

# The Oriental Insurance Company Limited

Head Office, New Delhi



Request for Proposal

For

Supply, Installation, Implementation, Integration and Maintenance of  
Hardware Security Module (HSM) Technology solution for Digital  
Signatures and Key Management solution for Encryption

(Tender Reference No.: OICL/HO/ITD/HSM/2022/01 Dated 19/04/2022)

## **Information Technology Department**

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

CIN- U66010DL1947GOI007158  
[www.orientalinsurance.org.in](http://www.orientalinsurance.org.in)



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**Non-Refundable Tender Fee**

**Non-Transferable Receipt**

**To be filled by OICL Official**

<b>Tender Ref. No.</b>	<b>OICL/HO/ITD/HSM/2022/01 Dated 19/04/2022</b>
<b>Date of Issue</b>	
<b>Tender Issued to Bidder</b>	
<b>Draft No.</b>	
<b>Date</b>	
<b>Draft Amount</b>	
<b>Bank Name</b>	
<b>Name of OICL Official</b>	
<b>Designation of OICL Official</b>	
<b>Signature</b>	
<b>OICL Official</b>	<b>Bidder's Representative with Contact No. and Date</b>



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



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**This tender document is not transferable.**

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

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

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

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## Purpose of this Document

The purpose of this Request for Proposal (hereafter referred to as “RFP”) is to define scope of work for the Bidder for providing HSM technology based solution for Digital Signature and Enterprise class Key Management Solution for Encryption purposes.

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
BFSI	Banking, Financial Institution and Insurance Company
Bidder	Single point appointed by OICL for this RFP
CVC	Central Vigilance Commission
DC	Data Centre
DO / BO / SVC	Divisional Office / Branch Office / Service Centre
DRS/DRC/DR	Disaster Recovery Site
EC / MO	Extension Counter / Micro Office
FLR	First Level Response
HO	Head Office
INR	Indian Rupees
IP	Internet Protocol
IT	Information Technology
LAN	Local Area Network
Mbps	Million Bits per Second
MPLS	Multi-Protocol Label Switching
OEM	Original Equipment Manufacturer
OICL	Oriental Insurance Company Limited
OS	Operating System
PO	Purchase Order
RFP	Request for Proposal
RO	Regional Office
SEM	Search Engine Marketing
SEO	Search Engine Optimization
SIEM	Security Information and Event Management
SME	Subject Matter Expert
SOW	Scope of Work
T&C	Terms & Conditions
TCO	Total Cost of Ownership
TO	Technical Offer
ToR	Terms of Reference
UAT	User Acceptance Test
VAPT	Vulnerability Assessment and Penetration Testing



## **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](http://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 bids from eligible Bidders for selection of vendor for HSM technology based solution for generation of digitally signed Policy documents through core insurance solution and Enterprise class Key Management Solution for Encryption purposes.

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 Limited (OICL) intends to select a bidder for HSM technology based solution for generation of digitally signed Policy documents through core insurance application and Enterprise class Key Management Solution for Encryption purposes.

OICL intends that the contract, which is contemplated herein with the Bidder, shall be for a period of six years further extendable for one more year on mutually agreed terms and conditions.



### 1.3.1 Schedule of Events

General Details																	
Department's Name	Information Technology Department																
Scope of Work	Selection of Vendor for procurement of HSM technology based solution for Digital Signature and Key Management solution for Encryption																
Tender Details	Request for Proposal for procurement of HSM technology based solution for Digital Signature and Key Management Solution for Encryption																
Tender Type	Open																
Tender No.	OICL/HO/ITD/HSM/2022/01 Dated 19/04/2022																
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	19/04/2022																
Document Purchase End Date and Time	17/05/2022, 3:00 PM																
Last Date and Time for receipt of pre-bid queries	25/04/2022, 3:00 PM																
Pre-Bid Meeting Date, Time and Location*	28/04/2022, 3:00 PM																
Last Date and Time for submission of Bids	17/05/2022, 3:00 PM																
Date and Time of Eligibility cum Technical Bid Opening	17/05/2022, 3:30 PM																
Presentation by Qualified Bidders	Will be communicated																
Opening of Commercial bid	Will be communicated																
Declaration of L1 Bidder	Will be communicated																
Payment Details																	
Tender Fees (INR)	<p>INR 5,000 (Rupees Five Thousand only) by crossed Demand Draft/Banker's Pay Order/ Online transfer in favour of "The Oriental Insurance Company Limited" payable at New Delhi. The RFP Document Price is non-refundable and inclusive of taxes.</p> <p>In case of Online transfer:</p> <table border="1"> <tr> <td>Name of Bank A/c (i.e. beneficiary)</td><td>The Oriental Insurance Company Limited</td></tr> <tr> <td>Name of the Bank</td><td>UCO Bank</td></tr> <tr> <td>Address of the Bank</td><td>4/2B, Asaf Ali Road Near Delite Cinema, New Delhi – 110002</td></tr> <tr> <td>Bank Branch Name</td><td>Asaf Ali Road</td></tr> <tr> <td>Account type</td><td>Current</td></tr> <tr> <td>Account No</td><td>01150200000009</td></tr> <tr> <td>IFSC Code</td><td>UCBA0000115</td></tr> <tr> <td>Nine digit MICR Code No</td><td>110028003</td></tr> </table> <p>(Exempt for eligible entities (i.e. MSME/NSIC), as per</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
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Account type	Current																
Account No	01150200000009																
IFSC Code	UCBA0000115																
Nine digit MICR Code No	110028003																



General Details	
	<i>Government of India Guidelines, subject to submission of the relevant certificate. Certificate shall be valid on the date of Bid Submission)</i>
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: <a href="mailto:tender@orientalinsurance.co.in">tender@orientalinsurance.co.in</a>

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

*\*The Pre-bid meeting will be held via video-conferencing and link for the same will be 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.

#### 1.4 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. 5,000/- (Rupees Five thousand only) [Exempt for eligible entities (i.e. MSME/NSIC), as per Government of India Guidelines, subject to submission of the relevant certificate. Certificate shall be valid on the date of Bid Submission] by crossed Demand Draft/ Banker's Pay Order/ Online Transfer in favor of "The Oriental Insurance Company Limited" payable at New Delhi. **Tender fee is inclusive of all taxes.**

In case of Online transfer, requisite details are 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.

### 1.5 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. 50 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 27001:2013 ISO 20001certificates on the date of submission of bid	Copy of relevant certifications
6	The Bidder should not be blacklisted by any Government/BFSI/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	Bidder or OEM should have implemented similar solution in at least three BFSI companies with atleast 200 branches/offices in India during the past five years	1. Copy of original PO / Contract highlighting the following details: a) Date of PO / Contract b) Name of Parties c) Scope of Work 2. Completion Certificate or Installation Report or Satisfactory Progress of project from client.
10	The bidder/OEM should have their own Support and Services Center based in Bengaluru and Mumbai.	Self-Declaration



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

## 1.6 Project Timelines

The Project Manager/Coordinator shall submit weekly report on the progress of the project to OICL and apprise 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.





S.No.	Activity	Time Period for Completion
1	Supply and delivery of Appliance, Software and Hardware at DC and DR	Deliver at OICL respective locations within 6 weeks from the date of issuance of Purchase Order
2	Installation, configuration and commissioning of the solution and hardware at DC and DR specified locations	Within 8 Weeks from the date of issuance of purchase order
3	Creation and installation of Class 3 Company type Digital Signature in the Company prescribed locations (DC & DR)	Within 10 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

## 1.7 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.

## 1.8 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 Scope for Digitally Signing of Documents using HSM technology

These documents (namely Policy Schedule, Collection Receipt, Terms & Conditions Document, etc.) that are generated on a real time basis by the OICL's Core Insurance System (INLIAS) are required to be digitally signed in real time as these are shared with customers.

The module has to be capable of storing different types/classes of digital signatures. It has to instantly sign documents on a real time basis and should integrate with the OICL Applications.

#### Solution Capabilities

- Incorporate Digital Signature on the document.
- Digital Signing facility should be available in both Batch (bulk) and online mode.
- System should be capable of signing multiple pages in the same document.
- System should be capable of signing multiple formats including PDF, Zip files etc.
- System should be capable of signing with multiple signatures on the same document.
- System should be capable of incorporating the signature in the specified position in the document.



- vii. The system should be able to incorporate the signature(s) without the need of physically attaching the USB token.
- viii. System should store the signature in secure manner to avoid intrusion, extraction and tampering with the signature.
- ix. System should provide audit reports for signatures incorporated.
- x. System should have error logs for identifying any errors during document processing.
- xi. System should have measures to control the documents which can be signed.
- xii. No un-authenticated document should be allowed to be signed.
- xiii. System should provide connectors to automatically trigger the batch using scheduling tools to avoid any manual execution.
- xiv. System should support online (real-time) incorporation of digital signature.
- xv. Should be able to send the daily status report of success & failure.
- xvi. System should have Security level based access control.

Currently OICL issues approx. 1 lakh policies/digitally signed documents to its customers or third parties on daily basis. This number is expected to grow by 20 percent annually and bidder needs to factor the same while sizing of the solution.

## 2.2 Scope for key Management Solution

KMS will be a hardened virtual/physical appliance offering the industry leading enterprise key management solution enabling OICL to centrally manage encryption keys for both on premise as well as cloud requirements, provide granular access control and configure security policies. It will manage key lifecycle tasks including generation, rotation, destruction, import and export, provide role-based access control to keys and policies, support robust auditing and reporting.

The Key Management solution must have the capabilities to protect data against the physical theft of disk drives or Storage systems through it's support of standards-based (KMIP) encryption systems that are deployed with embedded encryption solutions ensuring that even if the disk drives (physical or virtual) are stolen, the data stored within them remains protected against unauthorized access.

- i. Selected bidder shall install the key management solution & associated components.
- ii. Every application that will be on-boarded to the service must have a unique cryptographic key associated with it for encryption/decryption which is to be stored in a Key Management Appliance Software secured with a FIPS 140-2 level-3 or above compliant Hardware Security Module at all times. Unauthorized access to the keys should be restricted.
- iii. Proposed solution should allow encryption/decryption only after successful verification of credentials which should be certificate based or any other such secure robust mechanism not prone to tampering or eavesdropping.
- iv. Detailed logging and audit tracking of all key state changes administrator access and policy changes. Support for multiple log formats (RFC-5424, CEF, LEEF) for easy integration that can be consumed by leading 3rd party SIEM tools like HP Arcsight, RSA Archer or McAfee etc. Option to extract raw logs must be available.



- v. Applications should be restricted by roles (user and application) to control who can encrypt decrypt or perform search operations.
- vi. Granular authorization capabilities that enable constraints to be placed on user operations based on specific key permissions.
- vii. To ensure optimal data protection, solution provided must support the 'Bring Your Own Key (BYOK)' model or "Host your own Key (HYOK)" and take end-to-end responsibility of securely storing and managing the encryption keys used by its "Cloud Service Providers(CSPs)" during the encryption process on-premise on a FIPS 140-3 or above certified Key Management appliance.
- viii. Solution must be able to implement a centralized key management platform that would not only securely store the keys separately from the encrypted SaaS & PaaS data but also manage the keys efficiently throughout their entire lifecycle separately on an external key manager which is owned and managed by OICL.
- ix. Solution provided should have the ability to synchronize on-premise Keys in real-time with CSP based KMS services for Azure, Google cloud, Oracle cloud and AWS etc. with complete automation and audit logging and monitoring using BYOK API's.
- x. Solution must be capable to provide data-at-rest encryption for file/folder level encryption on IAAS and on-premise data storage.
- xi. Currently OICL uses oracle's TDE feature for the encryption. The proposed solution should support creation of a user-defined master encryption key instead of TDE master encryption key which generated in database itself and should be integrated with existing TDE feature for oracle database version 18C or above.
- xii. OICL may in future moves its enterprise email solution (Ms Exchange 2013) to leading cloud based email solution provider. The proposed solution must have the capabilities for multi-cloud/hybrid-cloud/private-cloud/public-cloud key management and encryption functionality from day-1.
- xiii. In case of virtual appliance for KMS solution, bidder needs to right size the hardware requirement along with necessary licenses for the period of contract. OICL will provide rack space and required power.

## 2.3 General Scope

- i. The scope of work covers end-to-end supply of devices (including related software also) with all its components including required patch cord, electrical and LAN cabling etc., installation, commissioning, Testing, Configuration and Maintenance of the HSM Solution and KMS at the locations specified by OICL for its Data Center (DC) & Disaster Recovery (DR) sites.
- ii. The successful bidder shall supply and install a Class 3 Digital Signature type on the HSM modules.



- iii. The successful bidder is responsible for creation and uploading of Digital Signatures for senior management of OICL in HSM Devices as per the CCA guidelines published from time to time.
- iv. The successful bidder shall adhere to best practice standards for the provisioning of services and testing of all functional/vulnerabilities from time to time.
- v. The proposed solutions (HSM and KMS) has to be deployed in a high availability mode at DC and stand-alone at DR.
- vi. 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 centre will operate 24\*7\*365
- vii. A detailed escalation plan shall have to be submitted before the commissioning of the services, consisting of not more than 4 tiers from helpdesk to Global/Country Service Manager.
- viii. After successful implementation, bidder should appoint a project manager for OICL, who will act as act as a single point of contact for OICL.
- ix. 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).
- x. 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.
- xi. Successful bidder should guarantee a quarterly uptime of 99.9% for the entire solution from the date of go-live.
- xii. 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.
- xiii. 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. This will include future plans for IPV4-to IPV6 migration.
- xiv. Vendor shall plan all the activities to be carried out during the Disaster recovery drill with a prior permission from OICL as and when required.
- xv. Vendor is responsible for carrying out disaster recovery drills on quarterly basis.
- xvi. 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.
- xvii. The bidder should submit solution document as a part of technical bid. The contents of solution document should include but not limited to solution architecture with detailed explanation of all components.
- xviii. 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.
- xix. Bidder is required to provide an experienced team with similar project experience.
- xx. The Bidder will have to provide full operational, maintenance and technical support during the entire period of the contract.
- xxi. In the event that 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.
- xxii. In the event that 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.



- xxiii. The bidder shall ensure that any new version/update/service pack/upgrade of the proposed HSM & KMS when released by the OEM, the same has to be communicated by OEM/ bidder within seven (7) days of such release, to OICL during the contract period.
- xxiv. Bidder will provide the sizing for anti-virus software required for successful implantation of HSM and KMS, OICL will provide the required anti-virus licenses.
- xxv. 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.
- xxvi. 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.
- xxvii. 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.
- xxviii. The bidders shall also provide the following documents as part of the deliverables of the project
- a. Original manuals of all proposed hardware/software/applications.
  - b. Standard Operating Procedures.
  - c. Installation & Technical Configuration Documents.
  - d. Network & Security Design Documents (Will be approved by OICL).
  - e. Troubleshooting Manual.
  - f. Executive summary report for the project to the management.
  - g. Functional and operational requirements.
  - h. Project design/plan
  - i. Product description.
  - j. Guidance for best practices, implementation guidelines.
  - k. Risk Register, RACI Matrix and Business impact analysis.
  - l. User acceptance test plan, if any.
  - m. Training materials.
  - n. Once a year health check-up report by OEM.
  - o. HLD/LLD
  - p. DR Procedure plan
- xxix. The bidder shall implement all the functionalities proposed in the technical specifications & demonstrate the same to OICL team for complete sign off the solution.
- xxx. The bidder needs to integrate proposed solution with existing security solutions of OICL such as McAfee SIEM and Arcon PAM etc.
- xxxi. Bidder needs to be provide OS/DB/Server Hardening Document which should with OICL Security Policy.
- xxxii. The bidder should provide the complete documentation including technical, operations, user manual, design documents, process documents, technical manuals, functional specification, system configuration documents, system/database administrative documents, debugging/ diagnostics documents, test procedures etc.
- xxxiii. If there are any upgrades to the source systems, then it will be bidder's responsibility to ensure that appropriate integration and on-call/ on-line support in deployment is provided without affecting the normal course of business.
- xxxiv. 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.
- xxxv. Closing of gaps identified during VA-PT activity carried out by annually.
- xxxvi. Software/Application delivery must coincide with the delivery of hardware.

## 2.4 Warranty & Annual Maintenance Contract

- i. The Bidder will be the single point of contact and responsible for Support Services, AMC, ATS, guarantee & warranty 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 need to be covered under **three year on-site warranty from the date of installation** and post warranty period bidder needs to quote for applicable **AMC support for next three years**. The proposed HSM device 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 six years**.
- iv. All software need to be covered under **three year warranty** post which the Bidders need to quote for applicable ATS.
- v. The bidder shall perform periodic preventive maintenance activities once in a quarter on all the equipment under AMC. The scope shall cover the periodic cleaning, health check-up, performance matrices and replacement of parts that are subject to wear and tear, including any abnormality issue in the device observed during preventive maintenance without any extra cost to OICL.
- vi. The bidder shall coordinate in advance with the concerned officers/ officials of the concerned site for the suitable day and time for such preventive maintenance.
- vii. Preventive Maintenance and support to the Hardware /Software shall include replacement of worn-out parts/sub-parts, health-checkup, checking diagnostic etc. 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.
- viii. The bidder shall install/integrate with all necessary security solutions/service management solutions and other authorized softwares rolled out by OICL as and when required. The bidder shall perform the integration without any extra cost to OICL.
- ix. The bidder shall replace the parts with original spares of the original brand/make/model. A working HSM or peripheral will have to be provided by the vendor to facilitate temporary replacement.
- x. The bidder shall perform shifting of HSM and KMS devices within the identified/centralized locations of OICL as and when required. During shifting the bidder shall ensure no downtime and the bidder will have to arrange for suitable replacement of the respective hardware. The vendor shall be responsible for any loss or damage caused to any of the HSM and KMS devices owing to negligence on his part.
- xi. The bidder shall be responsible to make all HSM and KMS setup work satisfactorily throughout the contract period and to hand over the systems in working condition to OICL after expiry of the contract. In case any damage is found after the expiry of contract period but arose during the valid contract period, the bidder is liable to rectify the same even after the expiry of the AMC period.
- xii. 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.
- xiii. During the tenure of the Contract the 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.





- xiv. The products & services offered must include comprehensive on-site warranty as provided by the OEM from the date of installation and acceptance of the solution by OICL including all software, hardware, parts, media, patches, updates and licenses.
- xv. Bidder is required to provide phased delivery and deployment of hardware, associated software and applications. Thus, the warranty and subsequent AMC/ATS of the components will begin as per the phased delivery or the delivery timelines.
- xvi. 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.
- xvii. Maintenance of the systems and repair /replace at the installed site, at no charge to OICL.
- xviii. An inventory database must be maintained to include the registered hardware warranties and software licenses existing as of the Start Date and the warranties and licenses for hardware and software including license renewal dates that are either procured through the Bidder or procured by OICL with notification to the Bidder for inclusion in such database.
- xix. Monitor warranties to check adherence to preventive and repair maintenance terms and conditions.
- xx. Reports related to hardware warranties and software licenses must be provided to OICL.
- xxi. The warranty on hardware would begin post successful acceptance by OICL. No parts, accessories of the systems should be excluded from such warranty. Hardware support is inclusive of consumables.
- xxii. During the warranty & AMC period Bidder shall maintain the systems and repair / replace at the installed site, at no charge to OICL, all defective components that are brought to the Bidder's notice.

## 2.5 Facility Management Services

- 1) Bidder shall provide 24 x 7 on call support for regular maintenance of the systems and overall solution for complete duration of contract.  
These resources should be field engineers of L1 & L2 level with ability to resolve any severity issues that may arise during the period. Resources are responsible for both sites.
- 2) Installation, configuration, testing and managing for proposed systems at both sites.
- 3) System Administration service to keep HSM and KMS system stable, reliable and their operation efficient.
- 4) Operating system customization and patching.
- 5) Monitoring proposed systems for key events, health and performance.
- 6) Ensuring proper configuration of HSM and KMS system parameters, operating systems administration, hardening and tuning.
- 7) Manual intervention for the restore operations.
- 8) Regular monitoring and maintaining a log of the status of critical services, performance of HSM and KMS systems including but not limited to monitoring of CPU, disk space, memory utilization, I/O utilization, etc.
- 9) Execution of various tasks and activities related to Disaster Recovery (DR) drill every three (3) months.
- 10) Coordinating activities with multiple vendors involved in the DR drill execution.
- 11) Providing day-to-day system administration support.
- 12) Preventive Maintenance (which includes health, fitness checkup and cleanliness of the equipment) situated in DC and DR on quarterly basis.
- 13) Coordinating with other vendors for data center equipment like Storage, Network, Security, Backup etc.
- 14) Coordinating with various application vendors.



- 15) Generation of daily, weekly, monthly quarterly and annual performance reports on proposed system utilization, data backup and replication tasks; and highlights risks (if any) and improvement areas.
- 16) Ensuring latest patches are installed.
- 17) Performing failover of proposed Systems from DC to DR site in compliance with the RTO (2 Hours), RPO values (1 Hour) and timely failback to DC after restoration to normalcy during a disaster / planned quarterly DR drill.
- 18) Managing uptime of HSM and KMS Devices as per SLAs.
- 19) Quarterly preventive maintenance activities to be arranged along with reactive support as and when needed.
- 20) Perform system administration tasks, including user/group administration, security Permissions, group policies, print services, event log warnings and errors, and resource monitoring, ensuring system architecture components work together seamlessly.
- 21) Handling day to day Health Check and maintenance activities like CPU, Memory and file system usage monitoring and raising SR to OEM to take corrective actions in case of issues.
- 22) Implementing various OS related hardening configuration
- 23) Interact with various stakeholders to resolve the issues at the earliest.
- 24) Closure of Quarterly Vulnerability Assessment & Penetration Testing (VA-PT) observations, IRDAI observations, concurrent audit observations and evidence gathering, latest security patches, etc

## 2.6 Existing inventory and buyback of HSM Devices

Bidder shall offer OICL for buyback of HSM devices in working/non-working condition. The Quote for the same has to be provided in the Bill of Material. No Payment will be made by OICL to the bidder for any transportation or decommissioning of buyback hardware and software or any applicable taxes or any other applicable charges etc. Destruction of hard disks and magnetic tapes should be done in the presence of OICL representative. The Purchase price once accepted by the OICL cannot be withdrawn.

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.

The asset details are given below:

SNo.	Location	Quantity	Device Serial Number	Asset Description
1	DC-BNG	2	550841, 561059	part 908-000090-007 –LUNA SA 7000 PW-AUTH , 2HSMP,CL, SW 5.4.7, FW 6.10.9/6.21.2
2	DC-MUM	1	556368014	part 908-000090-007 –LUNA SA 7000 PW-AUTH , 2HSMP,CL, SW 5.4.7, FW 6.10.9/6.21.2





## 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.

## 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 those have purchased 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 OICL's web portal <https://orientalinsurance.org.in>.

3.1.2.1. 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.

3.1.2.2. 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.

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

3.1.2.4. 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

3.1.2.5. **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.

- 3.1.2.6. **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.
- 3.1.2.7. 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.
- 3.1.2.8. **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.
- 3.1.2.9. **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 5 – 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:**

S.No	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	Software	Delivery of respective softwares & its related components as per the actual supply (after due inspection).	70%
		Successful completion of customization if any and successful installation and acceptance of the system for respective applications.	30%
3	Implementation Cost	Successful Go Live	100%
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	Digital Signature cost will be made post successful installation on all HSM modules		100%
7	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 7, 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**

- 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 in case of any change in the locations will be intimated to the Bidder.
- Technical Inspection and Performance Evaluation - OICL may choose to carry out a technical inspection/audit and performance evaluation of products/services offered by the Bidder. The Bidder would permit OICL or any person / persons appointed by OICL to observe the technical and performance evaluation / benchmarks carried out by the Bidder. Any expenses (performing the benchmark, travel, stay, etc.) incurred for the same would be borne by the Bidder and under no circumstances the same would be reimbursed to the Bidder by OICL.



- 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.
- e. The bidder/OEM should have their own Support and Services Center based in Bengaluru and Mumbai.

## 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 six years and extendable up to one more year on same Terms & Conditions and mutually agreed prices (solely at OICL's discretion).

### 4.2 Completeness of Project

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

### 4.3 Ownership, Grant and Delivery

The Bidder shall procure and provide a non-exclusive, non-transferable licenses to OICL for the Software to be provided as a part of this project. The Software should be assignable / transferable to any successor entity of OICL.

OICL reserves the right to use the excess capacity of the licenses supplied by the Bidder for any internal use of OICL or its affiliates, or subsidiaries at no additional cost other than the prices mentioned in the commercial bid. The Bidder agrees that they do not have any reservations on such use and will not have any claim whatsoever against such use of the hardware, licenses and infrastructure.

Further the Bidder also agrees that such use will not infringe or violate any license or other requirements

### 4.4 Compliance

Compliance with all applicable laws: The Bidder shall undertake to observe, adhere to, abide by, comply with and notify OICL about all laws in force including labour laws or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect OICL and its employees/ officers/directors/ 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/directors/ 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 including but not limited to as defined under section 4.7 of the RFP.

#### **4.5 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.

#### **4.6 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.

#### **4.7 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.

#### **4.8 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.





## **4.9 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.

## **4.10 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.

## **4.11 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.

## **4.12 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.

## **4.13 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.

## **4.14 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.

#### **4.15 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.

#### **4.16 Liquidated Damages**

If the Bidder fails to meet the Project Timelines as per Section 1.6, 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 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.

#### **4.18 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.

#### **4.19 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.

#### **4.20 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.

#### **4.21 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.

#### **4.22 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)

#### **4.23 Prices**

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

#### **4.24 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.

#### **4.25 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.

#### **4.26 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.

#### **4.27 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 purchase order placed on the selected Bidder and recover 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

#### **4.28 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.

#### **4.29 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.

#### **4.30 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.

#### **4.31 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.

#### **4.32 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.

#### **4.33 Repeat Order**

OICL may place Repeat Order against the original order for a quantity up to 50% of the original order quantity during the contract period.

#### **4.34 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:**

<b>Capt. ANOOP KUMAR SHARMA</b>	<b>SHRI H.K.DASH, IAS (Retd.)</b>
2104 A, Oberoi Gardens, Thakur Village, Kandivili (East), Mumbai-400 1 Mobile No: 8291086676 Email ID: anoop21860@gmail.com	House no. 289, Sector-8 Gandhinagar- 382007 Gujarat Mobile: 98250-48286 Email ID: hkddash184@hotmail.com

### 4.35 Compliance to 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.



#### **4.36 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.

#### **4.37 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 2: Bill of Material, Annexure 11 :- NDA, Annexure 12 – Integrity Pact and Power of Attorney on stamp Paper in offline mode to OICL Head office in a sealed envelope.**
- The sealed envelope should be properly labeled with the company name, RFP number, date and duly signed and stamped. If Bidder does not submit the same, then Bidder will be disqualified.
- The Sealed envelope should reach OICL on or before 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 arithmetical error in the bill of material, and the GEM final number will be accepted as the Total cost of the Project.
- If Bidder misses or forgets to quote rates of any line item, then it is assumed that Bidder will provide that service at zero cost to OICL during contract period.

### 5.2 Tender Bidding Methodology

#### Sealed Bid System.

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

1. Eligibility & Technical Bid
2. Commercial Bid

### 5.3 Bid Security

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

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

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



## **6 Bid Documents**

### **6.1 Eligibility Bid Documents**

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 Minimum Functional and 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. Any noncompliance/ deviations to functional and/or technical requirements and/or scope of work and/or terms of this RFP which defeats the purpose of this initiative will lead to disqualification of the bid. 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**

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

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

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

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



The scoring methodology for technical bid components is explained in the following paragraphs.

The proposal submitted by the bidders shall, therefore, be evaluated on the following parameters:

1. Functional and Technical Requirements
2. Presentation on proposed solution
3. Past Experience
4. Proof of Concept (PoC)

The proposal submitted by the Bidders shall, therefore, be evaluated on the following criteria:

S. No.	Technical Evaluation Phase	Maximum Marks	Percentage
1.	Functional and Technical Requirements	700	70%
2.	Presentation on proposed solution	100	10%
3.	Past Experience	200	20%
	<b>Total</b>	<b>1000</b>	<b>100%</b>
4.	<b><i>Additionally OEM will be required to successfully complete the Proof of Concept (PoC). If the OEM is unable to successfully complete the PoC the bid will be rejected. OICL's decision in this matter will be final and binding on the bidder.</i></b>		

Commercial Bids will be opened only for the bidders who achieve more than 80 percent marks (cut-off marks) in the technical evaluation and successfully complete the PoC.

Please note: All the requirements mentioned in Appendix-1 are mandatory for the envisioned Solution. Any non-compliance to technical specifications mentioned in Appendix-1 will lead to disqualification of the bid. Any unreasonable noncompliance/ deviations to functional and/or technical requirements and/or scope of work and/or terms of this RFP which defeats the purpose of this initiative will lead to disqualification of the bid.

#### 6.4.1 Functional Technical Evaluation

The minimum functional and technical requirements for the Services are specified in Appendix 1. All the requirements are mandatory. Any non-compliance to technical specifications mentioned in Appendix-1 will lead to disqualification of the bid.

#### 6.4.2 Presentation on Proposed Solution

All eligible bidders will be required to make presentations to supplement their bids, showcase overall solution proposed and show a detailed product demonstration. The OICL will schedule presentations and the time and location will be communicated to the bidders. Failure of a bidder to complete a scheduled presentation to the OICL may result in rejection of the proposal.

Category	Marks
Understanding of OICL business Operating environment and scope	10
Demonstration of organization capability for the proposed initiative	10
Service Model demonstration	10
Demonstration of value proposition offered in the bid which shall enable the success of the project	10
Detailed Solution Capability and Implementation approach	50
Innovative use cases for the OICL	10



### 6.4.3 Scoring for Past Experience

The bidder should provide details of past experience in implementing Services. The bidder's past experience shall be evaluated and the score obtained by the bidder shall be considered for evaluation as given in the Annexure 2 in the sheet named "Past Experience/Technical Experience". The bidder should provide the details of all the implementations including details of scope of project, number of branches with breakup of the role and proof of implementation experience.

Category	Maximum Marks	No. of Credential	Marks
Bidder or OEM should have implemented similar solution in India during the past three years	200	Implemented in More than 3 BFSI clients	200
		Implemented in 3 BFSI Clients	150

\*BFSI Refers to Banks/Financial Institution/Insurance Companies with atleast 200 branches/offices

### 6.4.4 Proof of Concept:

- Bidder is required to perform Proof of Concept (POC) of the quoted models within 7 days from the date of intimation from OICL during the technical evaluation.
- All and any cost associated with POC (including provision of Servers, technical resources, travel cost, boarding cost etc.) will be to the account of the bidder and OICL will not bear any cost.
- OICL reserve its right to extend/ shorten the period of POC if needed.
- The POC would be done to check whether the quoted model/solution meets the requirements of OICL. POC has to be conducted in the OICL Designated Premise in front of the OICL Officials and bidder is required to keep the POC Infrastructure in OICL Premises till the POC activity gets completed for all the bidders.
- If the Quoted Product/model is found to be not meeting the OICL Requirements, till the satisfaction of OICL Officials, then the bidder is required to provide the higher model and perform the POC of the higher model quoted in the OICL Premise at no additional cost to OICL. No Additional Charges will be paid by OICL for the higher model.
- If the bidder model is not found satisfactory by OICL Officials, OICL will technically disqualify the bidder.
- Any bidder who is not complying with the above POC will be technically disqualified.
- Bidders who have failed in the POC will automatically stand disqualified technically.
- OICL's decision will be final and binding on the bidder.

## 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, Offices/Branches will be supported on 24x7 basis.
4. The "Operation Hours" for a given time frame are calculated after deducting the planned downtime from "Operation Hours" 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 analyzed. However, there would be month wise SLAs and all SLA targets have to be met on a monthly basis.
5. Overall Availability and Performance Measurements will be on a quarterly basis for the purpose of Service Level reporting. Month wise "Availability and Performance Report" will be provided by the Bidder for every quarter in the OICL suggested format and a review shall be conducted based on this report. Availability and Performance Report provided to OICL shall contain the summary of all incidents reported and associated performance measurement for that period.
6. The primary intent of Penalties is to ensure that the system performs in accordance with the defined service levels. Penalties are not meant to be punitive or, conversely, a vehicle for cutting fees.
7. The selected Bidder shall guarantee a quarterly uptime of 99.9% for the entire-Solution from the date of Go-Live of the entire solution.
8. Service Levels shall be reviewed at least once every quarter during the period of contract and may be added/ deleted/ changed by OICL as a result of such review or any new business/ IT Services requirements.
9. Mean Response Time should be 15 min
10. Response Time is defined as time taken by the bidder to respond the concerned user over the Service desk tool, Phone/ Email or in person and acknowledge the problem. Same is applicable when there is a problem in the proposed solution.

The percentage of uptime is calculated on quarterly basis as follows:

$$\text{Uptime (\%)} = \frac{(\text{Sum of total hours during month} - \text{Sum of downtime hours during month}) \times 100}{\text{Sum of total hours during the month}}$$

Total hours during the month= No. of working days x 24

#### 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	2% of total cost of Annual Maintenance & Support charges of that



<b>below 99.00%</b>	quarter payment.
<b>97.00% and above but below 98.00%</b>	3% of total cost of Annual Maintenance& Support charges of that quarter payment.
<b>95.00 and above but below 97.00%</b>	5% of total cost of Annual Maintenance& Support charges of that quarter payment.
<b>Below 95.00%</b>	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 HSM technology based solution for Digital Signature and Key Management solution. 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/HSM/2022/01 Dated 19/04/2022**

#### 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/HSM/2022/01 Dated 19/04/2022**

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 Hardware , software 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/HSM/2022/01 Dated 19/04/2022**)

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**

**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 \_\_\_\_\_

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



#### 9.4 Annexure 4: Query Format

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

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



## 9.5 Annexure 5: Bid Security Declaration

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

Sir,

**Reg: Tender Ref No: OICL/HO/ITD/HSM/2022/01 Dated 19/04/2022**

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 the .....day 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

2<sup>nd</sup> Floor, Head Office, "Oriental House"

A-25/27, Asaf Ali Road

New Delhi - 110 002

**Reference: Tender Ref No: OICL/HO/ITD/HSM/2022/01 Dated 19/04/2022**

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/HSM/2022/01 Dated 19/04/2022**

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/HSM/2022/01 Dated 19/04/2022**

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/HSM/2022/01**  
**Dated 19/04/2022**

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 activities during any stage of its bid or during any pre-contract or post- contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

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

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

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

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

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

3.6 The BIDDER, either while presenting the bid or during pre- contract negotiations or before signing the contract shall disclose any payment he has made, is committed to or intends to make



to officials of the BUYER or their family members agents, brokers or any other intermediaries in connection with the contract details or/and the services agreed upon for such payments.

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

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

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

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

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

3.12 The BIDDER will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any kind of favour 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 any one 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: _____
<b>Company Seal</b>	<b>Company Seal</b>
<b>Witness I</b>	<b>Witness II</b>
Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Address: _____	Address: _____
Company: _____	Company: _____
Date: _____	Date: _____





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

RFP No: OICL/HO/ITD/HSM/2022/01

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 components 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/HSM/2022/01**

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/HSM/2022/01 Dated 19/04/2022**

**<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: OICL Present IT Setup

To bring uniformity, security and centralized access OICL has adopted integrated non-life insurance application software, named INLIAS. INLIAS is running successfully in around 1800 offices of OICL in a centralized architecture. The application serves the entire business requirements of OICL. Its scope covers from underwriting, accounting, claims processing, report generation and reinsurance requirements.

OICL has its own software development team that manages payroll, PF, web portal and other IT systems used in OICL.

Daily around 70,000 documents (proposal, endorsement etc.) are being entered into the system. Users generate around 50,000 transaction reports (Premium receipt etc.) and 25000 non-transaction reports (GL Summary etc.) on a normal working day. The transaction load increases by around 10% on every month-end/year-end. Also the volume of report-generation increases on the first three working days of every month.

OICL has its data centre site at Bengaluru and Disaster recovery site at Navi Mumbai. The following sections briefly describe the core insurance application and portal application which are required to be integrated with the enterprise content management solution.

### 9.15.1 INLIAS architecture

#### **BACK-END:**

INLIAS is an intranet based application with 3-tier architecture. The infrastructure is hosted at OICL's centralized Data Centre. The Oracle application server suite is being used to serve client interface and reporting requirements. The Oracle 19c database is hosted on a high-end SUN SPARC server. The OS platform for all the database, application and reporting servers is Solaris 11.

LAN architecture is similar in Data Centre and Disaster Recovery Sites. Users have to use separate URLs for accessing individual sites.

#### **FRONT-END:**

There is no INLIAS specific client-side software. Users open the application using a generic browser (windows 8 and above & IE 8 and above) with java component (Jre -8u161 -32 bit) installed. User requests are received by a load balancer and routed to one of the available application servers. Thereafter a session will be established between client and the server. Users cannot hit individual application servers and all offices use the same URL for accessing the application.

### 9.15.2 Web Portal and Mobile Application

OICL's current web portal is on Liferay. The Portal solution is integrated with the core INLIAS insurance application for various business transactions and queries. OICL's technology architecture vision for this Portal solution is on a "Service Oriented Architecture Model".



The overall architecture has been divided into the following distinct layers as below:

1. Client Layer
2. Presentation Layer
3. Business Layer
4. Data Storage Layer
5. Integration Layer
6. Security Layer
7. Management and Monitoring Services

The mobile application architecture leverages the Service Oriented Architecture provided by the service layer of the portal application. The application has a lightweight User Interface layer comprising of HTML5 and CSS3 and it consumes the business services through a JSON (JavaScript Object Notation) interface.



## 10 Appendix

### 10.1 Appendix 1: Technical and Functional Specifications

S.No.	Functional and Technical Requirement	100% Compliance to specifications is mandatory	Remarks
<b>Digital Signing Solution</b>			
1	Incorporate Digital Signature on the specified document		
2	Digital Signing facility should be available in both Batch (bulk) and online mode		
3	System should be capable of signing multiple pages in the same document		
4	System should be capable of signing multiple formats including PDF, Zip files etc.		
5	System should be capable of signing with multiple signatures on the same document		
6	System should be capable of incorporating the signature in the specified position in the document		
7	The system should be able to incorporate the signature(s) without the need of physically attaching the USB token		
8	System should store the signature in secure manner to avoid intrusion, extraction and tampering with the signature		
9	System should provide audit reports for signatures incorporated		
10	System should have error logs for identifying any errors during document processing		
11	System should have measures to control the documents which can be signed		
12	System should provide connectors to automatically trigger the batch using scheduling tools to avoid any manual execution		
13	System should support online (real time) incorporation of digital signature		
14	No un-authenticated document should be allowed to be signed		
15	Should be able to send the daily status report of success & failure		
16	System should have Security level based access control		
17	The proposed solution for digital signing should support document signing using different types/Classes of Digital Signatures		
18	The proposed solution should support offline picking up the file from a pre-defined location and providing the signed file at the output location.		
19	The proposed solution should support instant real time signing and should integrate with OICL Application		
<b>Hardware Security Module and Key Management Solution</b>			
20	The HSM solution would be a hardware, tamperproof box having support for operating systems like Windows, Linux, Solaris, AIX.		
21	Host Interface: Should have at least 4 Gigabit Ethernet ports with port bonding. Should support for 10G fiber network connectivity with port bonding. Should have IPv4 and IPv6 support		
22	The proposed box should be Common Criteria EAL 4+ certified.		
21	Minimum 5 partitions from day one and each partition should be protected with unique set of user id and password to grant access as per CCA IVG guidelines.		
	Random Number Generation: comply with AIS 20/31 to DRG.4 using HW based true noise source along with NIST 800-90A compliant CTR-DRBG		
22	Cryptographic APIs: PKCS#11, Java (JCA/JCE), Microsoft CAPI and CNG, OpenSSL		
23	Asymmetric Key Cryptography: Support for various cryptographic		



S.No.	Functional and Technical Requirement	100% Compliance to specifications is mandatory	Remarks
	algorithms: Full Suite B support, Asymmetric Key RSA (1024-4096 bits), DSA, ECDSA, ECDH, Ed25519, ECIES, ECC		
24	Symmetric Key Cryptography: AES, Triple DES, DES, ARIA, SEED, RC2, RC4, RC5, CAST		
25	The proposed HSM box must have built-in Clustering (Active/Active) and Load Balancing capabilities. No external load balancer should be required.		
26	Minimum performance: TPS required for 2048 RSA Signing is 1000 and should manage upto 25000 Keys		
27	Controls built in to detect & respond against tampering		
29	Public Key Algorithm RSA encryption/decryption, RSA sign/verify, ECC(Elliptical Curve Cryptography)		
31	Solution must offer Microsoft Validated O365 Double key Encryption suite for email attachment encryption. OICL should retain control of both keys of the "Double-Key" solution. OICL should be able to generate the cryptographic key that it will control on its premise, as well as the other cryptographic key that will be shared with O365 and Azure Key Vault.		
31 a	The solution should have Built-in Data Discovery and Classification to discover sensitive PII data in MS Office 365 Exchange online, local storages etc using templates including detection of datatypes within images with OCR feature.		
31 b	Solution must have Full life cycle key management via GUI of cloud encryption keys generated and residing in Azure, AWS, Salesforce and O365 as well as Bring Your Own Keys ("BYOK") for cloud encryption keys generated in 'MANAGER' loaded up to Azure/ AWS/ Salesforce/ O365		
31 c	Centralized cloud key management must provide access to each cloud provider (AWS, Salesforce, Azure, O365 and GCP) from a single browser window, including across multiple accounts or subscriptions. It should have automated scheduled key rotation and expiry via a simple GUI		
31 d	Solution must have Application Whitelisting feature to prevent Ransomware attacks. Solution should Block Untrusted Binaries from Encrypting Data.		
32	Hash/HMAC Algorithm, SHA 1, SHA 2, SHA 256,		
33	Published API for various above functionalities for integrating with the Application Software		
34	API Support - API Support –REST (JWT), KMIP, PKCS#11, JCE, .NET, MSCAPI, MS CNG, C, Java API's and libraries for integration in to custom applications.		
35	Contents if required can be securely stored on hardware backup device to simply backup, cloning and disaster recovery		
36	Onboard key generation and HSM must secure at least 100 keys in accordance with FIPS 140-2 Level 3 or above standard meeting all the Govt. of India Guidelines.		
37	24*7 Telephonic/email support infrastructure for solution based out of India		
39	The entire architecture must be designed in such a way that each instance would have a fail over instance in other device/chassis and each unit should be separately scalable. The horizontal and vertical scaling shall be ensured in both cases i.e. physical and virtual deployment. (i.e), the Solution should support both high availability and load balancing options to ensure they can meet the OICL's demand over the duration of contract.		



S.No.	Functional and Technical Requirement	100% Compliance to specifications is mandatory	Remarks
40	The proposed solution shall be implemented enterprise wide for management of encryption keys for the entire OICL its data centers and other geographical locations.		
41	The entire solution shall work in active-active mode with real-time data sync for Primary and DR sites.		
43	The solution must be compatible with all the standard hardware, operating systems (like Windows, Linux distros, UNIX, AIX, HP Unix etc.), databases (like Oracle, IBM DB2, MSSQL, MySQL, mongoDB, all open source databases etc.), middleware (like Apache, Oracle Fusion middleware, IBM Middleware, Nginx etc) to perform the key life cycle management.  The list of solutions mentioned above is indicative and not comprehensive.		
45	The solution shall manage and segregate keys, key policies, logs and auditing, authentication and authorization, logically or physically from other applications.		
46	The Key Management System shall support cryptographic acceleration.		
47	The System shall support Key Management Interoperability Protocol (KMIP) version 1.4 or above. The backward compatibility of communication with other source systems shall also be ensured.		
48	The KMIP profiles shall cover basic and advance cryptography for client and servers along KMIP storage array with self-encrypting drives for storage.		
49	The solution shall support KMIP Tape library, symmetric & asymmetric key lifecycle for client and server profile.		
50	The system shall allow Key caching, Key rotation and Key versioning without any downtime.		
52	The solution shall support management of encryption keys for all major cloud (both public and private) solutions like VMWare, Azure, O365, AWS, IBM Cloud, Oracle Cloud, Google Cloud (GCP), salesforce etc. and container solutions like docker, kubernetes etc. The above list of solutions is indicative and not comprehensive.		
54	The System shall support secure key destruction to ensure keys could not be recovered by anyone.		
55	The System shall support the backup of keys. The same level of protection as the original keys shall be accorded to the backups. The solution shall support backward & forward compatibility while restoration.		
56	The System shall support the recovery of lost or corrupted keys.  The System need to handle backup and restoration in an extremely secure manner. It Should support encrypting the entire key database/ repository (including all access control & authorization rules) before backup. Additionally, It should support backup encryption with secure options, which require more than one administrator to access or restore.		
58	The solution shall discover, create, renew and manage all the keys across heterogeneous environments and different geographical locations.		
59	The solution must ensure the secure access to the keys for the source system integrated with it. The keys shall maintain their integrity and shall be tamperproof while being delivered to the source system.		





S.No.	Functional and Technical Requirement	100% Compliance to specifications is mandatory	Remarks
63	The solution must have the capability of automated management of key expiry. The expiry must be system driven or customizable as per the requirement of OICL.		
64	The solution must have the secure vault to store keys. It should also have the capability of integration with third party vaults.		
65	The solution must have comprehensive API facility for communication with third-party systems. The Solution shall be able to consume the APIs published by internal/external systems.		
66	The solution shall support generation, storage and exporting of keys in bring-your-own-key (BYOK) for various cloud service providers including but not limited to AWS, Azure, salesforce, oracle and others.		
67	The Key Manager should support Transparent Encryption for large-scale high-performance file system encryption - including but not limited to Oracle, Teradata, HADOOP, PostGres, MySQL and similar setups.		
68	The solution shall support key synchronization across multiple CSP's along with the ability to support automated scheduled key rotation and key expiry through GUI or API.		
69	The EKMS should support various user roles including Key custodian, Key Owner, Registration Agent, Key-Recovery Agent, CKMS user etc.,		
70	The solution should be able to detect compromises/unauthorized modifications and send alerts.		
71	The solution should be capable of multiparty control (multiple users required to carry out a key management/crypto function) and Key splitting.		
72	The solution shall monitor the entire lifecycle of the keys and shall have capability of proactive notifications to the stakeholders before the expiry/rotation or any other such events via Email and SMS.		
73	The solution shall provide a birds-eye/Holistic view of the keys within the environment of OICL.		
75	The solution should provide automated, real-time event alert mechanism.		
76	The solution should be able to generate system events/logs for events that have taken place in the system such as a login, or a direct result of system changes.		



## 10.2 Appendix 2: Bill of Material

### General Guidelines

S.No.	Guidelines
I	<b>Overall</b>
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 required to successfully utilize the solution.
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 <b>exclusive of taxes</b> . 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.
II	<b>Software Cost and Hardware Cost</b>



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S.No.	Guidelines
1	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).
2	The Bidder can insert additional line items as applicable based on the solution offered in the various tabs
3	The license type has to be clearly described in the Type of License column
<b>III</b>	<b>Implementation</b>
1	Bidder shall comply to the Installation and implementation scope provided in the RFP documents. The servers & OS and DB needs to be installed & configured by the bidder.
2	Bidder shall provide the solution wise implementation cost. Each solution implementation should include all the costs associated with the complete implementation of the solution covering all the locations & implementation of associated components like software etc.
<b>IV</b>	<b>Training</b>
1	Bidder needs to provide operational, administration training & certification to OICL or its nominated vendor.
2	The rates provided by the bidders should be applicable or any additional trainings that OICL may require throughout the tenure of the contract.
<b>V</b>	<b>Support and Maintenance Cost</b>
1	Bidder is expected to provide a detailed break up of all products and services that are under the scope of Support and Maintenance as part of the technical bid, in the technical bill of materials i.e. the above format is expected to be replicated for each item to be covered under the scope Support and Maintenance
2	The bidder has to note that the Support and Maintenance cost will begin post the warranty period of 3 years.
3	The Bidder needs to provide Support and Maintenance services as per the scope of the RFP
<b>VI</b>	<b>Optional Items</b>
1	The Number of unit mentioned in this section is for price discovery, the payment will be made to the bidder on the basis of actual utilization of services/hardware/software. The Unit rate provided will be used on pro-rata basis applicable throughout the period of the contract.
2	Charges Mentioned in this section may be used on pro-rata basis if required by OICL during the contract period.



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**Summary of Total Cost**

	Items	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total Amount for 6 years (in INR)
a.	Software Cost							
b.	Hardware Cost							
c.	Installation, Implementation & Commissioning Cost							
d.	AMC Cost							
e.	ATS Cost							
f.	FM Manpower Cost							
g.	Training Cost							
h.	Digital Signature Class 3 PSU Company Type							
i	Buyback Cost							
	<b>Grand Total ((a+b+c+d+e+f+g+h) – I ))</b>							

**\*\*All the prices quoted by the bidder shall be exclusive of taxes**

Total Cost in Words: \_\_\_\_\_

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

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

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

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



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Company Seal

**Software Cost**

		YEAR 1			YEAR 2			YEAR 3			YEAR 4			YEAR 5			YEAR 6			
Software (license) Cost at DC	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
HSM Solution																				
KMS Solution																				
Any Other (Please specify)																				
<b>Total Software Cost (A)</b>																				
Software (license) Cost at DRC	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
HSM Solution																				
KMS																				



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Solution																				
Any Other (Please specify)																				
<b>Total Software Cost (B)</b>																				
<b>Grand Total (A+B)</b>																				

*Note: Bidder to clearly specify the description of all proposed software, OICL may procure the software based on the rate provided on pro-rata basis.*

### Hardware Cost

Hardware Cost at DC	Details of the proposed hardware	YEAR 1			YEAR 2			YEAR 3			YEAR 4			YEAR 5			YEAR 6			Total Amount for 6 years
		Q u a n t i t y	R a t e (IN R)	Total Amount (INR)	Q u a n t i t y	R a t e (IN R)	Total Amount (INR)	Q u a n t i t y	R a t e (INR)	Total Amount (INR)	Q u a n t i t y	R a t e (INR)	Total Amount (INR)	Q u a n t i t y	R a t e (INR)	Total Amount (INR)	Q u a n t i t y	R a t e (INR)	Total Amount (INR)	
HSM Hardware with operating system	(Make, Model, No of Processor, Processor Model Name, No. of Cores per processor, processor frequency, RAM, HDD, Cache memory )	2																		



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KMS Hardware or Appliance with OS	<i>(Make, Model, No of Processor, Processor Model Name, No. of Cores per processor, processor frequency, RAM,</i>	2																		
Operating system for KSM in case of virtual appliance	<i>OEM Name, Edition, Version and Licensing Metrics</i>	2																		
Any other (Please specify)																				
<b>Total (A)</b>																				
Hardware Cost at DRC	Details of the proposed hardware	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
HSM Hardware with operating system	<i>(Make, Model, No of Processor, Processor Model Name, No. of Cores per processor, processor frequency, RAM, HDD, Cache memory )</i>	1																		
KMS	<i>(Make, Model, No</i>	1																		



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Hardware or Appliance with OS	<b>of Processor, Processor Model Name, No. of Cores per processor, processor frequency, RAM,</b>																			
Operating system for KSM in case of virtual appliance	<b>OEM Name, Edition, Version and Licensing Metrics</b>	1																		
Any other (Please specify)																				
<b>Total (B)</b>																				
<b>Grand Total (A+B)</b>																				

**Installation, Implementation & Commissioning Cost**

		YEAR 1			YEAR 2			YEAR 3			YEAR 4			YEAR 5			YEAR 6			
Installation, Implementation & Commissioning at DC	Description	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 yrs (INR)
One time implementation cost for HSM																				
One time implementation cost for KMS																				



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Any other (Please specify)																				
<b>Total (A)</b>																				
		<b>YEAR 1</b>			<b>YEAR 2</b>			<b>YEAR 3</b>			<b>YEAR 4</b>			<b>YEAR 5</b>			<b>YEAR 6</b>			
Installation, Implementation & Commissioning at DRC	Description	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)	Q u a n t i t y	Rate (INR)	Total Amount (INR)	Total Amount for 6 yrs (INR)
One time implementation cost for HSM																				
One time implementation cost for KMS																				
Any other (Please specify)																				
<b>Total (B)</b>																				
<b>Grand Total (A+B)</b>																				

**AMC Cost**

	<b>YEAR 1</b>			<b>YEAR 2</b>			<b>YEAR 3</b>			<b>YEAR 4</b>			<b>YEAR 5</b>			<b>YEAR 6</b>			
AMC at DC	Base Product Cost	Rate (INR)	Total Amount (INR)	Base Product Cost	Rate (INR)	Total Amount (INR)	Base Product Cost	Rate (INR)	Total Amount (INR)	Base Product Cost	Rate (INR)	Total Amount (INR)	Base Product Cost	Rate (INR)	Total Amount (INR)	Base Product Cost	Rate (INR)	Total Amount (INR)	Total Amount for 6 years (INR)
HSM Hardware with operating system																			
KMS Hardware																			





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or Appliance with OS																			
Any other, please specify																			
<b>TOTAL (A)</b>																			
	<b>YEAR 1</b>			<b>YEAR 2</b>			<b>YEAR 3</b>			<b>YEAR 4</b>			<b>YEAR 5</b>			<b>YEAR 6</b>			
<b>AMC at DRC</b>	<b>Base Product Cost</b>	<b>Rate (INR)</b>	<b>Total Amount (INR)</b>	<b>Base Product Cost</b>	<b>Rate (INR)</b>	<b>Total Amount (INR)</b>	<b>Base Product Cost</b>	<b>Rate (INR)</b>	<b>Total Amount (INR)</b>	<b>Base Product Cost</b>	<b>Rate (INR)</b>	<b>Total Amount (INR)</b>	<b>Base Product Cost</b>	<b>Rate (INR)</b>	<b>Total Amount (INR)</b>	<b>Base Product Cost</b>	<b>Rate (INR)</b>	<b>Total Amount (INR)</b>	<b>Total Amount for 6 years (INR)</b>
HSM Hardware with operating system																			
KMS Hardware or Appliance with OS																			
Any other, please specify																			
<b>TOTAL (B)</b>																			
<b>Grand Total (A+B)</b>																			



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**ATS Cost**

Production Environment																			
	YEAR 1			YEAR 2			YEAR 3			YEAR 4			YEAR 5			YEAR 6			
ATS at DC	Base Product Cost	Rate (INR)	Total Amount (INR)	Base Product Cost	Rate (INR)	Total Amount (INR)	Base Product Cost	Rate (INR)	Total Amount (INR)	Base Product Cost	Rate (INR)	Total Amount (INR)	Base Product Cost	Rate (INR)	Total Amount (INR)	Base Product Cost	Rate (INR)	Total Amount (INR)	Total Amount for 6 years (INR)
HSM Solution																			
KMS Solution																			
Operating system for KSM in case of virtual appliance																			
Any other, please specify																			
<b>TOTAL (A)</b>																			
	YEAR 1			YEAR 2			YEAR 3			YEAR 4			YEAR 5			YEAR 6			
ATS at DRC	Base Product Cost	Rate (INR)	Total Amount (INR)	Base Product Cost	Rate (INR)	Total Amount (INR)	Base Product Cost	Rate (INR)	Total Amount (INR)	Base Product Cost	Rate (INR)	Total Amount (INR)	Base Product Cost	Rate (INR)	Total Amount (INR)	Base Product Cost	Rate (INR)	Total Amount (INR)	Total Amount for 6 years (INR)



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HSM Solution																			
KMS Solution																			
Operating system for KSM in case of virtual appliance																			
Any other, please specify																			
<b>TOTAL (B)</b>																			
<b>Grand Total (A+B)</b>																			

### FM Manpower Cost

	YEAR 1			YEAR 2			YEAR 3			YEAR 4			YEAR 5			YEAR 6			
Descripti on	No. of Resou rces	Rate per resour ce (INR)	Total Amou nt (INR)	No. of Resour ces	Rate per resour ce (INR)	Total Amou nt (INR)	No. of Resour ces	Rate per resour ce (INR)	Total Amou nt (INR)	No. of Resour ces	Rate per resour ce (INR)	Total Amou nt (INR)	No. of Resour ces	Rate per resour ce (INR)	Total Amou nt (INR)	No. of Resou rces	Rate per resou rce (INR)	Total Amo unt (INR)	Total Amo unt for 6 years (INR)
L1 Resource																			
L2 Resource																			
Any Other (Please specify)																			



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Any Other (Please specify)																			
<b>Grand Total</b>																			

*\*\*Bidder is required to right size the resources deployment (L1 and L2) in order to meet the project timelines, SLA and Scope of the RFP*

### Training Cost

S.No.	Item	Training Duration (working days)	Location	Batches	Number of trainees per batch	Rate per batch (INR)	Total Amount (INR)
1	One time Core team Training	5 Day	New Delhi, HO	1	5		
2	Any other, please specify						
3	Any other, please specify						
	<b>Grand Total</b>						

Note: Each batch should accommodate additional 20% of resources over and above the limit prescribed

### Digital Signature Class 3 PSU Company Type

	YEAR 1			YEAR 2			YEAR 3			YEAR 4			YEAR 5			YEAR 6			
Database Cost at DC and DR	Quantit y	Rate (INR )	Total Amoun t (INR)	Quantit y	Rate (INR )	Total Amoun t (INR)	Quantit y	Rate (INR )	Total Amoun t (INR)	Quantit y	Rate (INR )	Total Amoun t (INR)	Quantit y	Rate (INR )	Total Amoun t (INR)	Quantit y	Rate (INR )	Total Amoun t (INR)	Total Amount for 5 years (INR)
<b>Digital Signature Class 3 PSU Company Type along with</b>	<b>10</b>			10			10			10			10			10			



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physical token id required																			
Any other (Please specify)																			
Any other (Please specify)																			
Grand Total																			

**Buyback Cost**

S.NO	Location	Quantity	Device Serial Number	Asset Description	Unit Rate (INR)	Total Amount (INR)
1	DC-BNG	2	550841, 561059	part 908-000090-007 –LUNA SA 7000 PW-AUTH , 2HSMP,CL, SW 5.4.7, FW 6.10.9/6.21.2		
2	DC-MUM	1	556368014	part 908-000090-007 –LUNA SA 7000 PW-AUTH , 2HSMP,CL, SW 5.4.7, FW 6.10.9/6.21.2		
Grand TOTAL						



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**Optional items**

			Year 1		Year 2		Year 3		Year 4 AMC & ATS		Year 5 AMC and ATS		YEAR 6 AMC and ATS		
#	Description	Quantity	Rate (INR)	Total Amount (INR)	Rate (INR)	Total Amount (INR)	Rate (INR)	Total Amount (INR)	Rate (INR)	Total Amount (INR)	Rate (INR)	Total Amount (INR)	Rate (INR)	Total Amount (INR)	Total Amount for 6 years (INR)
1	O365 Double Key cloud connectors with 3 year warranty with Hardware, if any	2													
2	KMIP Connectors for storage systems like EMC DELL VMAX ,HP 3PAR, NETAPP, HITACHI etc. with 3 year Warranty	8													
3	One time Implementation Cost - Cloud Connectors	1													
4	One time Implementation Cost - KMIP Connectors	1													
5	Transparent encryption for file/web/App/DB server	1													
6	One time implementation cost for transparent	1													



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encryption cost per connector															
<b>Total Cost</b>															

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

*\*\*Optional Items prices will not be used for TCO calculation though OICL may place the purchase order during the contract period.*

*\*\*Optional Items: OICL may procure the softwares/Connector Licenses based on the above rate provided on pro-rata basis also.*

*\*\*OICL may use above rate chart for implementation purpose multiple times as per the requirement during the contract duration.*

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