

The Oriental Insurance Company Limited

Head Office, New Delhi



Request for Proposal

For

AMC of SAP Based Investment Management System

(Tender Ref No: OICL/HO/ITD/SAP-AMC/2022/01 Dated 05/04/2022)

Information Technology Department

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

**CIN-U66010DL1947GOI007158
www.orientalinsurance.org.in**



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**Non-Refundable Tender Fee****Non-Transferable Receipt****To be filled by OICL Official**

Tender Ref. No.	OICL/HO/ITD/SAP-AMC/2022/01
Date of Issue	
Tender Issued to Bidder	
Draft No. and Date	
Draft Amount	
Bank Name	
Name of OICL Official	
Designation of OICL Official	
Signature	
OICL Official	Bidder's Representative with Contact No. and Date



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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 AMC for SAP based Investment Management System.

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

Definitions and Acronyms

AMC	Annual Maintenance Contract
ATR	Acceptance Test Report
ATS	Annual Technical Support
Bidder	Contractor, Supplier or Vendor who responds to Notice Inviting Tender
CVC	Central Vigilance Commission
DC	Data Centre which is located at Bengaluru
DRS/DRC/DR	Disaster Recovery Site which is located in Mumbai
HO	Head Office
RO	Regional Office
DO / BO	Divisional Office / Branch Office
SVC	Service Centre
EC / MO	Extension Counter / Micro Office
INR	Indian Rupees
IP	Internet Protocol
IT	Information Technology
LAN	Local Area Network
Mbps	Million Bits per Second
MPLS	Multi-Protocol Label Switching
RF	Radio Frequency
MS	Microsoft
NCR	National Capital Region
PO	Purchase Order
OEM	Original Equipment Manufacturer
OICL	Oriental Insurance Company Limited
OS	Operating System
RFP	Request for Proposal
SOW	Scope of Work
T&C	Terms & Conditions
TCO	Total Cost of Ownership
TO	Technical Offer
ToR	Terms of Reference
UAT	User Acceptance Test
Vendor	Successful Bidder
SME	Subject Matter Expert



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 9000+ employees and over 35,000 agents. The Company has a web portal www.orientalinsurance.org.in for use of its customers and agents with a provision for premium calculator, payment gateway and online issue/ renewal of policies.

1.2 Notice Inviting Bids

The Deputy General Manager (IT) invites online bids on GeM Portal from eligible Bidders for selection of Vendor for providing AMC for SAP based Investment Management System.

1.3 Project Objective

The Oriental Insurance Company Limited (OICL) intends to select a vendor for providing AMC for SAP Investment Management System for a period of Three (3) years (extendable for further two years on mutually agreed terms and conditions).

1.4 Schedule of Events

General Details	
Department's Name	Information Technology Department
Scope of Work	Selection of qualified Bidder for Providing for AMC for SAP based Investment Management System for Oriental Insurance Co. Ltd.
Tender Details	Request for Proposal for Selection of Vendor for AMC of SAP based Investment Management System
Tender Type	Open
Mode of Tender	Online bidding through GeM Portal
Tender Ref. No.	OICL/HO/ITD/SAP-AMC/2022/01
Consortium	Not Allowed
Download Tender Documents	Tender Document can be downloaded from OICL's web portal https://orientalinsurance.org.in
EMD Amount	Bid Security Declaration as per format provided in Annexure 5 to be submitted
Bid Validity	As per Tender Document



AMC of SAP Based Investment Management System

Performance Bank Guarantee (for successful Bidder)	As per Tender Document
Tender Fees	Rs.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. In case of Online transfer, the bank details of OICL are provided in Section 1.5. The RFP Document Price is non-refundable and inclusive of taxes. (Exemption 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)
Key Dates	
Document Purchase Start Date & Time	05/04/2022 at 11:00 AM
Document Purchase End Date & Time	02/05/2022 at 03:00 PM
Last Date & Time for receipt of pre-bid queries	11/04/2022 at 03:00 PM
Pre Bid Meeting Date & Time	13/04/2022 at 03:00 PM
Last Date & Time for submission of Bids	02/05/2022 at 03:00 PM
Date & Time of Eligibility cum Technical Bid Opening	02/05/2022 at 03:30 PM
Presentation by Bidders	will be communicated
Date and Time of Technical Bid Opening	will be communicated
Declaration of Selected Bidder	will be communicated
Contact Information	The Deputy General Manager(IT), Information Technology Department, The Oriental Insurance Company Limited, 2 nd Floor, Head Office, Oriental House A-25/27, Asaf Ali Road, New Delhi-110002 Tel:+911143659201 , E-mail: tender@orientalinsurance.co.in
<ul style="list-style-type: none"> <i>It is mandatory for the Bidder to purchase the tender document so as to participate in the pre-bid meeting.</i> <i>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.</i> <i>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.</i> 	

1.5 Availability of tender document

- Non-transferable Tender document containing conditions of pre-qualification, detailed requirement specifications as also the terms and conditions can be downloaded from OICL's web portal <https://orientalinsurance.org.in>.
- 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.
- The RFP document will be available for sale between 11:00 AM to 03:00 PM on all working days as mentioned in section 1.4 on payment of non-refundable Tender Fee of Rs.5,000 (Rupees Five Thousand only) (inclusive of taxes) by crossed Demand Draft/Banker's Pay Order/ Online transfer in favour of "The Oriental Insurance Company Limited" payable at New Delhi. In case of Online transfer, the bank details of OICL are as under:-

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

(Exemption 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)



1.6 Eligibility Criteria

S.No.	Criteria	(Proof to be submitted)
1	Bidder should be a registered company in India under Companies Act 1956. Bidder should be in operation in India for minimum of five years.	Copy of the Certificate of Incorporation
2	The Bidder submitting the offer should be having a turnover of minimum Rupees 50 Crore per year in last three financial years (2018-19, 2019-20 and 2020-21). This must be the individual company turnover and not of any group of companies.	Copy of Audited Financial statements for the financial years (2018-19, 2019-20, 2020-21) or Certificate from Bidder's Statutory Auditor
3	The Bidder should have a positive net worth in last three financial years (2018-19, 2019-20 and 2020-21).	CA Certificate for the financial years 2018-19, 2019-20, 2020-21 stating the Net Worth as per the given formula, to be enclosed. Audited Financial statements for the financial years or Certificate from Bidder's Statutory Auditor
5	Bidder should be providing Application Management Support services for SAP Treasury and related FI Module to at least one BFSI Client in India having net worth more than Rs.1000 Cr. in last three financial years (2018-19, 2019-20 and 2020-21).	Relevant Credential letters or Purchase Order from the Client/Contract
6	Bidder should be a SAP Certified Partner in India	Proof for SAP Certified Implementation / Application Management Services Partner
7	The Bidder should not have been blacklisted by any Government or PSU or Regulator in India as on date of submission of Bid.	Self- Declaration to this effect must be submitted on the Bidder's letterhead.



2 Detailed Scope of Work

2.1 Infrastructure for SAP based Investment Management System

OICL has implemented SAP ECC 6.0.

1. OICL has 9 Blade Servers allocated for SAP Application with configuration as mentioned below:
 - CPU/ Cores- Intel Xenon CPU E5-2650 2.60GHZ (2Pocessors)
 - Memory – 64 GB
 - OS Type - Windows Server 2012 R2
2. Application level Cluster has been configured on One Blade Server.
3. The data base is Oracle 11g.
4. Data is Stored on EMC VMax 100K
5. D2D2T backup configuration has been implemented for both DC& DR
6. Sanovi DRM is deployed for automated DR Drill process.

2.2 Scope for AMC for SAP based Investment Management System

The Oriental Insurance Company Limited (OICL) intends to select vendor to provide the AMC Services for SAP based Investment Management System as per the technical/ functional specification given in the RFP document which is listed below:-

1. SAP ECC 6.0 Modules implemented at OICL are as follows.
 - I. SAP R3 – FI to manage FI Accounting
 - II. SAP R3 – FSCM
 - a) Treasury & Risk Management
 - b) Cash Management to Manage Investment
 - III. SAP R3 –Loans Management to Manage Loans
 - IV. SAP BIW / EP to provide decision support
2. The selected Bidder will have to maintain all the above modules and provide support for a period of three (3) years extendable for further (2) years on mutually agreed terms and conditions. Bidder will also have to submit the resume of the resources to be deployed for OICL as per Annexure 11.
3. The selected Bidder shall ensure that the SAP application run un-interruptedly and smoothly.
4. The Bidder is also required to provide Application Management, Technical, Functional and BASIS Support for the SAP Application during the contract period.
5. Co-ordination with Hardware vendor of OICL for resolving hardware and OS related issues including backup.
6. The Bidder should perform the DR Drills for SAP related application at the time of DR drill activities. OICL shall perform the DR Drill Quarterly.
7. Bidder is required to utilize the existing ticketing tool Solution Manager (SOLMAN) configured for ticket logging and detailed processes to be followed for logging requests, assigning requests to specific individuals, recording resolution, tracking overall time taken for resolution, etc. The Bidder should provide any additional software, hardware and middleware required for ticketing tool without any additional cost to the OICL.
8. Bidder has to document/ provide a specific mechanism or approach to quantify and monitor the types, volumes and cost of incidents.



9. Bidder has to provide the detailed report on the logins, logouts and access using administrator ID.
10. The Bidder will also provide a Project Manager to co-ordinate all the activities including SAP, hardware, networking etc. Project Manager will be responsible for liaising with all the stakeholders for transition and running the SAP smoothly.
11. The maintenance support should be provided on all the days on 24x 7 basis and should adhere to the SLA requirements.
12. Bidder shall provide support on offsite/onsite model on need basis to maintain the SLA requirement of the RFP. Onsite means Head Office of OICL (NCR). No extra cost would be provided for onsite support.
13. An Onsite support of One ABAPer with minimum three years of relevant experience would be required during the contract period to maintain SLA requirement of the Company.
14. The Bidder shall provide and implement from time to time, the Updates/Upgrades/New releases/New versions of the software. The Bidder should ensure upgrades, updates & patches of the SAP Solution and tools to OICL as and when released by SAP Solution OEM. The same should be implemented after proper impact analysis on the current system.
15. Monitoring systems to proactively determine, diagnose, and resolve problems.
16. Receive incidents, service requests, queries , change requests from OICL Team through any of the agreed modes for communication viz. mails, helpdesk ticket logging.
17. Enlightening the End Users with regard to the issues, implementing the changes at Configuration Level as and when required after proper impact analysis on current configuration and system.
18. Implementing the internal Circulars from OICL as and when required, implementing Periodical Changes, maintaining the SAP Application for the changes necessitated by internal or external circumstance, any other changes as required by OICL.
19. Carrying out Customization/Configuration changes for new requirements / new processes as and when required, without any extra cost, for those Efforts requiring less than 14 man days per change request. Efforts requiring more than 14 man days will be considered through Change Request route subject to condition based on mutually agreed number of man-days and will be paid based on per man-day cost agreed in Bill of Material.
20. ABAP support work includes debugging of existing ABAP programs, creating and changing layouts, subscripsts, reports, user exits, programs, functionality enhancements / interfacing programs, conversion programs etc.
21. Bidder should provide and maintain coding standards and quality control to ensure coding readability, performance, and sustainability.
22. The coverage of maintenance support will be at least across the following though not limited to these only:
 - i. Bug fixation in co-ordination with user department
 - ii. Incorporation of new requirements owing to legal, statutory and policy changes
 - iii. Customizations
 - iv. Solution/workarounds for Data Entry



- v. Re-installation of base software and System restoration
- vi. Report creation, modifications
- vii. Workflow changes
- viii. Resolution of reported errors
- ix. Enhancements of existing configurations and functionalities
- x. Documentation of all the changes made to the system
- xi. Coordinating with OEM for SAP solution related issues.
- xii. SAP Parameter setting
- xiii. SAP Notes Application
- xiv. SAP Spool Management
- xv. Monitoring of SAP systems for threshold and corrective action
- xvi. SAP Roles, Authorizations and access controls as per OICL management's approval
- xvii. Performing End Of Day and Beginning Of Day activities
- xviii. Manage Issue Resolution process
- xix. Daily Transaction execution support
- xx. Reporting related issues
- xxi. Updating User Manuals periodically/ on every change performed.
- xxii. Users Administration
- xxiii. Data Debugging to identify/assist in finding errors
- xxiv. Quarterly Database related support
- xxv. Database administration & maintenance
- xxvi. SAP Application Security
- xxvii. User and Core team trainings.
- xxviii. Backup scheduling, monitoring and quarterly backup restoration from production to UAT.
- xxix. Monthly synching of QC with production.
- xxx. Quarterly Performance tuning and optimization
- xxxi. Training of any changes made
- xxxii. SLA Adherence
- xxxiii. Performance tuning reports quarterly.

23. Database Performance Management

- i. Implement database upgrades into the production, non- production and DR environments
- ii. Track and co-ordinate database related incidents/ problems till resolution.
- iii. Analysis of incident/ problem trends
- iv. Monitor capacity requirements
- v. Maintaining and monitoring the health of databases - Monthly.
- vi. Monthly Monitor, analyze alerts and logs including
 - a) Database changes
 - b) Background job status
 - c) Operating system logs
 - d) Space management
- vii. Analyzing/Troubleshooting Database Performance
- viii. Collection of statistics for databases
- ix. Optimizing database performance
- x. Monitoring of transaction logs
- xi. Periodic optimization of application databases through compression facilities and database tuning.
- xii. DDL, export and import related activities
- xiii. Periodic optimization of application databases
- xiv. Perform Database Space analysis
- xv. Alignment to purging policy and review of archive logs requirement.
- xvi. Daily activities such as end of day, end of month, end of year/quarter etc.
- xvii. Perform regular import and loading of data and ad-hoc data extractions.
- xviii. Create definitions of logical data structures, tables, views, indexes, program specification blocks, stored procedures & define their relationships
- xix. Data Migration/correction support
- xx. Create (re-store), Implement and validate database recovery solutions.



24. The Bidder should ensure that the system complies with all the OICL's requirements and any statutory and regulatory guidelines.
25. Provide Customized report to meet periodic IRDAI reporting requirements and other report requirements in SAP module. (viz Monthly, Quarterly, Half yearly or Yearly basis).
26. Bidder shall develop and provide written Support request troubleshooting procedures for the system and application environment.
27. Management of the granting, removal, monitoring and editing of access rights allocated to the database environments.
28. Create, Implement and validate database recovery solutions.
29. Estimate & recommend database requirements based on performance and Business projections.
30. Bidder shall Submit and Maintain the following Deliverables:
 - i. Monthly SLA Reports
 - ii. Month on Month reduction of repeat tickets to improve system
 - iii. Enhancements required should be provided without disturbing the existing applications
 - iv. For each Critical issue Bidder has to provide proper RCA
 - v. SOPs need to be prepared for all the operational processes and any customization
 - vi. Providing statistics, trends and historical data and assisting with Service Level Management reporting.
31. OICL desires to have the following in place for better governance.
 - i. Issue tracker to be circulated to the concerned personnel of OICL on a monthly basis along with their closure status with proper RCA and SOP.
 - ii. Quarterly review with Bidder Project Manager at OICL Head Office (NCR).

2.3 Transition Activity

32. Bidder has to formulate the full transition process from OICL/ current vendor and provide an approach at the time of Kick off meeting.
33. Transition process would be of 30 days duration starting from the Date of Purchase Order. Bidder has to mobilize the team on ground for transition within 5 days from the date of purchase order for taking over the project from the existing vendor.
34. Bidder should set up a communication plan between the existing OICL vendor, OICL official and Bidder Transition Team.
35. Set-up transition management process (risk, issues, changes, dependencies, reporting etc.).
36. Discover and study existing practice, process, assets etc.
37. Define processes, develop SOPs, checklists, escalation matrix and flow charts.
38. Transition will be completed only when OICL respective team provide sign off on the documents submitted by the Bidder as part of transition phase.
39. Transition documents should be self-explanatory and should be in detail.
40. Documents should capture (Not limited to) all the workflow, parameters, services, configuration.



41. Bidder should provide the RACI Matrix and should obtain signoff from OICL.
42. Business as usual to be delivered by Bidder's team as per scope of work.
43. Bidder has to submit DR Drills Run book and all the process run book as part of transition phase which will be sign off by the respective team of OICL.
44. There has to be a dedicated team with a Project Manager for Transition phase.
45. Progress of the transition, delay, risk etc needs to be reported every week to OICL.
46. SME need to be deployed by the Bidder for all the modules of SAP who will take handover from the OICL and Current Vendor.
47. All the Critical Reports have to be the part of transition process.
48. There should be a site specific installation run book as well as architecture diagram which Bidder needs to produce in their transition documents.

2.4 Migration

49. The Bidder shall coordinate with the vendor responsible for migrating the application services at OICL's primary data center (Bengaluru) and disaster recovery site (Navi Mumbai) from the existing hardware to new hardware as OICL is in the process of procurement of new hardware and AMC services through open tendering process.
50. The Bidder shall be responsible for documenting a plan for migration of required Software and data from existing systems to new systems at DC and DR sites and submit the same to OICL.
51. Details of current Infrastructure is provided in Section 2.1 of this RFP. Successful Bidder shall co-ordinate with all the existing vendors of OICL during migration.
52. The Bidder shall be required to migrate the data from different systems which are currently installed at existing DC and DR sites to the new hardware.
53. The Bidder shall validate backup of all the data before commencing the transfer of data to new systems and afterwards at DC and DR sites which will be done by the vendor selected for Migration services.
54. The Bidder shall coordinate with the vendor responsible for maintaining records for confirming successful data migration to new systems at DC and DR Sites and submit the same to OICL.
55. Downtime allowed for each application will not be more than 12 hours and OICL shall prefer this switch over down time on weekends only



3 Terms & Conditions

3.1 Definition

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

3.2 Amendment to Bid Document

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

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

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.
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. OICL reserves the right to extend the dates for submission of responses to this document.
4. 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.
5. 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.
6. OICL reserves the right to make any changes in the terms and conditions of purchase. OICL will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations.
7. 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.



8. 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.

3.3 Sub-contracts

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.

3.4 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.

3.5 Submission of Bids

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

3.6 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 of the value of the contract** - valid till date of expiry of the 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).

3.7 Pre-Bid Meeting

All queries/ requests for clarification from Bidders must reach us by e-mail (tender@orientalinsurance.co.in) or in person as per section 1.4. 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 to be held as per section 1.4.

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.

3.8 Delay in Bidder's performance

Implementation of the Solution 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.

3.9 Payment Terms

1. Payment for each quarter shall be made on submission of the Quarterly Invoice by the vendor and the payment process for a completed quarter will be initiated at the beginning of next quarter.
2. Along with the Claim Invoice, the Vendor needs to submit the issue logs, SLA Documents and Process Documents for the Processes introduced / modified during the quarter, if not submitted as part of monthly reporting structure.

Other Payment Terms

1. At all times OICL would be paying only for the services/ application modules/ utilized by the OICL or deployed in production. At no point, OICL would pay for the services/ modules/ infrastructure that is not deployed for the OICL use.
2. Also, the payments for each month/ quarter (as applicable) will be made only after the acceptance of relevant activities/ deliverables for that month/ quarter. Any delay in receipt of deliverables will result in further delay of the payment.
3. The Bidder recognizes that all payments to the Bidder under this RFP and subsequent agreement are linked to and dependent on successful achievement and acceptance of milestones/ deliverables/ activities set out in the project plan and therefore any delay in achievement of such milestones/ deliverables/ activities shall automatically result in delay of such corresponding payment.
4. TCO will be calculated as the summation of the grand total of the price bid and all the items mentioned as additional items.
5. The reasons like non-familiarity with the site conditions and / or existing IT infrastructure will not be considered as a reason for any delay or extra claims whatsoever.
6. All the payments becoming due during each of the quarters of the contract period will be paid at the end of the respective quarter. AMC shall start from the date of PO.

3.10 Mode of Payment

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

3.11 Currency of Payments

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



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 three (3) years (extendable for further two years on mutually agreed terms and conditions). The contract period will start from the date of PO shared to Bidder by OICL.

4.2 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, if required. 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

4.3 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.

4.4 Assignment

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

4.5 Canvassing/Contacting

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

4.6 Indemnity

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

- a) Non-compliance of the Bidder with Laws / Governmental Requirements
- b) IP infringement
- c) Negligence and misconduct of the Bidder, its employees, and agents

Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages.



The Bidder shall not indemnify OICL for

- a) Any loss of profits, revenue, contracts, or anticipated savings or
- b) Any consequential or indirect loss or damage however caused

4.7 Inspection of Records

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

4.8 Publicity

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

4.9 Solicitation of Employees

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

4.10 Information Ownership

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

4.11 Sensitive Information

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

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



4.12 Confidentiality

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

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

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

In the event that Bidder is required by judicial or administrative process to disclose any information or materials required to be held confidential hereunder, Bidder shall promptly notify OICL and allow OICL a reasonable time to oppose such process before making disclosure.

Bidder understands and agrees that any use or dissemination of information in violation of this Confidentiality Clause will cause OICL irreparable harm, may leave OICL with no adequate remedy at law and OICL is entitled to seek to injunctive relief.

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

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

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

4.13 Liquidated Damages

If the Bidder fails to perform its duties, 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.

4.14 Termination for Default

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

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

In the event of OICL terminating the contract in whole or in part, pursuant to above mentioned clause, OICL may procure, upon such terms and in such manner, as it deems appropriate, goods and services similar to those undelivered and the Bidder shall be liable to OICL for any excess costs incurred for procurement of



such similar goods or services (capped at 5% differential value). However, the Bidder shall continue performance of the contract to the extent not terminated.

4.15 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, 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 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:

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

4.17 Termination for Convenience

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

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

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

4.18 Resolution of disputes

OICL and the Bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers of OICL and the Bidder, any disagreement or dispute arising between them under or in connection with the contract. If OICL project manager and the Bidder project manager are



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

4.19 Governing Language

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

4.20 Applicable Law

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

4.21 Prices

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

4.22 Taxes & Duties

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

4.23 Deduction

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

4.24 No Claim Certificate

The Bidder shall not be entitled to make any claim whatsoever against OICL under or by virtue of or arising out of this contract, nor shall OICL entertain or consider any such claim, if made by the Bidder after he shall



have signed a "No Claim" certificate in favor of OICL in such forms as shall be required by OICL after all payments due to the Bidder are made in full.

4.25 Rights reserved by OICL

- a) Company reserves the right to accept or reject any or all Bids without assigning any reasons.
- b) 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.
- c) OICL reserves the right to issue a fresh RFP for this project at any time during the validity of the contract period with the selected Bidder.

4.26 Limitation of Liability

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

4.27 Waiver

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

4.28 Violation of terms

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

4.29 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 14.

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.

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

4.30 Procurement through Local Suppliers (Make in India)

Procurement through Local Supplier (Preference to Make in India) will be done as per the “Public Procurement (Preference to Make in India) Order 2017 issued vide Department of Industrial Policy and Promotion (DIPP) Notification No. P-45021/2/2017-B.E-II dated 15.06.2017 and thereafter revised vide Notification No. P-45021/2/2017-PP (B.E-II) dated: 28.05.2018 & No. P-45021/2/2017-PP(BE-II) dated 04.06.2020. Please also refer to Notification No. F.No.33(1)/2017-IPHW dt:14.09.2017 for the list of Electronic Products that are notified under the Public Procurement (Preference to Make in India) Order 2017.

‘Local Supplier’ means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this Order. The minimum local content shall be 50%.

The bidder (if local supplier) will have to submit a self-certification that the offered item meets the minimum local content and shall give details of the Locations at which the local value addition is made. The bidder will also submit a certificate from statutory auditor or cost auditor of the company or from a practicing cost accountant or chartered accountant giving the percentage of local content.

4.31 Outsourcing Agreement

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

1. Contingency Planning: The Bidder is responsible for contingency planning of the outsourcing service to provide business continuity for the outsourced arrangements that are material in nature.
2. Express Clause: The contract shall neither prevent nor impede the company from meeting its respective regulatory obligations, nor the IRDAI from exercising its regulatory powers of conducting inspection, investigation, obtaining information from either the company or the Bidder.
3. Handing over of the Data, Assets etc.: In case of termination of the contract, the Bidder is responsible for handing over of the data, assets (hardware/software) or any other relevant information specific to the contract and ensure that there is no further use of the same by the Bidder.
4. Inspection and Audit by the Company: The Company shall conduct periodic inspection or audit on the Bidder either by internal auditors or by Chartered Accountant firms appointed by the Company to examine the compliance of the outsourcing agreement while carrying out the activities outsourced.
5. Legal and Regulatory Obligations: The Bidder shall ensure that the outsourcing contract/ arrangements do not:-
 - a) Diminish the Company's ability to fulfil their obligations to Policyholders and the IRDAI.
 - b) Impede effective supervision by the IRDAI.
 - c) Result in Company's internal control, business conduct or reputation being compromised or weakened.
6. Applicability of the laws/regulations: The Regulations apply irrespective of whether the outsourcing arrangements are entered into with an affiliated entity within the same group as the Company, or an outsourcing service Provider external to the group or the one who has been given sub-contract.



The Outsourcing Agreement shall not diminish the obligations of the Company and its Board & Senior Management to comply with the relevant law/s and regulations. The Bidder engaged by the company is subject to the provisions of the Insurance Act 1938, IRDA Act 1999, rules & regulations and any other order issued thereunder.

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

4.32 Regulations, Legal & Compliance

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

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

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

Under no circumstances OICL shall or any of our affiliates, employees or representatives, be liable to the bidder for any direct or indirect, claims or damages whatsoever emanating from any mistakes, inaccuracies, or errors of content, personal injury or property damage, of any nature whatsoever, emanating from your use to and access of our Social Media platforms or entities purporting to represent OICL. You 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 you. 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, you 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) your use of and access of our page; (ii) your violation of any of these Guidelines; (iii) your violation of any third party right, including without limitation any copyright, proprietary, or right to privacy; or (iv) all or any claim that content posted by you caused damage to a third party. The indemnification obligation contained herein shall survive these Guidelines and your use of our Social Media channels.

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

4.33 Guidelines for MSME

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

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



5 Instruction to Bidders

5.1 Instructions for Online Bid Submission

- a) Bidders should comply with rules and regulations of GeM portal for submission of Bids online.
- b) However, bidder needs to submit following signed and stamped documents in Hard Copies in **four separate sealed envelopes**:
 1. **Bill of Material as per format mentioned in Appendix-2.**
 2. **Non-Disclosure Agreement (NDA) as per format mentioned in Annexure 13**
 3. **Integrity Pact as per format mentioned in Annexure 14**
 4. **Power of Attorney on stamp Paper in offline mode to OICL Head office in a sealed envelope.**
- c) The sealed envelope should be properly labeled with the company name, RFP Ref No. & Date duly signed and stamped. If bidder does not submit the same, then bidder will be disqualified.
- d) The Sealed enveloped should reach OICL before or on the date and time of submission schedule as mentioned in the RFP.
- e) 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.
- f) 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.
- g) OICL will not be liable of the any arithmetic error in the bill of material, and the GEM final number will be accepted as the Total cost of the Project.
- h) If bidder misses or forgets to quote rates of any line item, then it is assumed that bidder will provide that service at zero cost to OICL during contact period.

5.2 Tender Bidding Methodology

The Bidders will be required to submit following two sets of separate documents on GeM Portal:-

1. Eligibility & Technical Bid
2. Commercial Bid

5.3 Bid Security

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

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

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



6 Bid Documents

6.1 Eligibility Bid Documents

1. The corporate profile of the bidder (printed corporate brochure is preferred).
2. Compliance to Eligibility Criteria as per RFP Section 1.6 along with all relevant supporting documents.
3. Bidder shall submit PAN number, GSTIN.
4. The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.
5. Application Form for Eligibility Bid as per Annexure 1.
6. 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.
7. Bid Security Declaration as per Annexure 5.
8. Major related activities carried out in last three financial years & their %age in revenue as per Annexure-7.
9. Statement of No-Deviation as per Annexure 8.
10. List of bidder's support/service locations in India as per Annexure 9.
11. The profile of the bidder as per Annexure 10.
12. Profile List of Project Team as per Annexure 11.
13. Non-Disclosure Agreement (NDA) as per Annexure 13 on stamp paper.
14. Integrity Pact as per Annexure 14 on Stamp Paper.
15. 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.

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. 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.
4. Implementation, Migration & Support plan
5. Undertaking from Bidder for providing authorized representatives of IRDAI the right to inspection, investigation, obtaining information (Annexure 12).
6. Compliance to mandatory Technical Specifications as per Appendix 1.
7. Category of SAP Partnership viz. Platinum, Gold, Silver etc. – Relevant certificate/document to be submitted on Bidder's Letterhead signed and stamped by Constituted Attorney.
8. Details of total SAP Certified Consultants in the Bidder's Organization in India - Relevant certificate/document to be submitted on Bidder's Letterhead signed and stamped by Constituted Attorney.
9. Details of total SAP Certified Consultants along with their total relevant experience in Treasury, FI module vertical in India. - Relevant certificate/document to be submitted on Bidder's Letterhead signed and stamped by Constituted Attorney.

Note:

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



6.3 Commercial Bid Documents

Bidder needs to submit signed and stamped Bill of Material as per format mentioned in Appendix-2 Bill of Material in Hard Copy in separate sealed envelope. Total Amount in bill of material should match with the total Amount mentioned in the GEM Portal.

The Commercial Bid should provide 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 figure and words.

6.4 Mandatory Documents required in Hard Copies (offline):

The bidder needs to submit following signed and stamped documents in Hard Copies **four separate sealed envelopes at OICL premises on or before the last date & time of submission of Bids as mentioned in Section 1.4 of the RFP:-**

1. Bill of Material as per format mentioned in Appendix-2.
2. Non-Disclosure Agreement (NDA) as per format mentioned in Annexure 13
3. Integrity Pact as per format mentioned in Annexure 14
4. Power of Attorney on stamp Paper in offline mode to OICL Head office in a sealed envelope.

If the Bidder fails to submit the same, the Bid may be rejected.

Evaluation Criteria - The competitive bids shall be submitted in two stages:

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

6.5 Evaluation Methodology

The evaluation of the bids will be a two-stage process based on Quality-cum-Cost Based Selection (“QCBS”) method.

Technical bids will be evaluated for various parameters as specified hereinafter under Section 6.6 and the bidders securing a minimum 70% marks in Technical evaluation will be considered for the next stage i.e. opening of Commercial Bids.

The Commercial Bids will be evaluated by assigning a score of 100 to the lowest quoted price (“LQP”) and the scores for Quoted Prices (“QP”) of the other qualified bids will be normalized as under:

Normalized Financial Score of a Bidder = $100 * LQP / QP$

The scores of the Technical and Financial Bids will be assigned weights as under:

Technical Score: 60%

Financial Score: 40%

The total scores (Technical + Financial) arrived at as above will be ranked in descending order (H1, H2, H3...) and the bidder with H1 score will be recommended by the Evaluation Committee for selection to the Competent Authority.



6.6 Technical Evaluation

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:-

S. No.	Technical Criteria	Maximum Marks
1	Organizational Strength	100
2	Presentation on the proposed solution	100
3	Bidder's Past Experience	350
4	Experience of the dedicated resources being allocated to our project	450
Total		1000

The Bidders scoring less than 70 percent marks (cut-off marks) in the technical evaluation shall not be considered for opening of the financial bids.

Once the evaluation of technical proposals is completed, the Bidders who score more than the prescribed cut-off score will only be shortlisted for opening of the financial bids.

OICL reserves the right to modify / amend the evaluation process at any time during the Bid process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change. Any time during the process of evaluation, OICL may seek specific clarifications from any or all the Bidders. OICL's decision in this regard shall be final & binding and no further discussion/interface will be held with the Bidders whose bids are technically disqualified/rejected.

Various parameters under the evaluation criteria listed above with their respective weights are set out as under:

1. Organizational Strength

Criterion	Credentials	Marks	Maximum Marks
Category of SAP Partnership	Platinum	30	30
	Gold	25	
	Silver	20	
No. of SAP Certified Consultants in India	More than 20 resources	30	30
	Between 10 and 20 resources	20	
No. of SAP Certified Consultants in India in Treasury and FI vertical.	More than 10 resources	40	40
	Less than or equal to 10 resources	30	
Total Marks			100



2. Presentation on the 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, the time and location of which 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 Investment Functions and Work Flow in an Indian Insurance Company	20
Demonstration of SAP functionality for insurance treasury	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 approach	30
Innovative use cases for the OICL	10
Total	100

3. Past Experience

The Bidder should provide details of past experience in providing AMC for SAP based Investment Management System. 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 "Technical Experience Details and Reference Form". The Bidder should provide the details of all the implementations in OICL including details of scope of project, number of branches with breakup of the role and proof of implementation experience.

Category	Maximum Marks	No. of Credentials	Marks
Maintenance/Support Services for clients within India	125	4 clients or more than 4 clients	125
		1 client to 3 clients	115
Bidder should have provided or should be providing Application Management Support services for SAP Treasury and FI Module in BFSI sector in India	150	4 clients or more than 4 clients	150
		1 client to 3 clients	130
Bidder should have provided or should be providing Application Management Support services for SAP Treasury Module in Insurance	75	4 clients or more than 4 clients	75
		1 client to 3 clients	50
Total	350		

4. Experience of the dedicated resources being allocated to our project

Category	Max Marks	No. of Credentials	Marks
Functional Experience on SAP Treasury Architecture	100	more than 4 years	100
		3 years and less than 4 years	90
Functional Experience -Customization, Implementation, Configuration, Knowledge of basic products like Govt Securities & debt ,MF, Equity, MM ETC	100	more than 4 years	100
		3 years and less than 4 years	60
Functional Experience-Basic knowledge of accounting terms and IRDAI Regulations	50	more than 4 years	50
		3 years and less than 4 years	40
ABAPER- Experience on SAP Treasury Architecture	80	more than 5 years' experience in Insurance	80
		3 years to 5 years' experience in Insurance	70
ABAPER Experience -Customization, Implementation, Configuration, Knowledge of basic products like Govt Securities & debt ,MF, Equity, MM ETC	80	more than 5 years' experience	80
		3 years to 5 years' experience	70
ABAPER- Basic knowledge of accounting terms and IRDAI Regulations	40	more than 5 years' experience	40
		3 years to 5 years' experience	30
Total	450		

In case the period is less than 6 months, the previous number of completed years will be considered. However, if the number of months is more than 6 months, the year will be considered to be a full year for the purpose of calculation.



6.7 Commercial Evaluation

The commercial bids for the technically qualified Bidders will be opened and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at OICL's discretion. The total cost of ownership for the purpose of evaluation shall be calculated over the contract period of Three (3) years.

1. Final selection

Final Selection will be based on CQCCBS Evaluation Process which is explained as under:

CQCCBS Evaluation Process:

Commercial bids will be subjected to CQCCBS evaluation process. Under CQCCBS (Cost Evaluation under Combined Quality cum Cost Based System), the technical proposals will be allotted weightage of 60% while the financial proposals will be allotted weightage of 40%. Proposal with a lowest cost may be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their prices. The total score, both technical and commercial/financial, shall be obtained by weighing the quality and cost scores and adding them up.

Highest marks basis: On the basis of the combined weighted score for quality and cost, the bidders shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks will be ranked H-1 and shall be recommended for award of contract.

As an example, the following procedure can be followed:-

In a particular case of selection of bidder, it was decided to have minimum qualifying marks for technical qualifications as 70 and the weightage of the technical bids and commercial/financial bids was kept as 60:40. In response to the RFP, 3 proposals, A, B & C were received. The technical evaluation committee awarded them 75, 80 and 90 marks respectively. The minimum qualifying marks were 70. All the 3 proposals were, therefore, found technically suitable and their commercial/financial proposals were opened after notifying the date and time of bid opening to the successful participants. The price evaluation committee examined the commercial/financial proposals and evaluated the quoted prices as under:

Prices Quoted by the qualified bidders

A: Rs.120.00

B: Rs.100.00

C: Rs.110.00

Using the formula $(\text{LEC}/\text{EC}) \times 100$, where LEC stands for lowest price quoted among the bidders and EC stand for price quoted by individual bidders, the committee gave them the following marks for commercial/financial proposals:

A: $(100/120) \times 100 = 83$ marks

B: $(100/100) \times 100 = 100$ marks

C: $(100/110) \times 100 = 91$ marks

In the combined evaluation, thereafter, the evaluation committee calculated the combined technical and commercial/financial score as under:

Proposal A: $75 \times 0.60 + 83 \times 0.40 = 78.2$ marks

Proposal B: $80 \times 0.60 + 100 \times 0.40 = 88$ marks

Proposal C: $90 \times 0.60 + 91 \times 0.40 = 90.4$ marks



The three proposals in the combined technical and commercial/financial evaluation were ranked as under:

Proposal A: 78.2 marks: H3

Proposal B: 88 marks: H2

Proposal C: 90.4 marks: H1

Proposal C at the evaluated cost of Rs.110.00 was, therefore, declared as winner and shall be recommended for award of contract, to the competent authority.

It is pointed out that the above is merely an illustration.

7 Service Level & Penalty

SLA requirements covering the scope of work and technical requirements is as given below: -

S.No.	Availability of Solution	Penalty
1	99.5% or more	NIL
2	$\geq 98.5\%$ to $> 99.5\%$	5% of quarterly charges
3	$\geq 97\%$ to $> 98.5\%$	10% of quarterly charges
4	$\geq 95\%$ to 97%	20% of quarterly charges
5	Below 95%	30% of quarterly charges

“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 (%): $\frac{(\text{Operation Hours} - \text{Downtime})}{(\text{Operation Hours})} * 100\%$

EXPECTED SERVICE LEVELS FOR RESOLVING THE ISSUES:-

Priority	Severity	Response Time	Resolution Time	Impact	Penalty
1	Show Stopper	Respond within 1 hour	Resolve within 8 hrs	Any problem that prevents users from making operational use of the software None of the user are able to work	Errors are not resolved within the stipulated time as above, there shall be a penalty of INR 500 per hour for period exceeding above said 8 hours resolution time. In case the error is not resolved within 2 days from the time of reporting of the error, Bidder shall be liable to pay a penalty of INR 1000 per hour for the delayed period after 2 days.
2	Severity 1	Respond within 2 hours	Resolve within 16 hrs	Any problem that has a significant impact on OICL's use of any critical functions of software (More than one module are not working)	Errors are not resolved within the stipulated time as above, There shall be a penalty INR 500 per hour for period exceeding above said 16 hours resolution time. In case the error is not resolved within 4 days from the time of reporting of the error, Bidder shall be liable to pay a penalty of INR 1000 per hour for the delayed period after 4 days.
3	Severity 2	Respond within 4 hours	Resolve within 5 business days	Non-critical errors : Such class of errors will include problems, which result in minimal impact to the use and live operation of software	Errors are not resolved within the stipulated time as above, there shall be a penalty of INR 500 per hour for period exceeding above said 5 days resolution time. In case the error is not resolved within 15 days from the time of reporting of the error, Bidder shall be liable to pay a penalty of INR 1000 per hour for the delayed period after 15 days.



4	Severity 3	Respond within 12 hours	Resolve within 10 business days	'Cosmetic' errors: which are not key to the business operations	Errors are not resolved within the stipulated time as above, there shall be a penalty of INR 500 per hour for period exceeding above said 10 days resolution time.
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EXPECTED SERVICE LEVELS FOR TRANSITION:-

Priority	SLA Measurement	SLA	Penalty	Measurement tools
1	The vendor is expected to finish the transition as per transition timeline mentioned in the RFP	Transition to be completed within the timeline specified in the RFP	0.5 percent of the of the total cost of ownership for every week of delay or part thereof	Manual

1. A maximum deduction of 10% of the total contract price (other than penalty arising due to transition). Once the maximum is reached, OICL may consider termination of the contract. The penalty calculated shall be adjusted from the amount payable.
2. Penalties are not applicable for reasons attributable to OICL and / or Force Majeure. Penalties due to transition will not be capped.

8 Disclaimer

This RFP is being issued by OICL for inviting bids for providing AMC for SAP Investment Management System. 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/SAP-AMC/2022/01****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**

Please attach completion certificates/citations/notification for each reference provided.

S.N.	Name of Client	Financial Year	Contact Details of Client	Details of Project	Date of Award of Project	Current Status of Project
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						

**9.3 Annexure- 3 - Contract Form**

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

WHEREAS the Purchaser is desirous that certain software and services should be provided by the Vendor viz., _____ and has accepted a bid by the Vendor for the supply of those 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/SAP-AMC/2022/01**)

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



Designation		Designation	
Address		Address	
Company		Company	
Date		Date	
Company Seal		Company Seal	
Witness I		Witness II	
Signature		Signature	
Name		Name	
Designation		Designation	
Address		Address	
Company		Company	
Date		Date	

**9.4 Annexure 4 – Pre-Bid Query Format**

RFP No. : OICL/HO/ITD/SAP-AMC/2022/01

Sr. No.	Page #	Point / Section #	Existing Clause	Query Sought
1				
2				
3				
4				
5				

**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/Madam,

Reg: Tender Ref No: OICL/HO/ITD/SAP-AMC/2022/01

I/We, the undersigned, declare that:

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

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

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

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

Name: _____

Designation: _____

Date: _____

Signature: _____

Company Seal

**9.6 Annexure- 6 - Pro forma for Performance Security**

To: (Name of Purchaser)

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

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

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

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

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

Signature and Seal of Guarantors (Supplier's Bank)

.....

Date.....

Address.....

.....

**9.7 Annexure 7: Major Related Activities carried out in last three financial years & their %age in revenue**

S. No.	Services	Year=		Year=	
		Amount	% in Revenue	Amount	% in Revenue
Bidder					
1	SAP Services				
Total					

Signature _____

Name _____

Designation _____

Date _____



9.8 Annexure 8: Statement of No Deviation

To

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

Reference: Tender Ref No: OICL/HO/ITD/SAP-AMC/2022/01

Sir/Madam,

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

**9.9 Annexure 9: Office locations and service infrastructure facilities**

Details of the Centre(s) owned and operated by the Bidder							
Name of City where located	Address	Contact Person	Telephone Number(s)	Fax Number(s)	E-mail address	Working hours	Remarks

Witness

Signature _____ Signature _____
Name _____ Name _____
Designation _____ Designation _____

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

Company Seal

Bidder

**9.10 Annexure 10: Bidder Profile**

a)	Registered Name & Address of The Bidder	:
b)	Location of Corporate Head Quarters	:
c)	Date & Country of Incorporation	:
d)	Service facilities location & size	:
e)	Major Related Activities carried out in last two years & their %age in revenue	:
f)	Total number of employee	:
g)	List of major clients	:
h)	Name & Address of Contact Person with Tel. No / Fax /e-mail	:
i)	Client Reference	:
j)	Annual turnover for the three previous financial years	:
k)	Net worth (Paid up capital plus free reserves) for the previous financial year	:

NOTE: - Please attach last 3 years financial results duly certified by the auditors along with an attested copy of Certificate of Incorporation.

Signature: _____

Name: _____

Designation: _____

Date: _____

(Company Seal)

**9.11 Annexure 11: Project Team Profile List****A. List of resources with Technical experience****

S.No.	Name of the Resource	Total SAP Implementation/ Support/ Transition Experience (Year/Month)	Client Name	Will be Deployed at OICL (Y/N)	Remarks

B. List of resources with Functional experience**

S.No.	Name of the Resource	Total SAP Implementation/ Support/ Transition Experience (Year/Month)	Client Name	Will be Deployed at OICL (Y/N)	Remarks

** Knowledge of ABAP, Database and Infrastructure Management with minimum three years of experience.



Project Team Profiles (Resource wise) Format: Detailed Profile of the Project Team

1	Name			
a	Brief Introduction (in bullets)			
2	Phone Number			
3	Position in the firm			
4	Total years of post-qualification work experience			
4	Employment Record			
	Company Name	Positions Held	Duration	Clients Worked
5.1				
5.2				
5.3				
5.4				
5.5				
6	Number of years with the firm			
7	Details of relevant assignments undertaken (include both past and current employment projects and highlight BFSI /Insurance sector, if any)			
	(Provide scope, duration, client name and status of assignment)			
a	Year			
	Location			
	Client Name			
	Main project title and features			
	Position held			
	Activities performed			
b	Year			
	Location			
	Client Name			
	Main project title and features			
	Position held			
	Activities performed			
S.No	Area	Experience	Educational Qualifications/ Certifications/ Skills	
1	Technical	>=3 years	<ul style="list-style-type: none"> Knowledge/expertise on Infrastructure Management Knowledge/ Expertise on Database management Experience/Expertise of ABAP Willing to work in 24X7 environment Should have worked in 1 SimilarProject 	
2	Functional	>=3 Years	<ul style="list-style-type: none"> Experience on SAP Treasury module Basic knowledge of accounting terms, treasury and risk Customization, Implementation, Configuration, Knowledge of businessLogic. Willing to work in 24X7 environment, should have worked in 1 SimilarProject. 	



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

To,

The Deputy General Manager
The Oriental Insurance Company Limited.
IT Dept, 2nd Floor,
"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/SAP-AMC/2022/01**

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



9.13 Annexure 13 - Non-Disclosure Agreement

(On Rs.100 Non-Judicial stamp paper)

This Non-Disclosure Agreement made and entered into at..... This ... day of..... 2022

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)

**9.14 Annexure-14 - 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 _____ 2022, 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 for bearing 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 consultation with the central vigilance commission.

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

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

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

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

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

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



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

9. Facilitation of Investigation

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

10. Law and place of jurisdiction

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

11. Other Legal Actions

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

12. Validity

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

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

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

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

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



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



10 Appendix

10.1 Appendix 1: Compliance to Scope of Work

S. No.	Scope of Work	Compliance (Yes/No)
1	The selected Bidder will have to maintain all the below mentioned modules SAP R3 – FI to manage FI Accounting i. SAP R3 – FSCM a) Treasury & Risk Management b) Cash Management to Manage Investment ii. SAP R3 –Loans Management to Manage Loans iii. SAP BIW / EP to provide decision support	
2	The selected Bidder will have to maintain and provide support for a period of three (3) years extendable for two (2) years on mutually agreed terms and conditions	
3	The selected Bidder shall ensure that the SAP application run un-interruptedly and smoothly.	
4	The Bidder is also required to provide Application Management, Technical, Functional and BASIS Support for the SAP Application during the contract period	
5	Co-ordination with Hardware vendor of OICL for resolving hardware and OS related issues.	
6	The Bidder should perform the DR Drills for SAP related application at the time of DR drill activities. OICL shall perform the DR Drill Quarterly.	
7	Bidder is required to utilize the existing ticketing tool Solution Manager (SOLMAN) configured for ticket logging and detailed processes to be followed for logging requests, assigning requests to specific individuals, recording resolution, tracking overall time taken for resolution, etc. The Bidder should provide any additional software, hardware and middleware required for ticketing tool without any additional cost to the OICL.	
8	Bidder has to document/ provide a specific mechanism or approach to quantify and monitor the types, volumes and cost of incidents.	
9	Bidder has to provide the detailed report on the logins, logouts and access using administrator ID.	
10	The Bidder will also provide a Project Manager to co-ordinate all the IT related activities including SAP, hardware, networking etc. This Project Manager will be responsible for liaising with all the stakeholders for transition and running the SAP smoothly.	
11	The maintenance support should be provided on all working days and should adhere to the SLA requirements.	
12	Bidder shall provide support on offsite/onsite model on need basis to maintain the SLA requirement of the RFP. Onsite means Head Office of OICL (NCR). No extra cost would be provided for onsite support.	
13	An Onsite support of One ABAPer with minimum three years of relevant experience would be required during the contract period to maintain SLA requirement of the Company.	
14	The Bidder shall provide and implement from time to time, the Updates/Upgrades/New releases/New versions of the software. The Bidder should ensure upgrades, updates & patches of the SAP Solution and tools to OICL as and when released by SAP Solution OEM.	
15	Monitoring systems to proactively determine, diagnose, and resolve problems	
16	Receive incidents, service requests, queries , change requests from OICL Team through any of the agreed modes for communication	
17	Enlightening the End Users with regard to the issues, implementing the changes at Configuration Level as and when required.	



18	Implementing the internal Circulars from OICL as and when required, implementing Periodical Changes, maintaining the SAP Application for the changes necessitated by internal or external circumstance, any other changes as required by OICL.	
19	Carrying out Customization/Configuration changes for new requirements / new processes as and when required, without any extra cost, for those Efforts requiring less than 21 man days per change request. Efforts requiring more than 21 man days will be considered through Change Request route subject to condition based on mutually agreed number of man-days and will be paid based on per man-day cost agreed in Bill of Material	
20	ABAP support work includes debugging of existing ABAP programs, creating and changing layouts, subscripts, reports, user exits, programs, functionality enhancements / interfacing programs, conversion programs.	
21	Bidder should provide and maintain coding standards and quality control to ensure coding readability, performance, and sustainability.	
22	<p>The coverage of maintenance support will be at least across the following though not limited to these only:</p> <ul style="list-style-type: none"> i Bug fixation in co-ordination with user department ii Incorporation of new requirements owing to legal, statutory and policy changes iii Customizations iv Solution/workarounds for Data Entry v Re-installation of base software and System restoration vi Report creation, modifications vii Workflow changes viii Resolution of reported errors ix Enhancements of existing configurations and functionalities x Documentation of all the changes made to the system xi Coordinating with OEM for SAP solution related issues. xii SAP Parameter setting xiii SAP Notes Application xiv SAP Spool Management xv Monitoring of SAP systems for threshold and corrective action xvi SAP Roles, Authorizations and access controls as per OICL management's approval xvii Performing End Of Day and Beginning Of Day activities xviii Manage Issue Resolution process xix Daily Transaction execution support xx Reporting related issues xxi Updating User Manuals xxii Users Administration xxiii Data Debugging to identify/assist in finding errors xxiv Database related support xxv Database administration & maintenance xxvi SAP Application Security xxvii User and Core team trainings. xxviii Backup scheduling and monitoring xxix Periodical Performance tuning and optimization xxx Training of any changes made xxxi SLA Maintenance xxxii Performance tuning reports 	
23	<p>Database Performance Management</p> <ul style="list-style-type: none"> a. Implement database upgrades into the production, non- production and DR environments b. Track & co-ordinate database related incidents/ problems till resolution. c. Analysis of incident/ problem trends d. Monitor capacity requirements e. Maintaining & monitoring the health of databases. f. Monitor & analyze alerts & logs including <ul style="list-style-type: none"> i. Database changes ii. Background job status iii. Operating system logs iv. Space management g. Analyzing/Troubleshooting Database Performance h. Collection of statistics for databases i. Optimizing database performance j. Monitoring of transaction logs k. Periodic optimization of application databases through compression facilities and database tuning. l. DDL, export & import related activities m. Periodic optimization of application databases 	



	<p>n. Perform Database Space analysis</p> <p>o. Alignment to purging policy and review of archive logs requirement.</p> <p>p. Daily activities such as end of day, end of month, end of year/quarter etc.</p> <p>q. Perform regular import and loading of data and ad-hoc data extractions.</p> <p>r. Create definitions of logical data structures, tables, views, indexes, program specification blocks, stored procedures & define their relationships</p> <p>s. Data Migration/correction support</p> <p>t. Create (re-store), implement and validate database recovery solution.</p>	
24	The Bidder should ensure that the system complies with all the OICL's requirements and any statutory and regulatory guidelines	
25	Provide Customized report to meet periodic IRDAI reporting requirements and other report requirements in SAP module. (viz Monthly, Quarterly, Half yearly or Yearly basis)	
26	Bidder shall develop and provide written Support request troubleshooting procedures for the system and application environment.	
27	Management of the granting, removal, monitoring and editing of access rights allocated to the database environments.	
28	Create, Implement and validate database recovery solutions.	
29	Estimate & recommend database requirements based on performance and Business projections	
30	<p>Bidder shall Submit and Maintain the following Deliverables:</p> <p>i Monthly SLA Reports</p> <p>ii Month on Month reduction of repeat tickets to improve system</p> <p>iii Enhancements required should be provided without disturbing the existing applications</p> <p>iv For each Critical issue Bidder has to provide proper RCA</p> <p>v SOPs need for all the operational processes and any customization</p> <p>vi Providing statistics, trends and historical data and assisting with Service Level Management reporting.</p>	
31	<p>OICL desires to have the following in place for better governance.</p> <p>i Issue tracker to be circulated to the concerned personnel of OICL on a monthly basis along with their closure status with proper RCA and SOP.</p> <p>ii Quarterly review with Bidder Project Manager at OICL Head Office (NCR).</p>	
32	Bidder has to formulate and govern the full transition process from OICL/ current vendor and provide an approach at the time of Kick off meeting	
33	Transition process would be of 30 days duration starting from Date of Purchase Order, Bidder has to mobilize the team on ground for transition within 5 days from the date of purchase order for taking over the project from the existing vendor.	
34	Bidder should set up a communication plan between the existing OICL vendor, OICL official and Bidder Transition Team	
35	Set-up transition management process (risk, issues, changes, dependencies, reporting etc.)	
36	Discover and study existing practice, process, assets etc.	
37	Define processes, develop SOPs, checklists, escalation matrix and flow charts	
38	Transition will be completed only when OICL respective team provide sign off on the documents submitted by the Bidder as part of transition phase.	
39	Transition documents should be self-explanatory and should be in detail.	
40	Documents should capture (Not limited to) all the workflow, parameters, services, configuration	
41	Bidder should provide the RACI Matrix and should obtain signoff from OICL	
42	Business as usual to be delivered by Bidder's team as per scope of work	
43	Bidder has to submit DR Drills Run book and all the process run book as part of transition phase which will be sign off by the respective team of OICL.	
44	There has to be a dedicated team with a Project Manager for Transition phase.	
45	Progress of the transition, delay, risk etc needs to be reported every week to OICL	
46	SME need to be deployed by the Bidder for all the modules of SAP who will take handover from the OICL and Current Vendor	
47	All the Critical Reports has to be the part of transition process.	
48	There should be a site specific installation run book as well as architecture diagram which Bidder needs to produce in their transition documents	



49	The Bidder shall coordinate with the vendor responsible for migrating the application services at OICL's primary data center (Bengaluru) and disaster recovery site (Navi Mumbai) from the existing hardware to new hardware as OICL is in the process of procurement of new hardware and AMC services through open tendering process.	
50	The Bidder shall be responsible for documenting a plan for migration of required Software and data from existing systems to new systems at DC and DR sites and submit the same to OICL.	
51	Details of current Infrastructure is provided in Section 2.1 of this RFP. Successful Bidder shall co-ordinate with all the existing vendors of OICL during migration.	
52	The Bidder shall be required to migrate the data from different systems which are currently installed at existing DC and DR sites to the new hardware.	
53	The Bidder shall validate backup of all the data before commencing the transfer of data to new systems and afterwards at DC and DR sites which will be done by the vendor selected for Migration services.	
54	The Bidder shall coordinate with the vendor responsible for maintaining records for confirming successful data migration to new systems at DC and DR Sites and submit the same to OICL.	
55	Downtime allowed for each application will not be more than 12 hours and OICL shall prefer this switch over down time on weekends only	



10.2 Appendix 2: Bill of Material

Part A – AMC Cost (Amount in Rs. and excluding taxes)

S.No.	Item	Year 1	Year 2	Year 3	Total
1	SAP Application Maintenance Support (AMC) for all the Modules as per Scope of Work in the RFP				
2	Any Other(Please specify)				
Total (A)					

Part B - Facilities Management cost (Amount in Rs. and excluding taxes)

S.No	Item	No of resources	Year 1		Year 2		Year 3		Total
			Rate per resource	Total	Rate per resource	Total	Rate per resource	Total	
1	Facility management Services								
2	Any other (Please specify)								
Total (B)									
Adequate deputation of the resources should be factored from Bidder side in such a way that the resources should have necessary & sufficient experience. The resource should have knowledge to handle the in scope solution. The Bidder should also factor in the cost of One ABAPer resource onsite at HO Premises.									

Part C - Customization Cost (Amount in Rs. and excluding taxes)

S.No.	Item	Year 1	Year 2	Year 3	Total
1	Change Request cost (100 Man days/year)				
2	Any Other(Please specify)				
Total (C)					

Total Cost of Ownership (Amount in Rs. and excluding taxes)

S.No.	Item	Year 1	Year 2	Year 3	Total
1	AMC Cost (A)				
2	Facilities Management Cost (B)				
3	Customization Cost (C)				
Grand Total (Part A+ Part B+ Part C)					

Note:-

1. The Bidder is expected to quote the costs for all items required for fully complying with the requirements of the RFP and the addenda 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 services.
2. OICL is not responsible for any arithmetic errors in the commercial bid details sheet committed by the shortlisted 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. The taxes as applicable will be reimbursed by OICL. 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.
5. All amounts in the Bill of Material should be in INR
6. 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.
7. If OICL shifts the Head Office premises to a new location, the successful Bidder shall provide respective services from the new location at no extra cost to OICL.

Name: _____

Designation: _____

Date: _____

Signature: _____

Company Seal

=====End of Document=====