The bidder needs to ensure that the OEMs and bidders' warranty and support is valid across India. Further, bidder should undertake to continue to provide warranty and support services for the supplied inventory at the new location at no additional cost to OICL. Bidder will be informed about old and new location details as and when OICL decides to shift the hardware due to operational requirements. Bidder will deploy resource(s) for decommissioning of respective equipment at old location and Commissioning of equipment at new location at no additional cost. For such shifting, the charges towards packing, physical shifting and insurance would be borne by OICL.
- XXIV. The bidder should also provide support for un-mounting and mounting of hardware and other components supplied from the rack in the event of reallocation of racks or changes made at site based on OICL requirements.
- XXV. The Bidder shall ensure compatibility of the hardware and software that they supply with the hardware and software systems being used in the OICL.
- XXVI. Any item of work/services/equipment not specifically mentioned above but considered essential for the completion of the work in all respect shall be deemed to be included in the scope of work (SOW).
- XXVII. The above requirements are only indicative in nature to provide bidders a benchmark to arrive at an optimum solution. However, OICL would expect successful bidder to provide all features available under the proposed solution as and when required.



- XXVIII. Successful bidder should guarantee a quarterly uptime of 99.9% for the entire solution from the date of go-live on 24 x 7 x 365 days basis.
- XXIX. The scope of this tender is not limited to the Functional and technical specifications mentioned in the Appendix 1, bidder has to install and configure all available features in the OEM product as per OICL requirement under this entire engagement.
- XXX. The Bidder has to coordinate with other software/hardware/services/application vendors contracted by the OICL to resolve hardware, system software and integration issues with existing systems and application related problems during installation & management of the proposed solution.
- XXXI. Vendor shall assist in planning all the activities to be carried out during the Disaster recovery drill and fallback from DRC to DC with a prior permission from OICL as when required.
- XXXII. The bidder should submit solution document as a part of technical bid. The contents solution document should include but not limited to solution architecture with detailed explanation of all components.
- XXXIII. The bidder must have an arrangement with the OEM such that the bidder/ OICL's SI/ OICL should be able to log a call with the OEM directly for remote/ on-line support.
- XXXIV. The bidder should have a 24x7x365 days support contact center in order to log the calls. The contact center numbers should be provided to OICL along with the escalation matrix mentioning the contact person's name, number and designation in the company.
- XXXV. During the period of the contract, all upgrades or requirements, software, licensing, implementation of upgrades/patches/version changes, etc., due to whatsoever reason including but not limited to EOL or EOS, would be done by the bidder without any additional cost to OICL.
- XXXVI. The bidder shall prepare the SOPs (Standard Operating Procedures) with periodical review as per industry practices and regulatory guidelines. The drafted SOPs shall be submitted to OICL for its review and approval.
- XXXVII. The bidders shall also provide the following documents as part of the deliverables of the project:
- Original manuals of all proposed hardware/software/applications.
 - Standard Operating Procedures.
 - Installation & Technical Configuration Documents.
 - Troubleshooting Manual.
 - Executive summary report for the project to the management.
 - Functional and operational requirements.
 - Project design/plan
 - Risk register, RACI matrix and business impact analysis.
 - Product description.
 - Guidance for best practices, implementation guidelines.
 - User acceptance test plan, if any.
 - Training materials.
 - Design HLD/LLD
 - DR Procedure plan



- o. Procedure for raising support tickets with OEM along with escalation matrix.
 - p. All asset Warranty should display into OEM portal with registered Email id (OICL)
- XXXVIII. The bidder should buy-back existing components, mentioned in buy-back list and factor the same in Appendix 2– Commercial Bill of Material, on “as is where is” basis and purchase price of these items once accepted by OICL cannot be withdrawn by the bidder.
- XXXIX. It should be the bidder’s responsibility to collect the buyback items, from OICL’s offices/DC/DRC location and OICL will not provide any transportation expenses towards this.
- XL. The bidder is required to co-ordinate with OICL’s existing System Integrator/application Vendor for implementation of OS on server hardware at DC and DR.
- XLI. The bidder is required Coordinate with application vendor/existing OICL System integrator for Database and application running in existing environment for installation, configuration/parameters requirement and data base migration approach preparation and migration of existing databases on new infrastructure deployed.
- XLII. The bidder should analyze the change request and recommend the change during implementation period with the feasibility of change and impact of change. If the request necessitates changes in more than one device, Plan of Action (POA) to be prepared and submitted to OICL for approval.
- XLIII. Bidder shall generate the configuration / specification report from the servers and present the printout of same along with installation report / Power ON Report to OICL officials at Data Centres for their verification & signatures. The signed report is to be submitted to Head office.
- XLIV. Fixing the security vulnerabilities, taking prompt action on the advisories sent by the OICL’s Security Consultant or by OICL officials within seven working days whereas emergency security patches must be deployed immediately.
- XLV. Maintenance services during the period of warranty. Professionally qualified personnel who have expertise in the hardware and system software supplied by Vendor will provide these services.
- XLVI. Vendor shall rectify any defects, faults and failures in the equipment and shall repair/replace worn out or defective parts of the equipment on all days of the week during the entire contract period.
- XLVII. In cases where unserviceable parts of the Equipment need replacement, the Vendor shall replace such parts, at no extra cost to the OICL, with brand new parts or those equivalent to new parts in performance. For this purpose, the Vendor shall keep sufficient stock of spares at its own premises.
- XLVIII. The Bidder is required to provide and implement regular updates/upgrades/patches released by the OEM within the timelines as mutually agreed.
- XLIX. The bidder shall implement all the functionalities proposed in the technical specifications & demonstrate the same to OICL team for complete sign-off of the solution.
 - L. Bidder should ensure dual power supply for all proposed hardware/appliances.
 - LI. Closing of gaps identified during VA-PT activity carried out by annually (twice a year).



2.3 Delivery, Installation and Configuration

Currently OICL's existing applications are running on infrastructure comprises of CISCO UCS 5108 chassis (End-of-life not declared), Fabric interconnect 6224 (End-of-Life: 31st May 2024) and CISCO Blade Server B200-M3 (already End-of-Life and last date of support was 31st Dec 2021) With OS Windows 2012 R2 standard Edition at their DC and DRC locations accordingly, Bidder need to factor and supply the hardware infrastructure as per below options.

The prospective bidders has to exercise only one option out of the two as described below:

1. The bidder may utilize existing chassis and populate latest blade servers as per the technical specifications defined for **Blade Servers** as per Appendix-1. The bidder has the option to replace Fabric Interconnect (FI) on day-1 itself or during the contract period, but bidder has to ensure that both chassis and Fabric Interconnect (FI) should not be out of support from OEM at any point of time during the contract period. The last date of support available from OEM for fabric interconnect (FI) is 31st May 2024.
2. The bidder may supply new chassis along with blade servers as per technical specifications defined for **Blade Server, Chassis and Converged Switch** or as per Appendix-1 or any other related hardware for successful implementation of solution.

Bidder/OEM would be responsible for end-to-end installation, implementation and configuration of hardware, Virtualization, Operating system, Private cloud automation and related software components at DC and DR.

In case bidder chooses option 2 then bidder has to ensure that existing inventory must have valid back to back support arrangement with OEM till completion of migration activity to new infrastructure ensuring minimum impact during migration of applications.

Bidders need to quote only one option either option 1 or option 2 as per given specifications in Appendix 1.

Bidder is required to adhere to the scope of work mentioned below:

- I. The bidder needs to coordinate with the respective SPOC at Data Centre (DC & DRS) in respect of all the assignments relating to this RFP.
- II. The bidder shall be responsible for installation and commissioning and other related activities such as unpacking, uncarting, inspection, mounting etc. verification of documentation for equipment start-up procedures; shutdown procedures; configuration; failover testing and testing of all redundancies – verification of documented fail-over and restoration procedures. Preparation of UAT document (Server/application).
- III. During the installation the bidder shall check physical availability of items as per the packing list. If any of the items are not delivered / not as per the specification / are damaged etc., the bidders' representative/s at the site shall take immediate steps and ensure all the items are delivered so that the installation is not hampered. The Bidder shall have to arrange for all testing equipment and tools required for installation, maintenance, and also arrange the vehicle for transport at no additional cost to the OICL.



- IV. In case of damaged property owned / leased by OICL during hardware delivery and installation which is attributable to the bidder, bidder has to replace the damaged property at his own cost.
- V. The bidder shall ensure compatibility of the hardware, software and other equipment that they supply with the hardware and software systems being used in the OICL.
- VI. The bidder shall adhere to the service level as specified in the RFP for the maintenance of equipment and software supplied by the bidder.
- VII. The bidder shall provide replacement equipment, if any equipment is required to be taken out of the premises for repairs.
- VIII. Provide Knowledge Transfer to OICL existing system Integrator throughout which includes a detailed overview on the implementation and configuration parameters and features and functionality of OICL's Systems.
- IX. Detailed scope for installation and configuration of server, Automation software installation and configuration, Hypervisor installation, virtual machine creation Operating system installation, configuration, and migration of existing database workload to new hardware and related software would include:

a. Server

- Server installation and configuration in line with hardware supplied by bidder
- Integration with customer existing network and Validation of existing VLANs, links status
- Ensure integration with existing SAN switch or SAN storage configuration etc.
- Cabling & Labelling
- Power On
- Firmware Upgrade
- Profile validation and EXSI cluster installation and configuration
- VM creation and VM template creation
- OS Installation & configuration
- Patching for OS and Hardening

b. Database Migration Scope

- Coordinate with Application/database vendor/existing OICL System integrator for Database running in existing environment for installation, configuration/parameters requirement.
- Database Binary installation and Database instance creation.
- All DB migration activities are to be carried out by the bidder in coordination with the existing SI or Application vendor of OICL.
- All application installation and configuration will be done by the existing SI or application vendor of OICL; however, all OS configurations are required to be done by the bidder as per the requirements of the application in coordination with the existing SI or Application vendor
- Database software license shall be provided by the OICL
- in case OICL migrates any of its application to infrastructure proposed under this RFP , the bidder is liable to migrate the existing server profile in coordination with respective application owners/vendors without any additional cost to OICL.



C. Automation

- Bidder need to deploy Cloud Automation, Portal, Service Catalogs, Templates, Orchestration to build desired workflows and pricing engine for associated management components in virtualized high availability architecture.
- Bidder should also configure the components to be available from secondary site in case of any disaster
- Bidder need to Integrate with Active Directory (AD) / LDAP to allow importing existing users and groups in addition to creation of local users in the cloud portal.
- Bidder need to configure a web-based self-service portal for IT/Business users to provision private cloud services. that should also provide unified service catalogue where users can request and manage personalized IT services so that each user gets the right size service with right SLA based on central policy and business requirement.
- Bidder need to enable cloud administrators to create a secure multitenant infrastructure wherein within a Tenant different business group can have resources, service levels and automation processes that uniquely meet that group's needs.
- Bidder need to Design automated provisioning of infrastructure and services through a unified, web-based, multi-tenant self-service IT service catalog.
- Bidder need to configure conditional approval integrated with email notifications such that approvals/rejections can be done.
- Bidder need to configure Granular role-based access control and entitlements of infrastructure services to cloud consumers.
- Bidder need to make sure the configuration that allows administrators to manage and reserve (allocate a share of the memory / CPU and storage) resources for a business group to use based on the requirement.
- Bidder need to configure cost analytics for cost transparency across private cloud and optimize capacity planning

2.4 Existing Inventory and Buy back

OICL expects to protect the investment already made on the existing components thus the Bidder is also required to buyback the specified inventory as mentioned in RFP. Buy back items are available at DC and DR. However, buy back is subject to OICL's discretion. If any item is required for future use, OICL may remove it from buy-back offer. Bidder has to collect item in as-is-where-is condition. No additional expenses will be paid for removal of items. Destruction of hard disks and magnetic tapes should be done in the presence of OICL representative. The commercials quoted by the Bidder should include the buyback price assessed by the Bidder. The Purchase price once accepted by the OICL cannot be withdrawn. If the bidder chooses option 2, then the bidder must take all backup of existing configuration from the components mentioned in buyback list and erase it with Factory reset option.

It should be the bidder's responsibility to collect the buyback items, from OICL's location and OICL will not provide any transportation expenses towards this. It would be the bidder's responsibility to ensure safe disposal of e-waste as per Hazardous Waste (management and handling) Rules 1989 and 2008, without imposing any liability to OICL, comprising discarded Hardware/ electrical/ electronic equipment/components taken under buyback. All the decommissioning needs to be done by the bidder



DC-BNG

S.No	Make	Model	Description	Serial No
1	CISCO	Cisco UCS B200 M3	UCS Blade Server	FCH18387WSP
2	CISCO	Cisco UCS B200 M3	UCS Blade Server	FCH18477Z3Y
3	CISCO	Cisco UCS B200 M3	UCS Blade Server	FCH18477Z8H
4	CISCO	Cisco UCS B200 M3	UCS Blade Server	FCH1837JDFP
5	CISCO	Cisco UCS B200 M3	UCS Blade Server	FCH1833J4ZQ
6	CISCO	Cisco UCS B200 M3	UCS Blade Server	FCH18477ZRB
7	CISCO	Cisco UCS B200 M3	UCS Blade Server	FCH18477ZG2
8	CISCO	Cisco UCS B200 M3	UCS Blade Server	FCH18477ZGS
9	CISCO	Cisco UCS B200 M3	UCS Blade Server	FCH18477YD3
10	CISCO	Cisco UCS B200 M3	UCS Blade Server	FCH18387X44
11	CISCO	Cisco UCS B200 M3	UCS Blade Server	FCH18477Y73
12	CISCO	Cisco UCS B200 M3	UCS Blade Server	FCH1833J5QS
13	CISCO	Cisco UCS B200 M3	UCS Blade Server	FCH1902KGVA
14	CISCO	Cisco UCS B200 M3	UCS Blade Server	FCH1902KGBJ
15	CISCO	Cisco UCS B200 M3	UCS Blade Server	FLM2014G5TY
16	CISCO	Cisco UCS B200 M3	UCS Blade Server	FLM2014G6QX

DR -MUM

S.No	Make	Model	Description	Serial No
1	CISCO	Cisco UCS B200 M3	UCS Blade Server	FCH18217X07
2	CISCO	Cisco UCS B200 M3	UCS Blade Server	FCH204573KZ
3	CISCO	Cisco UCS B200 M3	UCS Blade Server	FCH1837JDL6
4	CISCO	Cisco UCS B200 M3	UCS Blade Server	FCH1837JD3T
5	CISCO	Cisco UCS B200 M3	UCS Blade Server	FCH1902KGFD
6	CISCO	Cisco UCS B200 M3	UCS Blade Server	FCH1902KGA1
7	CISCO	Cisco UCS B200 M3	UCS Blade Server	FCH1837JE0X
8	CISCO	Cisco UCS B200 M3	UCS Blade Server	FCH18347CZ1
9	CISCO	Cisco UCS B200 M3	UCS Blade Server	FCH18477Z10
10	CISCO	Cisco UCS B200 M3	UCS Blade Server	FCH1834J5A4
11	CISCO	Cisco UCS B200 M3	UCS Blade Server	FCH1833J4NG
12	CISCO	Cisco UCS B200 M3	UCS Blade Server	FCH18347D3Q
13	CISCO	Cisco UCS B200 M3	UCS Blade Server	FCH1833JAC2
14	CISCO	Cisco UCS B200 M3	UCS Blade Server	FCH20097BWU

In case bidder is opting for option 2 as per section 1.3 and section 2.3, below items were also be covered under buy back list in addition to server list mentioned in above tables.

S. No	Make	Model	Location	Description	Serial No
1	CISCO	UCS 5108	DC-BNG	Blade Chassis	FOX1848GAJ4
2	CISCO	UCS 5108	DC-BNG	Blade Chassis	FOX1848G7TJ
3	CISCO	UCS-FI-6248 UP	DC-BNG	Fabric interconnect	SSI182905D2
4	CISCO	UCS-FI-6248 UP	DC-BNG	Fabric interconnect	SSI18280564
5	CISCO	UCS 5108	DC-MUM	Blade Chassis	FOX1848G1K0



S. No	Make	Model	Location	Description	Serial No
6	CISCO	UCS 5108	DC-MUM	Blade Chassis	FOX1848G0JH
7	CISCO	UCS-FI-6248 UP	DC-MUM	Fabric interconnect	SSI1828055X
8	CISCO	UCS-FI-6248 UP	DC-MUM	Fabric interconnect	SSI1828055Y

2.5 Scope of Work for Facility Management Phase

This section is the On-Going Operations of Domain Services that the Bidder is required to offer.

Any other tools required by the Bidder to offer the services as per the RFP should be proposed and factored in the bill of material.

Bidder needs to adhere to IT Service Management (ITSM) processes aligned to ITIL framework for all the IT Services defined and managed services.

2.5.1 Domain Services

OICL has identified domain services to support business operations. Bidder is expected to provide support for these domain services as per the defined scope and the corresponding SLAs.

The following table presents an overview of the services to be provided by Bidder under domain services, on an ongoing basis for the entire duration of the contract. Bidder is expected to adhere to IT Service Management (ITSM) processes based on IT Infrastructure Library (ITILv3) framework (version 3) for all the services:

Domain Services	Description
Server Management Services	Monitoring and management of in scope computing platforms on which utilities and applications are hosted

2.5.2 Server (Bare Metal, Virtualized) Management

The scope of the server should include all management activities on the production, non-production and disaster recovery environment that will be included as part of this service.

Service	Description
Installation and configuration services	Refers to the appropriate installation and configuration of the server environment as per industry best practice as well as OICL's policy requirements.
Monitoring operations	Provides processes and procedures to monitor the server environment to ensure that the appropriate monitoring, reporting and maintenance activities occur.
Operating system support	Provides for operating systems and related software configurations. The service also consists of ongoing processes to maintain supplier supported operating platforms for preventive software maintenance Services. This includes services such as: 1) Software configuration management 2) Software upgrades and patch management 3) Software release management 4) Software optimization, tuning and preventative maintenance 5) Software Cluster management



Service	Description
Hardware support	Provides the services and methodologies that will be used by the Bidder to support the OICL's server requirements. This service consists of the following components: 1) Hardware installation and configuration 2) Hardware environment support 3) Hardware preventative maintenance
Operating system security administration	Operating system security administration provides the processes to manage access to client assets at an operating system level. This security service provides the management of user logon ids and their access rights to system level resources, as well as maintaining server level security parameters and security product options. This section describes the various actions to be taken as part of the Security Administration Service, as well as what is needed on behalf of the client in order to provide these service levels.
System vulnerability management	Vulnerability management consists of preventive and detective services to identify vulnerabilities as they emerge; to prevent those vulnerabilities from affecting the in-scope systems; to detect when an in-scope system has been affected; and to cure those affected systems. Vulnerability management consists of both Vulnerability Alert management and Vulnerability Scanning processes. Vulnerability Alert management is the preventative process that collects known vulnerabilities and prioritizes vulnerabilities based on associated risk.
Operating system Security event logging	Operating system security event logging is a detective control that enables the recording of security events on system hosts based on present parameters. The administrative tool's logging function is enabled, and the security events are retained in a record for future review.
Performance and capacity management	Consist of the support processes to collect, monitor, and analyse system performance information, for processor usage, input/output (I/O) throughput activity, disk usage, and memory usage
Scheduling and Monitoring	Scheduling and monitoring Process consist of those specific tasks associated with administering the automated scheduling system to provide the tools and processes necessary to support a scheduling and monitoring processing environment.
Failover Management	Provides for the recovery of the critical workload on the server environments in the event of an outage of primary server and / or a disaster. The bidder is required to prepare documentation of a written recovery plan for the server environments
OEM Support	Direct OEM 24x7x365 days with unlimited incident support and 30 mins or less response time including the unlimited upgrades.

- i. The scope of work mentioned is illustrative and not exhaustive. The bidder needs to comply with OICL's requirements and any statutory or regulatory guidelines.
- ii. Shifting of servers within the premises and reinstallation and configurations including cabling and asset labelling.
- iii. Provide server configuration reports and configuration details to the OICL's as requested.



- iv. Maintain accurate supplier contact information and escalate to supplier contacts in a timely manner.
- v. Implement configuration management processes and procedures.
- vi. Record and plan release of server upgrades and support its implementation.
- vii. Maintain an audit trail of server configuration changes as resulting from release and change control processes.
- viii. The required software agents are to be installed, configured and monitored.
- ix. Provide guidance to the OICL and industry best practice for the optimal configuration of the operating system environment.
- x. Produce and maintain installation and configuration diagrams of all installations
- xi. Actively manage and report on the availability of all servers.
- xii. Perform server periodic checks, monitoring and performance tuning.
- xiii. Communicate any service issues or implementation concerns with the OICL and appropriate support personnel and/or vendors.
- xiv. Monitor hardware and system software status, process status, and take necessary action based on detected problems or issues as provided in this schedule.
- xv. Provide problem escalation and interact as necessary with third party suppliers.
- xvi. Provide monitoring and troubleshooting for the server environment.
- xvii. Provide timely notification and escalation to on site personnel if any hardware and software conditions exist that must be resolved on site to meet the service levels provided in this schedule.
- xviii. Bidders will ensure appropriate resources are on site to ensure service levels are achieved if recovery or corrective actions are required.
- xix. Propose tools for operations such as monitoring, deployment and configuration etc.
- xx. Ensure server access is secure and authorized.
- xxi. Management of logical access to the server environment in accordance with the OICL's policy (including administrator \ root access).
- xxii. Assist the OICL with application support requiring operating system changes or access.
- xxiii. Evaluate the impact of new operating system upgrades or releases on existing applications and performance.
- xxiv. Install patches as and when these become available, as per vendor instructions for security exposures and Operating System bug fixes deemed critical by the vendor.
- xxv. Ensure the configuration of operating systems is in line with standards and policies as defined by the OICL.
- xxvi. Document and track all configuration management problems using the site change management process.
- xxvii. Co-ordinate all changes through the site's change management process.
- xxviii. Configuration management for operating system release levels, patches and status.
- xxix. Perform routine system operation functions and system console operations actions such as power on/off, system reboots, and start/stop/reset.
- xxx. Apply preventive and corrective maintenance to all system level software (operating system and other non- application software).
- xxxi. Install and upgrade all system level software (the operating system and other non-application software).
- xxxii. Escalate hardware related malfunctions to the hardware supplier for resolution as provided in the vendor maintenance contract.
- xxxiii. Inventory information about hardware shipping and receiving, raised floor space requirements, equipment placement, cabling, fiber, connectivity details, power and earthing requirements
- xxxiv. Servers/Storage hardware maintenance and support is based on various maintenance levels.



- xxxv. Alert the OICL about hardware changes that may impact application execution in support of the OICL's application testing.
- xxxvi. Provision of documentation on implemented high availability solution.
- xxxvii. Installation, maintenance, and monitoring of clustering.
- xxxviii. Conduct Cluster tests as a part of DR drills.

2.5.3 For Sustenance Phase On-Site Deployment

Bidder shall at minimum deploy the resources as per the minimum deployment level mentioned below during the Sustenance Phase.

Bidder should independently arrive at the sizing and deployment plan to meet the RFP requirements (As per scope of work and SLAs) adhering the minimum deployment level during the Sustenance stage. Bidder shall deploy resources at no extra cost if the proposed deployment does not meet the RFP requirements and SLAs.

Resource	Location	Minimum Number of Resources	Total Minimum Number of resources Across Shift	Service Windows	Total Minimum Resources
L1 - Server Management	DC+DR	1+1	3+3	24x7	6
Total Resources					6

2.5.4 Desired Qualification and Experience of Resources

Area	Role/ Description	Experience	Educational Qualifications/ Certifications/ Skills
IT Infrastructure (Server Management)	L1	1 to 3 years	Diploma/Engineering Graduate/Science Graduate. If a science graduate is proposed, he should have passed with a first division. <ul style="list-style-type: none">▪ Good Communication (written/Oral)▪ Knowledge/expertise on Infrastructure Management – Windows/RHEL/ VMware /Hyper- V/RHEL VM server Virtualization

2.5.5 Maintenance

Bidder needs to adhere to the SLA mentioned in the RFP and bidder needs to factor adequate FM support for the same. The maintenance of all the supplied equipment is with bidder till the contract completion after which bidder needs to provide the handover of the same to either OICL team or any of the OICL service provider.

Bidder needs to factor all the cost as per the scope in the bill of material and OICL will not be responsible for any missed item.

2.6 Warranty & Annual Maintenance Contract

- i. The Bidder will be the single point of contact and responsible for Support Services, AMC, ATS, guarantee & warrantee for all components, hardware, software, etc. While bidding for providing Support and Maintenance services. The AMC/ATS support should be similar to the



- warranty support. Thereafter, the Bidder should provide AMC/ATS for these products and solutions as the case may be, for the remaining period of the contract through OEM.
- ii. The bidder shall provide the highest level of support from OEM 24X7 including availability of resources as and when required during the entire contract period inclusive of any support related calls, repairs and replacement of spare parts without any extra payment.
 - iii. All hardware infrastructure needs to be covered under **three-year on-site warranty from the date of installation and post warranty bidders need to quote applicable AMC support for next three years**. The proposed servers should not declared end-of-life within one year from the date of submission of bid and it should be in support for a minimum period of five years.
 - iv. All software needs to be covered under **one year warranty post which the Bidders need to quote for applicable ATS for next five years**.
 - v. During the period of warranty and AMC, it will be mandatory on the part of the Bidder to attend and resolve breakdown calls (if any) as per the parameters/ timeframe defined in the SLA. The Bidder shall provide the support services like repair, replacement to resolve the problem as per the service levels
 - vi. The bidder shall perform periodic preventive maintenance activities once in a quarter on all the equipment under AMC. The scope shall cover the periodic cleaning, health check-up, performance matrices and replacement of parts that are subject to wear and tear, including any abnormality issue in the device observed during preventive maintenance without any extra cost to OICL.
 - vii. The bidder shall coordinate in advance with the concerned officers/ officials of the concerned site for the suitable day and time for such preventive maintenance.
 - viii. Preventive Maintenance and support to the Hardware /Software shall include replacement of worn-out parts/sub-parts, health-checkup, checking diagnostic etc. In case equipment is taken away for repairs, the Bidder shall provide a standby equipment (of equivalent configuration or higher), so that the daily operations of OICL is not affected.
 - ix. The bidder shall replace the parts with original spares of the original brand/make/model
 - x. The bidder shall be responsible to make all setup work satisfactorily throughout the contract period and to hand over the systems in working condition to OICL after expiry of the contract. In case any damage is found, the bidder is liable to rectify it even after the expiry of the AMC.
 - xi. The Bidder need to have back-to-back arrangements with the respective OEM/s for all AMC/ATS for the entire contract period, details of such arrangements should be provided to the OICL annually or on a mutually agreed period.
 - xii. During the tenure of the Contract OICL at its discretion may choose to take over from the Bidder part or whole of the services being rendered by the Bidder. In such situation, the Bidder shall share all the necessary knowledge to the OICL or its appointed Vendor.
 - xiii. The products & services offered must include comprehensive on-site warranty as provided by the OEM Bidder from the date of installation and acceptance of the solution by OICL including all software, hardware, parts, media, patches, updates and licenses.
 - xiv. Warranty must comply with the agreed Technical Standards, Security Requirements, Operating Procedures and Recovery Procedures, no parts or/and accessories of the systems should be excluded from such warranty
 - xv. Warranty in respect of proper design, quality and workmanship of all hardware, equipment, accessories etc. during the manufacturing period.
 - xvi. Maintenance of the systems and repair /replace at the installed site, at no charge to OICL.



- xvii. Performing warranty and license registration, if any, with the appropriate manufacturer, for hardware and software that are either procured through the Bidder or procured by OICL with notification to the Bidder for inclusion in such database
- xviii. Monitor warranties to check adherence to preventive and repair maintenance terms and conditions
- xix. During the warranty period Bidder shall maintain the systems and repair / replace at the installed site, at no charge to OICL, all defective components that are brought to the Bidder's notice.
- xx. The Bidder will have to provide full operational, maintenance and technical support during the entire period of the contract.

2.7 Geographical Location

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

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

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

2.8 Acceptance of the Solution

1. The solution will not be treated as complete if any part of hardware, related software, components etc. are not delivered as per the timelines specified in RFP. In such an event, the supply will be termed incomplete and will not be accepted and warranty period will not commence besides OICL's right to invoke the penalties which will be prescribed in the contract.
2. There will be an acceptance test conducted by OICL or its nominated consultants after implementation of solution at DC and DR. In case of discrepancy in hardware & related software supplied & not matching the Bill of Materials or technical proposal submitted by the bidder in their technical bid, the bidder shall be given 6 weeks' time to correct the discrepancy post which OICL reserves the right to cancel the entire purchase contract and the Bidder should take back their equipment at their costs and risks. The test will be arranged by the Bidder at the sites in the presence of the officials of OICL and / or its consultants. The warranty for the equipment (including OS and hardware provided by the Bidder pursuant to this Agreement) will commence after acceptance testing. The tests will involve trouble-free operation of the complete system during UAT apart from physical verification and testing. There shall not be any additional charges for carrying out this acceptance test.
3. OICL will take over the system on successful completion of the above acceptance test. The Installation cum Acceptance Test & Check certificates jointly signed by Bidder's representative and OICL's official or its authorized representative should be received at Head Office along with etc. for scrutiny before taking up the request for consideration of payment.

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>.

4.1.2.1 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.

4.1.2.2 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.

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

4.1.2.4. 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,
2nd Floor, Head Office, "Oriental House",
A-25/27, Asaf Ali Road, New Delhi - 110 002

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

4.1.2.6. **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.



- 4.1.2.7. 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.
- 4.1.2.8. **Erasures or Alterations** – The offer containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable. OICL may treat the offers not adhering to these guidelines as unacceptable.
- 4.1.2.9. **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.

3.1.3 Sub-contracts

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

3.1.4 Conditional bids

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

3.1.5 Submission of Bids

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



3.1.6 Performance Security

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

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

3.1.7 Pre-Bid Meeting

All queries/ requests for clarification from Bidders must reach us by e-mail (**tender@orientalinsurance.co.in**) or in person. Format for the queries / clarification is provided in "Annexure 4 - Query Format". No clarification or queries will be responded in any other format. OICL will respond to any request for clarification of the tender document in the pre-bid meeting.

The Representatives of Bidders attending the pre-bid meeting must have proper authority letter to attend the same and must have purchased the Tender document.

Any modification to the Bidding Documents, which may become necessary as a result of the pre-bid meeting, shall be made by the Company exclusively through the issuance of an Addendum and not through the minutes of the pre-bid meeting.

3.1.8 Delay in Bidder's performance

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

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

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

3.1.9 Payment Terms

The Bidder must accept the payment terms proposed by OICL. The commercial bid submitted by the Bidder must be in conformity with the payment terms proposed by OICL. Any deviation from the proposed payment terms would not be accepted. OICL shall have the right to withhold



any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of OICL.

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

Payment terms are as follows:

#	Items	Milestone	Percentage
1	Hardware	Delivery of the Hardware and submission of invoice with Proof of Delivery and other documents (after due inspection)	70%
		Successful installation and acceptance of the hardware by the OICL (after due inspection)	30%
2	Hypervisor, OS & Other peripheral software	Delivery of respective Hypervisor, OS & other peripheral software its related components as per the actual supply (after due inspection)	70%
		Successful completion of customization and successful acceptance of the respective DB, OS & other peripheral software by the OICL (after due inspection)	30%
3	Implementation Cost	On Successful implementation of Hardware at respective site	50%
		On Successful completion of acceptance testing of Hardware by OICL or his appointed representative at respective site	30 %
		On Successful migration and go live	20%
4	AMC/ATS	The AMC/ATS shall commence on completion of the warranty period. The AMC & ATS will be treated as a part of the total cost of the project.	Quarterly in arrears
5	FM Manpower		Quarterly in arrears
6	Training		100% after the completion

3.1.10 Mode of Payment

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

3.1.11 Penalties and delays in Bidder's performance

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



3.1.12 Currency of Payments

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

3.2 Other RFP Requirements

- a. The Head Office of OICL is floating this RFP. However, the Bidder getting the contract shall provide services, procured through this RFP, at OICL's DC and DRS or at such centers as OICL may deem fit and the changes, if any, in the locations will be intimated to the Bidder.
- b. Technical Inspection and Performance Evaluation - OICL may choose to carry out a technical inspection/audit and performance evaluation of products/services offered by the Bidder. The Bidder would permit OICL, or any person / persons appointed by OICL to observe the technical and performance evaluation / benchmarks carried out by the Bidder. Any expenses (performing the benchmark, travel, stay, etc.) incurred for the same would be borne by the Bidder and under no circumstances the same would be reimbursed to the Bidder by OICL.
- c. 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.
- d. OEM's Authorization Form – The Bidder should furnish a letter from original equipment manufacturer.

4 Terms of Reference ('ToR')

4.1 Contract Commitment

OICL intends that the contract, which is contemplated herein with the Bidder, shall be for a period of 6 years and extendable for one years on same Terms & Conditions and mutually agreed prices (solely at OICL's discretion).

4.2 Completeness of Project

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

4.3 Compliance

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

Compliance in obtaining approvals/permissions/licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate OICL and its employees/ officers/ staff/ personnel/ representatives/ agents from and against all claims or demands of liability and all



consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and OICL will give notice of any such claim or demand of liability within reasonable time to the Bidder.

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

4.4 Assignment

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

4.5 Canvassing/Contacting

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

4.6 Indemnity

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

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

4.7 Inspection of Records

All Bidder records with respect to any matters covered by this tender shall be made available to OICL or its designees at any time during normal business hours, as often as OICL deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. OICL's auditors would execute confidentiality agreement with the Bidder, provided that the auditors would be permitted to submit their findings to OICL, which would be used by OICL.



The cost of the audit will be borne by OICL. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.

4.8 Publicity

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

4.9 Solicitation of Employees

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

4.10 Information Ownership

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

4.11 Sensitive Information

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

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

4.12 Technological Advancements

The hardware and software proposed as part of this contract

- a. should not reach end of support during the period of contract
- b. should not have been announced End of Life /Sales as on the date of bid submission

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



4.13 Confidentiality

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

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

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

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

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

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

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

4.14 Force Majeure

The Bidder shall not be liable for forfeiture of his performance security, liquidated damages or termination for default, if and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of Force Majeure.

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



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

4.15 Termination for Default

OICL may, without prejudice to any other remedy for breach of contract, by 30 calendar days written notice of default sent to the Bidder, terminate the contract in whole or in part:

- a) If the Bidder fails to deliver any or all of the Solution, Tools and services within the time period(s) specified in the contract, or any extension thereof granted by OICL; or
- b) If the Bidder fails to perform any other obligation(s) under the contract

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

4.16 Liquidated Damages

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

4.17 Termination for Insolvency

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

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

4.18 Termination for Convenience

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



performance of work under the contract is terminated, and the date upon which such termination becomes effective.

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

- i. To have any portion completed and delivered at the contracted terms and prices; and/ or
- ii. To cancel the remainder and pay to the Bidder a mutually agreed amount for partially completed goods and services and for materials and parts previously procured by the Bidder and the decision of OICL shall be final.

4.19 Resolution of disputes

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

4.20 Governing Language

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



4.21 Applicable Law

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

4.22 Prices

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

4.23 Taxes & Duties

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

4.24 Deduction

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

4.25 No Claim Certificate

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

4.26 Cancellation of the contract & compensation

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

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

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

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



which OICL may have to incur in executing the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.

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

4.27 Rights reserved by OICL

- i. Company reserves the right to accept or reject any or all Bids without assigning any reasons.
- ii. Company reserves the right to verify the validity of information given by the Bidders. If at any future point of time, it is found that the Bidder had made a statement, which is factually incorrect, OICL will reserve the right to debar the Bidder from bidding prospectively for a period to be decided by OICL and take any other action as maybe deemed necessary.
- iii. OICL reserves the right to issue a fresh RFP for this project at any time during the validity of the contract period with the selected Bidder.

4.28 Limitation of Liability

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

4.29 Waiver

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

4.30 Violation of terms

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

4.31 Adherence to Terms and Conditions

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



4.32 Integrity Pact

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

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

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

Contact Details:

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

4.33 Outsourcing Agreement

The outsourcing contract, inter alia, shall have in place following clauses or conditions listed below: -

- 1. Contingency Planning:** The Bidder is responsible for contingency planning of the outsourcing service to provide business continuity for the outsourced arrangements that are material in nature.
- 2. Express Clause:** The contract shall neither prevent nor impede the company from meeting its respective regulatory obligations, nor the IRDAI from exercising its regulatory powers of conducting inspection, investigation, obtaining information from either the company or the Bidder.
- 3. Handing over of the Data, Assets etc.:** In case of termination of the contract, the Bidder is responsible for handing over of the data, assets (hardware/software) or any other relevant information specific to the contract and ensure that there is no further use of the same by the Bidder.
- 4. Inspection and Audit by the Company:** The Company shall conduct periodic inspection or audit on the Bidder either by internal auditors or by Chartered Accountant firms appointed by the Company to examine the compliance of the outsourcing agreement while carrying out the activities outsourced.



- 5. Legal and Regulatory Obligations:** The Bidder shall ensure that the outsourcing contract/ arrangements do not: -
- a) Diminish the Company's ability to fulfil their obligations to Policyholders and the IRDAI.
 - b) Impede effective supervision by the IRDAI.
 - c) Result in Company's internal control, business conduct or reputation being compromised or weakened.
- 6. Applicability of the laws/regulations:** The Regulations apply irrespective of whether the outsourcing arrangements are entered into with an affiliated entity within the same group as the Company, or an outsourcing service Provider external to the group or the one who has been given sub-contract. The Outsourcing Agreement shall not diminish the obligations of the Company and its Board & Senior Management to comply with the relevant law/s and regulations. The Bidder engaged by the company is subject to the provisions of the Insurance Act 1938, IRDA Act 1999, rules & regulations and any other order issued thereunder.

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

4.34 Regulations, Legal & Compliance

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

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

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

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

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



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

4.35 Guidelines for MSME

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

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

5 Instruction to Bidders

5.1 Instructions for Online Bid Submission

- Bidders should comply to rules and regulations of GeM portal for submission of Bids online. **However, Bidder needs to submit the commercial bill of material i.e., Appendix 1: Bill of Material, Annexure 11:- NDA, Annexure 12 – Integrity Pact and Power of Attorney on stamp Paper in offline mode to OICL Head office in a sealed envelope.**
- The sealed envelope should be properly labeled with the company name, RFP number, date and duly signed and stamped. If Bidder did not submit the same, then Bidder will be disqualified.
- The Sealed envelope should reach OICL before or on the date and time of submission schedule as mentioned in the RFP.
- Bidder needs to fill the bill of material properly and the total value in bill of material should match with the total value mentioned in the GEM Portal.
- If there is any mismatch between the total value of the Sealed envelope and the GEM portal, then the bid of the Bidder will be rejected.
- OICL will not be liable of the any arithmetic error in the bill of material, and the GEM final number will be accepted as the Total cost of the Project.
- If Bidder misses or forgets to quote rates of any line item, then it is assumed that Bidder will provide that service at zero cost to OICL during 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 12th November 2020, states:

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

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

6 Bid Documents

6.1 Eligibility Bid Documents

1. Compliance to Eligibility Criteria as per RFP Section 1.6 along with all relevant supporting documents
2. Application Form for Eligibility Bid as per Annexure 1
3. The references of Bidder's clients. Also provide the name, designation, and contact details of a contact person for each reference as per Annexure 2.
4. The corporate profile of the Bidder (printed corporate brochure is preferred).
5. The profile of the Bidder (as per Annexure 9)
6. List of Bidder's support/service locations in India as per Annexure 8.
7. Bidder shall submit PAN number, GSTIN.
8. Undertaking that the Bidder has quoted for all items and the bid validity will be for 180 days from the date of submission of bid.
9. The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Bidder
10. Statement of No-Deviation (Annexure 7)
11. Integrity Pact (Annexure 12 on Stamp Paper)
12. Bid Security Declaration as per Annexure 5
13. NDA as per Annexure 11 on stamp paper
14. MAF as per Annexure 14

6.2 Technical Bid Documents

1. Executive Summary of Bidder's response. The Executive Summary should be limited to a maximum of five pages and should summarize the content of the response. The Executive Summary should initially provide an overview of Bidder's organization and position with regards to proposed solution and professional services. A summary of the Bidder's products and services that will be provided as a part of this procurement should follow.
2. Detailed technical note covering the detailed scope of work.
3. Compliance to Technical Specifications as per Appendix 1.
4. The Bidder should also include a replica of the masked final commercial bid without prices in the technical bid. The Bidder must note that the masked commercial bid should be actual copy



of the commercial bid submitted with prices masked and not copy of the Pro-forma/format of the Appendix 2 – Bill of Material in the RFP.

5. Part coded Technical Bill of Material
6. Implementation plan & warranty support
7. Support Plan
8. User Training Plan
9. Transition Plan
10. Escalation matrix
11. Undertaking from Bidder for providing authorized representatives of IRDAI the right to inspection, investigation, obtaining information (Annexure 10).

Note:

1. Participation in this tender will mean that the Bidder has accepted all terms and conditions and clauses of this tender and subsequent modifications to this tender, if any.
2. The documentary evidence asked in respect of the eligibility criteria would be essential. Bids not accompanied by documentary evidence may be subject to rejection. Clarification/ Additional documents, if any, sought by OICL from the Bidder has to be submitted within the stipulated time. Otherwise, bid will be rejected and no further correspondence in the matter will be entertained by OICL.
3. Any alterations, erasures or discrepancies in figures etc. may render the bid invalid. The bid may be rejected in case of non-adherence to any of the instructions given above.
4. OICL reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission or partial submission of technical details.
5. OICL may at its discretion waive any minor non-conformity in any offer and the same shall be binding on all Bidders and OICL reserves the right for such waivers.
6. If OICL is not satisfied with the technical specifications in any tender and observes major deviations, the technical bids of such Bidders will not be short-listed and the price bids of such Bidders will not be opened. No further discussions shall be entertained with such Bidders in respect of the subject technical bid.

6.3 Commercial Bid Documents

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

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

Evaluation Criteria

The competitive bids shall be submitted in two stages:

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



6.4 Eligibility cum Technical Evaluation

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

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

S. No.	Evaluation Criteria	Maximum Marks	Minimum Marks	Minimum Passing Percentage
1.	Compliance to Scope of Work	100	100	100%
2.	Compliance to Technical Specifications	100	100	100%
3.	Past Experience	100	75	75%
4.	Technical Presentation	200	150	75%
	Total	500	425	85%

Bidders scoring at least the minimum score in each section mentioned in the table above and an overall score of 425 marks or more will be declared technically qualified.

The bidders scoring less than 425 marks (cut-off score) out of 500 marks in the technical evaluation shall not be considered for further selection process and their offers will be dropped at this stage. Bidders should score minimum as mentioned in the above table.

In case none of the participating bidders qualify on technical criteria by reaching or exceeding the cut off score of 85%, then OICL, at its sole discretion, may relax the cut-off score to a lower value, which, in any case, shall not fall below 75%. In case at-least two participants have not scored 75%, then OICL reserves the right to cancel and go for retendering process. However, this would be at the sole discretion of OICL.

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

S.No.	Technical Evaluation	Evaluation Methodology								
1	Compliance to Scope of Work Max. Marks- 100 marks	The Bidder is required to submit an undertaking stating 100% Compliance to Scope of Work mentioned in this detailed document. Note: <i>Deviations and non-conformance to scope of work will lead to disqualification.</i>								
2	Compliance to Technical Specifications Max. Marks- 100 marks	The Bidder is required to submit compliance to Technical Specifications. Bidders should score 100% in Compliance to Specifications (Appendix 1). Marks would be awarded as: <table><tr><th>Status</th><th>Marks</th></tr><tr><td>Yes</td><td>10</td></tr><tr><td>No</td><td>0</td></tr></table> The total marks of the Appendix will be scaled down on a scale of 100 marks			Status	Marks	Yes	10	No	0
Status	Marks									
Yes	10									
No	0									
4	Past Experience Max. Marks- 100 marks	<table><tr><th>Category</th><th>No. of Credentials</th><th>Marks</th></tr><tr><td rowspan="2">The bidder should have supplied, implemented and provided/providing</td><td>At least 1 BFSI/ PSU/ Govt. clients</td><td>75</td></tr><tr><td>More than 1 BFSI/ PSU/ Govt. clients</td><td>100</td></tr></table>	Category	No. of Credentials	Marks	The bidder should have supplied, implemented and provided/providing	At least 1 BFSI/ PSU/ Govt. clients	75	More than 1 BFSI/ PSU/ Govt. clients	100
Category	No. of Credentials	Marks								
The bidder should have supplied, implemented and provided/providing	At least 1 BFSI/ PSU/ Govt. clients	75								
	More than 1 BFSI/ PSU/ Govt. clients	100								



S.No.	Technical Evaluation	Evaluation Methodology			
		maintenance services for proposed series of servers or its previous series as per selected Option- with minimum order of INR 7.5 Cr of product & services.			
3	Technical Presentation Max. Marks- 200 marks	All eligible bidders will be required to make presentations. OICL will schedule presentations and the time and location will be communicated to the bidders. Failure of a bidder to complete a scheduled presentation to OICL may result in rejection of the proposal. Marks will be scored on the following points: 1. Overall understanding of Scope & Requirements 2. Demonstration of organization's capability for the proposed initiative 3. 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-2 Bill of material with complete bifurcation of Price which is mentioned in GEM Portal (As a consolidated Price) needs to submit at OICL Office (address mentioned in RFP). This needs to be submitted with proper labelling, seal, sign and stamped.

Bidder 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-2 Bill of material has to be tally till 2 decimal places. If any discrepancy found that bid will be rejected.



7 Service Level Agreement

7.1 Service Level

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

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

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

7.1.1 Definitions

1. "Availability" means the time for which the services and facilities are available for conducting operations on the OICL system including application and associated infrastructure.

Availability is defined as (%) = $\frac{(\text{Operation Hours} - \text{Downtime})}{(\text{Operation Hours})} * 100\%$

2. The bidder shall provide AMC and FMS support on all days of the year. The business hours are 24*7, 365 days a year.
3. All the infrastructure of Data Center, Disaster Recovery site, will be supported on 24x7 basis.
4. The "Operation Hours" for a given time frame are calculated after deducting the planned downtime from "Operation Hours" for the quarter. The Operation Hours will be taken on 24x7 basis, for the purpose of meeting the Service Level requirements i.e. availability and performance measurements both.
5. "Downtime" is the actual duration for which the system was not able to service OICL or the Clients of OICL, due to System or Infrastructure failure as defined by OICL and agreed by the Bidder.
6. "Scheduled Maintenance Time" shall mean the time that the System is not in service due to a scheduled activity as defined in this SLA. The scheduled maintenance time would not be during business hours. Further, scheduled maintenance time is planned downtime with the prior permission of OICL
7. "Incident" refers to any event / abnormalities in the functioning of any of IT Equipment / Services that may lead to disruption in normal operations of the Data Centre, System or Application services.
8. Total Maintenance Cost refers to Sum of FM Manpower Cost and AMC & any other Cost for the entire contract duration.

7.1.2 Interpretation & General Instructions

1. Typical Resolution time will be applicable if systems/components are not available to the OICL's users.
2. The SLA parameters shall be monitored on a monthly basis for the entire contract duration as per the individual SLA parameter requirements. The Bidder is expected to provide the following service levels. In case the service levels defined in the tables below cannot be achieved, it shall result in a breach of contract and invoke the penalty clause.



3. A Service Level violation will occur if the Bidder fails to meet Minimum Service Levels on a monthly basis for a particular Service Level.
4. Quarterly SLAs would be analysed. However, there would be month wise SLAs and all SLA targets have to be met on a monthly basis.
5. Overall Availability and Performance Measurements will be on a quarterly basis for the purpose of Service Level reporting. Month wise “Availability and Performance Report” will be provided by the Bidder for every quarter in the OICL suggested format and a review shall be conducted based on this report. Availability and Performance Report provided to OICL shall contain the summary of all incidents reported and associated performance measurement for that period.
6. The primary intent of Penalties is to ensure that the system performs in accordance with the defined service levels. Penalties are not meant to be punitive or, conversely, a vehicle for cutting fees.

Penalty on Availability Default

Level of uptime per month	Penalty
99.90% and above	No Penalty
99.00% and above but below 99.90%	1% of total cost of Annual Maintenance & Support charges of that quarter payment.
98.00% and above but below 99.00%	2% of total cost of Annual Maintenance & Support charges of that quarter payment.
97.00% and above but below 98.00%	3% of total cost of Annual Maintenance & Support charges of that quarter payment.
95.00 and above but below 97.00%	5% of total cost of Annual Maintenance & Support charges of that quarter payment.
Below 95.00%	10% of total cost of Annual Maintenance & Support charges of that quarter payment.

Penalty shall be calculated on quarterly basis. The penalty on availability default will be subject to an overall cap of 10% of the contract value and thereafter, the contract may be cancelled.

7.1.3 Exception

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

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

8 Disclaimer

This RFP is being issued by OICL for inviting bids for providing Supply, Installation, Integration, Implementation, Migration and Maintenance of Blade Servers, The words 'Tender' and 'RFP' are used interchangeably to refer to this document. The purpose of this document is to provide the Bidder with information to assist in the formulation of their proposal. While the RFP has been prepared in good faith with due care and caution, OICL or any of its employees or consultants do not accept any liability or responsibility for the accuracy, reasonableness or completeness of the information contained in this document. The information is not intended to be exhaustive. Interested parties are required to make their own inquiries. OICL reserves the right not to proceed with the project, to alter the timetable reflected in this document or to change the process or



procedure to be applied. It also reserves the right to decline to discuss the project further with any party submitting a bid. No reimbursement of any cost will be paid to persons, entities submitting a Bid.



9 Annexure

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9.1 Annexure 1: Application form for Eligibility Bid

To
The Deputy General Manager
The Oriental Insurance Company Limited.
IT Dept, 2nd Floor,
"ORIENTAL HOUSE", Head Office,
A-25/27, Asaf Ali Road,
New Delhi-110002

Application form for the Eligibility of the Bidder

Tender Ref. No. OICL/HO/ITD/SERVER/2022/02

Company Details

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

Turnover and Net worth

Financial Year	Turnover (Rs. in Crores)	Net worth

Name: _____

Designation: _____

Date: _____

Signature: _____

Company Seal



9.2 Annexure 2: Technical Experience Details and Reference Form

Tender Ref. No. OICL/HO/ITD/SERVER/2022/02 Dated 25/04/2022

Please attach supporting credentials for each reference provided.

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

Signature: _____

Name: _____

Designation: _____

Date: _____

(Company Seal)



9.3 Annexure 3: Contract Form

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

RFP Document and corresponding Amendments (Reference No: **OICL/HO/ITD/SERVER/2022/02**
Dated)

The Schedule of Requirements and the Requirement Specifications

The Service Level Agreement

The General Conditions of Contract

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

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

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

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

Total Value in words: _____

Total Value: _____

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



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

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

**Company Seal
Witness I**

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

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

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

**Company Seal
Witness II**

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



9.4 Annexure 4: Query Format

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

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



9.5 Annexure 5: Bid Security Declaration

To
The Deputy General Manager
The Oriental Insurance Company Limited.
IT Dept, 2nd Floor,
"ORIENTAL HOUSE", Head Office,
A-25/27, Asaf Ali Road,
New Delhi-110002

Sir,

Reg: Tender Ref No: OICL/HO/ITD/SERVER/2022/02 Dated 25/04/2022

I/We, the undersigned, declare that:

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

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

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

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

Name: _____

Designation: _____

Date: _____

Signature: _____

Company Seal



9.6 Annexure 6: Pro forma for Performance Security

To: (Name of Purchaser)

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

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

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

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

This guarantee is valid until theday of.....

Signature and Seal of Guarantors (Supplier's Bank)

.....

Date.....

Address.....

.....



9.7 Annexure 7: Statement of No Deviation

To

The Deputy General Manager

Information Technology Department

The Oriental Insurance Company Limited

2nd Floor, Head Office, "Oriental House"

A-25/27, Asaf Ali Road

New Delhi - 110 002

Reference: Tender Ref No: OICL/HO/ITD/SERVER/2022/02 Dated 25/04/2022

Sir,

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

Name: _____

Designation: _____

Date: _____

Signature: _____

Company Seal



9.8 Annexure 8: Office locations and service infrastructure facilities

Tender Ref. No. OICL/HO/ITD/SERVER/2022/02 Dated 25/04/2022

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

Name: _____

Designation: _____

Date: _____

Signature: _____

Company Seal



9.9 Annexure 9: Bidder Profile

Tender Ref. No. OICL/HO/ITD/SERVER/2022/02 Dated 25/04/2022

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	
11.	Name of the Authorized Signatory	

Name: _____

Designation: _____

Date: _____

Signature: _____

Company Seal



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

To
The Deputy General Manager
The Oriental Insurance Company Limited.
IT Dept, 2nd Floor,
"ORIENTAL HOUSE", Head Office,
A-25/27, Asaf Ali Road,
New Delhi-110002

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/SERVER/2022/02**
Dated 25/04/2022

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

- a) examine the books, records, information, systems and the internal control environment to the extent that they relate to the service being performed for the company and
- b) access to any internal audit reports or external audit findings for the service being performed for the company.

Name: _____

Designation: _____

Date: _____

Signature: _____

Company Seal



9.11 Annexure 11: Non-Disclosure Agreement

(On Rs.100 Non-Judicial stamp paper)

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

BY AND BETWEEN

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

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

AND

The Oriental Insurance Company Ltd, having its headquarter and Corporate Office at Oriental House, A-25/27, Asaf Ali Road, New Delhi - 110002 (hereinafter referred to as "OICL" which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns) of the OTHER PART.

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

WHEREAS:

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

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

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

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

1. Confidential Information:

(i) "Confidential Information" means and includes all information disclosed/furnished by The Oriental Insurance Company Ltd to the Vendor whether orally, in writing or in electronic, magnetic



or other form for the limited purpose of enabling the Vendor to carry out the proposed Implementation assignment, and shall mean and include data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential"; Provided the oral information is set forth in writing and marked "Confidential" within seven (7) days of such oral disclosure.

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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



undertake to The Oriental Insurance Company Ltd to certify in writing upon request of The Oriental Insurance Company Ltd that the obligations set forth in this Agreement have been complied with.

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

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

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

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

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

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

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

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

All Confidential Information is provided "as is". In no event shall the Oriental Insurance Company Ltd be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by The Oriental Insurance Company Ltd constitutes any



representation, warranty, assurance, guarantee or inducement with respect to the fitness of such Confidential Information for any particular purpose.

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

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

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

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

(_____)

(Designation)

For and on behalf of The Oriental Insurance Company Ltd

(_____)

(Designation)



9.12 Annexure 12: Integrity Pact

(On Rs.100 Non-Judicial stamp paper)

PRE-CONTRACT INTEGRITY PACT

General

This pre-bid pre contract Agreement (hereinafter called the integrity pact is made on

day of the month of _____ 202_, between, on one hand, The Oriental Insurance Company Ltd, having its headquartered and Corporate Office at Oriental House, A-25/27, Asaf Ali Road, New Delhi - 110002, acting through _____, _____ (hereinafter called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in office and assignees) of the first part and M/s _____ represented by Shri _____, authorized signatory of M/s _____ (hereinafter called the "BIDDER/SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the second part.

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

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

Now, THEREFORE,

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

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

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

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

1. Commitments of the BUYER

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



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

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitment as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official (s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

3. Commitment of BIDDERS

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

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

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

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

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

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

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



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

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

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

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

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

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

4. Previous Transgression

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

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

5. Earnest money (security deposit)

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

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

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

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



6. Sanctions for violations

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

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

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

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

7. Fall Clause

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



to any other Public Sector Banks/Insurance Companies in India at a lower price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

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

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

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

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

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

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

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

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

9. Facilitation of Investigation

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

10. Law and place of jurisdiction

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

11. Other Legal Actions

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



12. Validity

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

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

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

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

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



9.13 Annexure 13: Undertaking of Authenticity for Appliance and Equipment Supplies

RFP No: OICL/HO/ITD/Server/2022/02

Date:

To,

The Deputy General Manager
Information Technology Department
The Oriental Insurance Company Limited 2nd Floor,
Head Office, Oriental House A-25/27, Asaf Ali Road,
New Delhi – 110 002

Dear Sir,

With reference to the Supply, Installation, Integration, Implementation, Migration and Maintenance of Blade Servers will be supplied/quoted to you.

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

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

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

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

Name: _____

Designation: _____

Date: _____

Signature: _____

Company Seal



9.14 Annexure 14: Manufacturers Authorization Format

(To be submitted on OEMs Letter Head)

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

RFP No: **OICL/HO/ITD/SERVER/2022/02**

Date:

To,

Deputy General Manager
Information Technology Department
The Oriental Insurance Company Limited 2nd Floor,
Head Office, Oriental House A-25/27, Asaf Ali Road,
New Delhi – 110 002

Subject: Manufacturers Authorization Form Tender Ref No: **OICL/HO/ITD/SERVER/2022/02 Dated 25/04/2022**

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

MAF should broadly cover the following:

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

Yours faithfully,

(Authorized Signatory of Bidder)

Date:

(Company Seal)



9.15 Annexure 15: Undertaking from OEM for Equipment Supplies on time

RFP No: OICL/HO/ITD/SERVER/2022/02

Date:

To,

The Deputy General Manager
Information Technology Department
The Oriental Insurance Company Limited 2nd Floor,
Head Office, Oriental House A-25/27, Asaf Ali Road,
New Delhi – 110 002

Dear Sir,

With reference to the Hardware and software quoted in bid.

We hereby undertake that all the Hardware and software used shall be supplied in 12 weeks from the PO issuance.

Name: _____

Designation: _____

Date: _____

Signature: _____

Company Seal

9.16 Annexure 16: Application Framework

S.No.	Application	DC Location	DR Location	Current State	To be State	Role	Responsibility
1	SAP	Bengaluru	Mumbai	1. Currently SAP is being managed by M/s Atos. SAP is running on Cisco Blade Servers (Windows Platform) supplied and supported by M/s Sify. 2. OICL is in process of Procurement of AMC and FM services of SAP based Application through a separate RFP Process. 3. SAP ECC 6.0 & oracle 11g 4. EMC Vmax 100k	Bidder To Propose	Application Ownership	Atos
						Application Migration	Bidder
						Database Migration	Bidder
						Server hardware	Bidder
						Logistic and shipment	Bidder
						Transit insurance	Bidder
						LAN Integration	Bidder
						Storage Migration & Integration	Bidder
						Backup data and restoration	Bidder
						Application continuity check and validation	Atos
2	EMS, Anti-Virus, Active Directory & Help desk	Mumbai	Bengaluru	Currently EMS, AV Symantec, MS 2012 R2 std AD and Helpdesk solution is being managed by HCL Infosystems Ltd on Cisco UCS Chassis.	Bidder to Propose	Validation of SAP solution – Post Migration <ul style="list-style-type: none"> • App • DB • Backup-Restore 	Atos
						Application Ownership	HCL Infosystems
						Application Migration	Bidder
						Database Migration	Bidder
						Server hardware	Bidder
						Logistic and shipment	Bidder
						Transit insurance	Bidder
						LAN Integration	Bidder



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						Storage Migration & Integration	Bidder
						Backup data and restoration	Bidder
						Application continuity check and validation	HCL Infosystems
						Validation of NOC solution – Post Migration <ul style="list-style-type: none"> • App • DB • Backup-Restore 	HCL Infosystems
3	Web Services	Bengaluru	Mumbai	1-Currently Web Services are being managed by Azentio Ltd on Cisco UCS Chassis. 2-Currently 100 web application is running on Dot net Framework (Aspx,C Sarp asmx, Etc.) 3-bussiones partners such are Motor vehicle OEM, Bank corporates ,Web	Bidder To Propose	Application Ownership	Azentio
						Application Migration	Bidder
						Database Migration	NA
						Server hardware	Bidder
						LAN Integration	Bidder
						Storage Migration & Integration	Bidder
						Backup data and restoration	Bidder
						Application continuity check and validation	Azentio



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				aggregators, Bank insurance partner, digital payment application providers. Insurance regulators, Indian Digitization online services		Validation of NOC solution – Post Migration <ul style="list-style-type: none">• App• DB Backup-Restore	Azentio
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10 Appendix

10.1 Appendix 1: Technical Specifications

S.No	Functional and Technical Requirement	Complied (Yes /No)	Remarks
Blade Servers			
1	Each blade should have two numbers of latest Intel Processors with Min. 24 cores per processor each having Min. 2.0 GHz processor speed.		
2	Motherboard: Intel chipset compatible with the offered processors.		
3	24 DIMM slots per server. A minimum of total 256 GB of memory is required per server.		
4	Advanced ECC protection, Online mirror memory		
5	Each blade should have minimum 2 X 3.2 TB SATA SSD		
6	Blade should have SAS Raid Controller		
7	The server should provide a minimum of 40 Gbps of bandwidth with Converged network adapter ports across two or more cards.		
8	Each Blade should have redundant network Connectivity to all the Chassis Interconnect modules.		
9	Server must be populated with all slots onboard as well as PCI-e with Connectivity cards to offer maximum throughput to the overall Network on Day 1.		
10	The blade server to be provided with card level redundancy		
11	OS Support for Latest version of Microsoft Windows, Red Hat Enterprise Linux (RHEL), VMware		
Chassis			
1	The enclosure should support full height/width and half height/width blades in the same enclosure, occupying a max of 10RU rack height, it should support minimum 8 half height/width blades per blade chassis		
2	The enclosure should be populated with redundant and energy efficient power supplies.		
3	The power subsystem should support N + N / N+1 power redundancy (where N is greater than 1) for a fully populated chassis		
4	Each blade enclosure should have a cooling subsystem consisting of redundant hot pluggable fans or blowers		
5	Should support built-in management software in redundancy		
6	Should provide single management console for all the blade servers across multiple chassis.		



S.No	Functional and Technical Requirement	Complied (Yes /No)	Remarks
7	The chassis should be provided with redundant modules for connectivity		
8	Chassis should have sufficient number of redundant converged modules to provide a minimum FCoE uplink bandwidth of 20Gbps per blade server for a fully populated chassis for converged Traffic.		
9	Chassis should support aggregation of multiple enclosures to consolidate data centre network connections, reduce hardware and to scale network bandwidth across multiple enclosures. The interconnects can be internal or external in either case the interconnects should be provided in redundancy. All the modules/switches for chassis interconnectivity should be in redundancy.		
10	All Network Switch/modules should be populated from day 1 to ensure redundancy and maximum throughput.		
11	Blade chassis management solution may be provided internal / external to the chassis and must provide single console for managing all associated components like Blade Servers, RAID settings, NIC/HBA cards, IO Modules, Power supplies, Fans. Licenses to support the features to be supplied for fully populated chassis.		
12	Centralized Redundant Management solution should be provided so that management of all blade servers across multiple chassis within Data Center can be done from single console. If required, the management of rack servers should be possible from same console. If the management system runs as a virtual machine , then all hardware and software licenses to enable this should be included as part of solution.		
13	Should support auto-discovery of resources within an enclosure and on multiple connected enclosures.		
14	Solution should support templates to quickly make changes to the infrastructure. the server BIOS version, MAC ID, NIC firmware version, WWPN , FC-HBA firmware version , Adapter QoS , Management module firmware version, UUIDs , Server Boot Policies, KVM IP etc. of the infrastructure required for workload		
15	The management software should be used to create resource pools and have the blade resources assigned to the respective resource pools & re-assign resources to effectively utilize infrastructure		



S.No	Functional and Technical Requirement	Complied (Yes /No)	Remarks
16	Role Based Access Control users to define roles and privileges and remote management capabilities including remote KVM should be included		
17	Movement of server identity from one slot / server to another in the event of server failure. The movement of the identity should support both form factors of servers , that is blade to blade and rack to rack		
18	The proposed solution should use AI/ML technology for infrastructure firmware updates & upgrades for the proposed system		
19	The management tool should be able to provide global resource pooling and policy management to enable policy-based automation		
Converged Switch			
1	Bidder must quote pair of converged switches and having minimum ports to support connectivity of set of 4 Chassis. Converged switch must connect Leaf and Spine switches exists in OICL using minimum 10/ 40 Gig SFP+ connectivity. It should connect with SAN switches on minimum 32 Gbps FC ports.		
2	The number of converged switches should be considered appropriately as to provide redundant LAN and SAN connectivity for the proposed blade servers. OICL will provide a total of maximum 4 uplink connectivity to their existing LAN Infrastructure, bidder must ensure that all chassis uplinks are aggregated before connecting to OICL LAN. Any additional hardware supplied must meet the specifications of the Converged Switch as per this RFP.		
3	Converged Switch should be supplied with minimum 48 number of ports. Same switch should provide 10G/25G Ports, 40G ports and 16G/32G FC ports for connecting servers to the LAN and SAN environment. Minimum 16 number of 16G/32G FC ports must be supplied to OICL.		
4	Support redundant hot swappable/hot replaceable power supplies and fans.		
Virtualization			
1	Bare Metal Solution Sits directly on the bare metal server hardware with no dependence on a general-purpose OS for greater reliability & security.		



S.No	Functional and Technical Requirement	Complied (Yes /No)	Remarks
2	Guest OS Support Heterogeneous Guest OS support including but not limited to: <ul style="list-style-type: none">•Windows 2008 R2•Windows 2012•Windows 2012 R2•Windows 2016•Windows 2019• Red Hat 6/7•CentOS 6/7• Ubuntu 16/18/19/20• SLES 12/15 This support and certification should be from OS as well as hypervisor vendor public listed. Windows client, Windows Server, Linux (at least Red Hat, SUSE, Ubuntu and CentOS) etc.		
Availability			
3	Live Virtual Machine migration between different generations of CPUs in the same cluster with and without the need for shared storage option. Should support Live Virtual Machine migration long distances from one site to another (up to 150 milliseconds round trip time) with no disruption to users or loss of services, eliminating the need to schedule application downtime or business downtime.		
4	Live migration of VM disk from one storage array to another without any VM downtime. Support this migration from one storage protocol to another eg: FC, NFS, iSCSI, DAS.		
5	Proactive High availability capability that utilizes server health information and migrates VMs from degraded hosts before problem occurs.		
6	Should support HA for migration of VMs in case one server fails all the Virtual machines running on that server shall be able to migrate to another physical server running same virtualization software. Should support HA for VMs with a pass through PCIe device or a NVIDIA vGPU.		
7	It should support affinity and anti-affinity rules to set constraints that restrict placement of a virtual machine to a subset of hosts in a cluster and to keep virtual machines paired or separated.		
Performance			
8	Add CPU, Memory & devices to virtual machines on the fly when needed, without disruption or downtime of working VMs for both windows and Linux based VMs.		



S.No	Functional and Technical Requirement	Complied (Yes /No)	Remarks
9	Create a cluster out of multiple storage datastores and automate load balancing by using storage characteristics to determine the best place for a virtual machine's data to reside, both when it is created and when it is used over time.		
10	Support for persistent memory, exposing it as block storage or as memory, to enhance performance for new as well as existing apps		
11	Should support features like DRS which run every minute and provides workload balancing and fault tolerance at VM level. Solution should have the capability of dynamically consolidating workloads by powering off hosts with low utilization and consolidate the VM's on a Single host		
12	Should support network and storage QoS to ensure performance on per VM basis		
	Security		
13	VM-level encryption with no modifications in guest OS to protect unauthorized data access both at-rest and live vmotion.		
14	Should support TPM 2.0 and secure boot which provides protection for both the hypervisor and guest operating system by ensuring images have not been tampered with and preventing loading of unauthorized components.		
15	Should support Intel Software Guard Extensions (SGX) which allows applications to work with hardware to create a secure enclave such that things like encryption key cannot be viewed by the guest OS or hypervisor.		
16	Should support Integration of 3 rd party endpoint security to secure the virtual machines with offloaded antivirus, antimalware, firewall and hips solutions without the need for agents inside the virtual machines.		
17	Storage support Support boot from iSCSI, FCoE, and Fiber Channel SAN. Integration with Storage API's providing integration with supported third-party data protection, multi-pathing and disk array solutions.		
	Virtual Switch		
18	Should provide a centralized virtual switch which span across a virtual datacenter and multiple hosts should be able to connect to it. This should simplify and enhance virtual-machine networking in virtualized environments.		
19	In-built enhanced host-level packet capture tool which will capture traffic at uplink, virtual switch port and virtual NIC level. It should also be able to capture dropped packets and trace the		



S.No	Functional and Technical Requirement	Complied (Yes /No)	Remarks
	path of a packet with time stamp details.		
20	Management Should provide restful APIs which can be consumed with any automation tool like Puppet, Chef, Ansible.		
21	Disaster Recovery Provide Efficient array-agnostic replication of virtual machine data over the LAN or WAN. This Replication should simplify management enabling replication at the virtual machine level and enabling RPOs as low as 15 minutes.		
	Management & Automation		
22	Should provide unified management of performance, capacity, and compliance for the proposed platform via a role-based web interface		
23	Should provide the ability to identify and report on over-sized, under-sized, idle and powered-off virtual workloads so that the environment can be right-sized, and resources can be reclaimed.		
24	Should provide predictive analytics capabilities to understand baselines and model capacity and demand for accurate forecasting of infrastructure requirements.		
25	Should provide recommended actions for known problems with the ability to add custom alerts/notification.		
26	Should have reporting features for current capacity usage, potential optimizations, physical resource availability, available headroom for expansion.		
27	Should give explanations and recommended solutions to performance, capacity, and configuration problems. It should be possible to associate workflows with alerts to automatically initiate corrective measures at critical thresholds.		
28	Should provide prebuilt and configurable operations dashboards to provide real-time insight into infrastructure behavior, upcoming problems, and opportunities for efficiency improvements.		
29	Should be able to perform Root Cause Analysis and correlation charts to detect deep issues with individual virtual machine, including Automated and Guided Remediations		



S.No	Functional and Technical Requirement	Complied (Yes /No)	Remarks
30	Should provide the ability to balance workloads across clusters of hosts for optimum usage of resources from a capacity & performance standpoint.		
31	Should preemptively rebalance workloads in advance of upcoming demands and spikes, eliminating resource contention before it happens thus ensuring that workloads get the resources that they always need.		
32	Should provide resource reclamation functionality which identifies and reclaims inactive and abandoned resources by automating the decommissioning and reuse of retired resources. It should also provide reclamation savings reports which would enable cost savings		
33	Should have capacity analytics which provide "What If" scenarios to identify the resource shortfall and do Capacity Planning for Future workload requirements.		
34	The solution shall provide a single pane of glass for automated provisioning with model-based orchestration of virtualized workloads		
35	The Solution should be multi-tenant and be able to manage roles in a multi-DC, multi-user environment. Users/Tenants should be able to configure their own cloud credentials		
36	The self-service portal should include catalog of services that are provided to the users for consuming the data center resources and deploy the required workload/services in an automated manner		
37	The proposed solution should monitor organizational usage, trends and capacity, monitor across the infrastructure stack on a continuous basis to improve capacity planning, utilization & management. The solution should show virtual machine (VM) utilization across all your data centers, identify underutilized, over utilized resources		
38	The solution should provide unified dashboards, reports which reduce troubleshooting and performance bottlenecks. It should provide set of compute policies (vCPUs, CPU, Memory reservations, CPU, Memory limit) & provide with resizing options (vCPUs, no of cores to be configured for a VM, etc.)		
39	The solution should provide native reporting capability & should also provide ability to customize reports and exporting them to multiple formats		
40	The solution shall integrate with Active Directory (AD) to allow importing existing users and groups in addition to creation of local users in the user portal.		



S.No	Functional and Technical Requirement	Complied (Yes /No)	Remarks
41	The solution shall allow administrators to manage and reserve (allocate a share of the memory, CPU and storage) resources for a group of virtual machines to use.		
42	The solution shall support provisioning workloads across multi-vendor physical x86 hardware to form a robust private cloud		
43	Physical Server Management The solution should be able to monitor & manage physical servers from leading server platforms. It should be able to discover & monitor server configurations, manage server lifecycle, perform server use trending & capacity analysis		
44	Network Management The solution should be capable to support in future integration with SDN solutions and provide load balancing, firewall rules, routing capabilities on-demand basis		
45	Storage Management The Solution should be able to monitor the storage utilization on a VM, host, cluster and data center level and also indicate the IOPS on VM level to help arrest resource contention issues.		
46	Container Management The proposed solution with same mgmt. interface should have the capability in future to provide enterprise grade supported lightweight container management platform for production grade environments, powered by Kubernetes to reduce the complexity of configuring, deploying, securing, scaling, and managing containers.		
47	VM Resource Management The solution should provide an VM resource management solution that dynamically defines and controls the environment to assure application performance at maximum efficiency by ensuring underlying infrastructure is at optimal state		
48	The solution should provide a discovery engine that provides Real Time Discovery and Topology view from Virtualized infrastructure		
49	The proposed solution should understand the Optimal & Desired state of health for the environment and dynamically provide accurate automatable recommendations the Decision Analysis		
50	The solution should proactively predict and prevent workload impacting events that continually balance the tradeoffs to eliminate or reduce resource contention and ensure the		



S.No	Functional and Technical Requirement	Complied (Yes /No)	Remarks
	environment remains in the Desired State by recommending actions on performance, scale & compliance		
51	The solution should provide vertical scaling of workloads and automate provisioning of infrastructure resources.		
52	The solution should access information about the managed VM's, Hosts, datastores and execute commands such as provisioning, resizing or reconfiguring entities in the environment. can perform system monitoring, report on wasted storage, recommend actions, execute moves for VMs and VM storage, and execute VM reconfiguration (change CPU count, memory, etc.).		
53	The solution should have ability to accurately forecast future hardware requirements (Storage and Compute) by taking into account the relationship between sizing, placement and capacity across all infrastructure		
54	The solution should be provided for minimum 100 VM's (approx.) with 6 year's subscription for the entire environment where workloads can be deployed across DC and DR		
55	The solution must provide email notifications such that approvals/rejections requests can be made		

10.2 Appendix 2: Commercial Bill of Material

S.No.	Guidelines
I	Overall
1	The bidder is expected to quote the costs for all items required for fully complying with the requirements of the RFP in the respective sections of the price bid. The prices for the respective sections would be deemed to include all components as per SOW and RFP Requirements.
2	OICL is not responsible for any arithmetic errors in the commercial bid details sheet committed by the short-listed bidders, however, if there are any computational errors, OICL will evaluate the Bid as per provisions contained under RFP document.
3	The bidder is expected to specify the type of licenses along with the details with respect to quantity/rate/etc., wherever applicable.
4	In case the bidder includes/combines any line item as part of any other line item in the commercial bid, then this has to be clearly mentioned in the description indicating the line item which contains the combination
5	The bidder has to quote for each line item. If any line item is part of the solution proposed in the RFP response, it has to be referenced. If it is not applicable, then the Bidder has to mention Not Applicable (NA).
6	The bidder has to quote for each line item exclusive of taxes . 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, Octroi / 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.
7	The Bidder may insert additional line items as applicable based on the solution offered in the respective tabs
8	The Bidders should quote as per the format of Bill of Material ONLY and a masked replica of the Bill of Material should be enclosed in the technical bid.
9	Bidder is required to cover component by component licensing details for each of the software components proposed to OICL.
10	The masked Bill of Materials which would be submitted as part of the Technical Bill of Material should contain "XX" for ALL the corresponding commercial values that will be present in the unmasked Bill of Material that will be part of the Commercial submission.
11	All amounts in the Bill of Material should be in INR
12	The Bidder should to the extent possible stick to the same structure of the Bill of Material. Hence OICL does not expect the bidders to delete necessary rows.
3	The license type has to be clearly described in the Type of License column



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Summary of Costs

#	Particulars	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total Amount
1	Infrastructure Cost (A)							
2	AMC, ATS & Other Cost (B)							
3	FM Manpower Cost (C)							
4	Buy Back Cost (D)							
	Total Amount ((A+B+C)-D)							

Amount in Words:

Infrastructure Cost (A)

Production Environment																			
		YEAR 1			YEAR 2			YEAR 3			YEAR 4			YEAR 5			YEAR 6		
Cost at Data Center	Description (OEM Name, Solution Name, Version, Edition, Licensing Metrics)	Quantity	Rate (INR)	Total Amount (INR)	Quantity	Rate (INR)	Total Amount (INR)	Quantity	Rate (INR)	Total Amount (INR)	Quantity	Rate (INR)	Total Amount (INR)	Quantity	Rate (INR)	Total Amount (INR)	Quantity	Rate (INR)	Total Amount (INR)
Option 1																			
	Cisco UCS Blade Server	16																	
	FI																		



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Servers

Production Environment																			
		YEAR 1			YEAR 2			YEAR 3			YEAR 4			YEAR 5			YEAR 6		
Option 2																			
Chassis		As per solution require ment																	
Blade Server		16																	
Converge Switch		As per solution require ment																	
Common Across Both Options																			
Managem ent and Automation		As per solution require ment																	
Virtualizatio n		12 Socket																	
Windows Data Center Edition (per Core license)		192																	
RHEL Latest Edition (OS Instance)		1																	
One Time Implementa tion Cost																			
Migration Cost																			



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Servers

Production Environment																				
		YEAR 1			YEAR 2			YEAR 3			YEAR 4			YEAR 5			YEAR 6			
Training																				
Any Other (Please specify)																				
Total Cost (A)																				
Cost at Disaster Recovery Center	Description (OEM Name, Solution Name, Version, Edition, Licensing Metrics)	Quantity	Rate (INR)	Total Amount (INR)	Quantity	Rate (INR)	Total Amount (INR)	Quantity	Rate (INR)	Total Amount (INR)	Quantity	Rate (INR)	Total Amount (INR)	Quantity	Rate (INR)	Total Amount (INR)	Quantity	Rate (INR)	Total Amount (INR)	Total Amount for 6 years (INR)
Option 1																				
Cisco UCS Blade Server		16																		
FI																				
Option 2																				
Chassis		As per solution requirement																		
Blade Server		16																		



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Servers

Production Environment																			
		YEAR 1			YEAR 2			YEAR 3			YEAR 4			YEAR 5			YEAR 6		
Converge Switch		As per solution requirement																	
Common Across Both Options																			
Management and Automation		As per solution requirement																	
Virtualization		12 Socket																	
Windows Data Center Edition (per Core license)		192																	
RHEL Latest Edition (OS Instance)		1																	
One Time Implementation Cost																			
Migration Cost																			
Training																			
Any Other (Please specify)																			
Total Cost (B)																			
Total (A+B)																			



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Production Environment							
		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6

* Bidders need to quote only one option either option 1 or option 2 as per given specifications in Appendix 2.

*Bidders need to ensure price for RHEL OS instance will be valid for 3 Years from the date of PO.

AMC, ATS & Other Cost (B)

Particulars	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total Amount of 6 yrs. (INR)
AMC/ATS at Data Center							
Option 1							
Cisco UCS Blade Server							
FI							
Any other (Please specify)							
Option 2							
Chassis							
Blade Server							
Converge Switch							
Any other (Please specify)							
Common Across Both Options							
Management and Automation							
Virtualization							
Windows Data Center Edition (per Core license)							
RHEL Latest Edition (OS Instance)							
One Time Implementation Cost							



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Migration Cost							
Any Other (Please specify)							
Total (AMC/ATS at DC) (A1)							
AMC/ATS at Disaster Recovery Center							
Solutions	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total Amount of 6 yrs (INR)
Option 1							
Cisco UCS Blade Server							
FI							
Option 2							
Chassis							
Blade Server							
Converge Switch							
Common Across Both Options							
Management and Automation							
Virtualization							
Windows Data Center Edition (per Core license)							
RHEL Latest Edition (OS Instance)							



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One Time Implementation Cost							
Migration Cost							
Any Other (Please specify)							
Total (AMC/ATS at DR) (B1)							
Total Cost ATS Cost G1 = (A1+B1)							

**Bidders need to quote only one option either option 1 or option 2 as per given specifications in Appendix 2.*

FM Manpower Cost (C)

		YEAR 1				YEAR 2				YEAR 3				YEAR 4				YEAR 5				YEAR 6				
Description	Location	No. of Resource per shift (a)	No. of Shifts (b)	Rate per shift (INR) (c)	Total Amount (INR) (d=a*b*c)	No. of Resource per shift (a)	No. of Shifts (b)	Rate per shift (INR) (c)	Total Amount (INR) (d=a*b*c)	No. of Resource per shift (a)	No. of Shifts (b)	Rate per shift (INR) (c)	Total Amount (INR) (d=a*b*c)	No. of Resource per shift (a)	No. of Shifts (b)	Rate per shift (INR) (c)	Total Amount (INR) (d=a*b*c)	No. of Resource per shift (a)	No. of Shifts (b)	Rate per shift (INR) (c)	Total Amount (INR) (d=a*b*c)	No. of Resource per shift (a)	No. of Shifts (b)	Rate per shift (INR) (c)	Total Amount (INR) (d=a*b*c)	Total Amount for 6 years (INR)
L1 - Server Management	DC	1	3			1	3			1	3			1	3			1	3			1	3			
L1 -	D	1	3			1	3			1	3			1	3			1	3			1	3			



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		YEAR 1				YEAR 2				YEAR 3				YEAR 4				YEAR 5				YEAR 6				
Descri ption	Lo ca tio n	No. of Res our ce per shif t (a)	N o. of S hi ft (b)	Rat e per res our ce per shi ft (IN R) (c)	Total Amou nt (INR)(d=a* b*c)	No. of Res our ce per shif t (a)	N o. of S hi ft (b)	Rat e per res our ce per shi ft (IN R) (c)	Total Amou nt (INR)(d=a* b*c)	No. of Res our ce per shif t (a)	N o. of S hi ft (b)	Rat e per res our ce per shi ft (IN R) (c)	Total Amou nt (INR)(d=a* b*c)	No. of Res our ce per shif t (a)	N o. of S hi ft (b)	Rat e per res our ce per shi ft (IN R) (c)	Total Amou nt (INR)(d=a* b*c)	No. of Res our ce per shif t (a)	N o. of S hi ft (b)	Rat e per res our ce per shi ft (IN R) (c)	Total Amou nt (INR)(d=a* b*c)	No. of Res our ce per shif t (a)	N o. of S hi ft (b)	Rat e per res our ce per shi ft (IN R) (c)	Total Amou nt (INR)(d=a* b*c)	Tot al A mo un t for 6 ye ars (IN R)
Serve r Mana geme nt	R																									
Any Other (Pleas e specif y)																										
Grand Total																										

Buy Back Cost (D)

#	Particulars	Total Amount
	In Case of Option 1	
1	DC- Blade Server	
2	DR- Blade Server	



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#	Particulars	Total Amount
	In Case of Option 2	
1	DC- Blade Server	
2	DC- Blade Chassis	
3	DC- FI	
4	DR- Blade Server	
5	DR- Blade Chassis	
6	DR- FI	
	Total Buy Back Cost (option 1 or option 2)	

**Bidders can only quote for one option- either option 1 or option 2*