

The Oriental Insurance Company Limited

Head Office, New Delhi



**Request for Proposal
For
Selection of Application Service Provider
For
E-Procurement Services**

(Tender Ref No: OICL/HO/ITD/EPROCUREMENT/2017/01 Dated 23-03-2017)

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/EPROCUREMENT/2017/01 Dated 23-03-2017
Copy No.	
Date of Issue	
Tender Issued to Bidder	
Cheque No./Draft No.	
Date	
Cheque/Draft Amount	
Bank Name	
Name & Designation of OICL Official with Signature	
OICL Official	Bidder's Representative with Contact No. and Date



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This tender document is not transferable.

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

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

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

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Purpose of this document

The purpose of this Request for Proposal (hereafter referred to as “RFP”) is to define scope of work for the Bidder for providing the e-Procurement Services.

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

Definitions and Acronyms

AMC	Annual Maintenance Contract
ATR	Acceptance Test Report
ATS	Annual Technical Support
Bidder	Single point appointed by OICL for e-Procurement services, based on the bill of materials shared by OICL.
CVC	Central Vigilance Commission
DC	Data Centre which is located at Bengaluru
DRS/DRC/DR	Disaster Recovery Site which is located in Mumbai
HO	Head Office
RO	Regional Office
DO	Divisional Office
BO	Branch Office
SVC	Service Centre
EC	Extension Counter
MO	Micro Office
IP	Internet Protocol
IT	Information Technology
LAN	Local Area Network
Mbps	Million Bits per Second
MPLS	Multi-Protocol Label Switching
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
Event	Event” shall mean one process of e-Procurement



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 & Secondary Data Centre (SDC/DR) at Mumbai, 31 regional offices in various cities, Oriental Staff Training College (OSTC) at Faridabad and Chennai, 340+ divisional offices, 500+ branch offices, Regional Training Centers, 28 Claims Service centers, 32 TP Hubs and 900+ extension counters/micro offices geographically spread out across India. Currently Head Office has 5 buildings located in New Delhi along with OSTC Faridabad.

As on date, all offices of OICL are provisioned with dual active-active links using MPLS over RF, leased lines etc. Further, Roam connectivity is provided to EC's 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 Mumbai and Bengaluru. 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 12 million new policies in the year 2015-16. 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 15,000 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 sealed bids from eligible Bidders for selection of Application Service Provider for E-Procurement Services.

1.3 Project Objective

The Oriental Insurance Company Limited (OICL) intends to select an Application Service Provider for its E-Procurement services. Accordingly, quotations will be invited from the selected Service Provider as and when the need arises.

OICL intends that the contract, which is contemplated herein with the Bidder, shall be for a period of two year (Extendable for one year on mutually agreed terms and conditions).



1.4 Schedule of Events

General Details	
Department's Name	Information Technology Department
Scope of Work	Selection of Application Service Provider for e-Procurement Services
Tender Details	Request for Proposal for Selection of Application Service Provider for e-Procurement Services
Tender Type	Open
Tender No.	OICL/HO/ITD/EPROCUREMENT/2017/01 Dated 23-03-2017
Consortium	Not Allowed
Download Tender Documents	Document to be purchased from Information Technology Department, The Oriental Insurance Company Limited, Asaf Ali Road, Delhi
Key Dates	
Document Purchase Start Date and Time	23-03-2017 11:00
Document Purchase End Date and Time	20-04-2017 15:00
Last Date and Time for receipt of pre-bid queries	30-03-2017 before 13:00
Pre Bid Meeting Date, Time and Location	31-03-2017 10:30 at IT Department HO
Last Date and Time for submission of Bids	20-04-2017 15:15
Date and Time of Eligibility Cum Technical Bid Opening	20-04-2017 15:30
Presentation by Bidders	Will be communicated
Opening Of Commercial Bid	Will be communicated
Declaration of Selected Bidder	Will be communicated
Payment Details	
Tender Fees (INR)	INR 5,000 (Rupees Five Thousand only)
EMD Amount (INR)	INR 25,000 (Rupees Twenty Five Thousand only)
Bid Validity	As per Tender Document
Performance Bank Guarantee (for successful Bidder)	As per Tender Document
Other Details	
Contact Information	Deputy General Manager (IT) Information Technology Department The Oriental Insurance Company Limited 2nd Floor, Head Office, Oriental House A-25/27, Asaf Ali Road, New Delhi – 110 002 Tel: +91 11 23243693 / +91 11 43659209 Fax: +91 11 23269087 E-mail: tender@orientalinsurance.co.in

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

Note:



- I. It is mandatory for the Bidder to purchase the tender document for participating in the pre-bid meeting.
- II. 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.
- III. 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.
- IV. This is a non-transferable RFP document.
- V. A copy of the Tender document is available on the web portal www.orientalinsurance.org.in under the link 'Tenders'. Bidders have to purchase Tender document in order to submit bids.
- VI. Please note that the Company shall not accept any liability for non-receipt/non-delivery of bid document(s) in time.

OICL reserves the exclusive right to make any amendments / changes to or cancel any of the above actions or any other action related to this RFP.

If any of the above dates is declared a holiday for OICL, the next working date will be considered. OICL reserves the right to change the dates mentioned in the RFP.

1.5 Availability of tender document

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

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

The RFP document will be available for sale at the above address on all working days as per the date and time specified in section 1.4 Schedule of Events on payment of non-refundable Tender Fee of Rs. 5,000/- (Rupees Five thousands only) by crossed Demand Draft/ Banker's Pay Order in favor of "The Oriental Insurance Company Limited" payable at New Delhi. Tender fee is inclusive of all taxes.

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



1.6 Eligibility Criteria

S.NO.	CRITERIA	SUPPORTING DOCUMENTS
1	The bidder should be a Company / firm / LLP having its registered offices in India. It should also be registered with the Service Tax Authorities, and should be registered with the appropriate authorities for all applicable statutory taxes/duties	Certificate of Incorporation/ Certificate of Commencement of Business and Service Tax Registration Certificate
2	The bidder should be a profit making entity in any two of the last three financial years, viz. 2013-14, 2014-15 and 2015-16	Audited Financial Statements for the last three financial years viz. 2013-14, 2014-15 and 2015-16 And CA Certificate certifying the same
3	The bidder should have a minimum annual turnover of Rs.10cr in the last 3 financial years viz. 2013-14, 2014-15 and 2015-16	Audited Financial Statements for the last three financial years viz. 2013-14, 2014-15 and 2015-16 And CA Certificate certifying the same
4	Bidder should have minimum 2 yrs experience in e-tendering with at least 1 Govt. Organization/ PSU/ BFSI client in India.	Credential Letter from client/ Copy of Purchase orders
5	Bidder should have conducted at least 100 e-procurement events in each of the last 2 years	Self-declaration to this effect must be submitted on bidder's letterhead
6	Reference of at least 3 successfully completed sourcing projects of which at least 2 should be of Govt. Organization/ PSU/ BFSI clients	Credential Letter from client/ Copy of Purchase orders/ Completion Certificate
7	Bidder should be an ISO 27001 or CMMI - Level 3 or above.	Copy of ISO 27001 or CMMI - Level 3 or above certificate.
8	The Bidder should not have be blacklisted / barred by any PSU, Government of India or any regulatory body in India at the time of bid submission.	Self-declaration to this effect must be submitted on bidder's letterhead
9	The Solution should be PKI enabled and should support industry standard encryption algorithm conforming to IT Act 2000.	Documentary proof like STQC Certificate
10	Bidder should have a valid STQC certificate for e-Tendering for the system provided to any of the government client.	Copy of STQC Certificate

1.7 Project Timelines

The selected ASP should be ready for the first Event, which will be the Proof of Concept, within 30 days of acceptance of the Purchase Order or as extended by OICL in writing.

OICL shall conduct one e-Procurement event online as Proof of Concept without any cost to OICL, with the successful Bidder. Only after successful completion of Proof of Concept the system will be deemed to be accepted by OICL.



2 Detailed Scope of Work

The Oriental Insurance Company Limited (OICL) intends to select an Application Service Provider for providing e-procurement services. The offer should provide an Electronic Procurement Platform for electronic tendering with the objective of automating the entire procurement process from indenting to Award of Contract for OICL.

The offer should provide functionalities like Creation of Requisition, Creation of Tender, Cancel/Re-invite Tender, Prepare Tender document online, Approve Tender online, Create Bidding formats, Centralized Registration of Vendors/ Contractors, Uploading of Tenders, Downloading of Tenders by prospective Vendors, Pre-Bid Queries, Facility for online Pre-Bid Meetings, Publish Minutes of Pre-Bid Meeting, Submit Bids Online, Upload attachments to Tender, Technical Evaluation, Price Bid Opening, Publish Tender Results, Award of Contract, Purchase Order, Management Information System (MIS), Audit Trail, Change of schedules etc.

The major work under this tender relates to e-tendering by the selected bidder, with the objective of selection of vendor for tenders floated by OICL.

The selected bidder shall comply with the Technical Specifications narrated in Appendix 1 and adhere to the guidelines issued by CVC and other Regulatory related to E-Procurement activities. The selected bidder also should maintain confidentiality of any type of the information received in tendering process conducted by them for OICL.

The Application Service Provider (ASP) shall have office in Delhi NCR.

The Application Service Provider (ASP) shall conduct the e-procurement (web tendering) activity.

ASP using software should be compliant with:

1. STQC certification
2. Provisions of the Information Technology Act.
3. Central Vigilance Commission guidelines regarding use of e-procurement
4. Any other guidelines issued by regulatory authorities with respect to e-procurement

The Bidder should have Data Centre and Disaster recovery center in India with all required hardware and software, application software with proper backup facilities.

Providing e-procurement platform/ portal, e-procurement software, Robust and Security Connectivity to access the portal, in compliance with the security guidelines as mentioned in Appendix 1

1. Conducting actual web based e-Tender events on Internet.
2. Providing information related to Web tendering format at every stage.
3. Service provider will jointly work with the OICL in ensuring suppliers, who have been identified, participate in online bidding.
4. Obtaining Process-cum-Technical Compliance Statements from prospective Bidders.
5. Support to all prospective bidders on participation in online bidding as well as on use of comprehensive use of online bidding tools and obtaining certificate to this effect from the bidders.
6. Mapping the selected business rules on to the online-bidding package.
7. Training OICL's Procurement Team on administering, monitoring, supervising and usage of the e-procurement solution provided by the Bidder by conducting a mock event.
8. Handholding, Support and Help Desk services on connectivity and other technical issues



TRAINING

Training OICL's Procurement Team (maximum of 10) on administering, monitoring, supervising and usage of the e-procurement solution provided by the successful bidder by conducting two events.

The details of the training are to be provided by the Bidders and shall be subject to evaluation by OICL to ensure that all the components of the system are covered in the training by the Bidder.

Bidder to note that the first two mock sessions will be free of cost and bidder has to quote for any subsequent sessions that OICL may call for in the future as per Appendix 2- Bill of Materials.

The Bidder should note that no additional charges are payable for training the bidder in each event.

OTHER TERMS AND CONDITIONS

Online e-tender events will have to be carried out as specified by OICL without disturbing any existing processing and other activities and at time schedules as may be indicated by OICL.

SOFTWARE VERSION

The bidder should ensure usage of latest licensed software with proper update/ patches and their subcomponents as has been sought in the technical/ functional requirements. The offer may not be evaluated and/ or will be liable for rejection in case of non-submission or partial submission of Software Version of the items offered. Substituting required information by just software name is not enough.

ONSITE AND OFFSITE SUPPORT STAFF

Bidder should provide the helpline and technical support for all the sub-events (i.e. Bid Creation, Eligibility Bid Opening, technical Bid Opening , Commercial Bid Opening etc.) in the tenders, however if required bidder should also provide onsite support at HO, OICL Delhi without any additional cost to OICL.



3 Terms & Conditions

3.1 General

3.1.1 Definitions

OICL/ PURCHASER: Shall mean The Oriental Insurance Company Limited Solution: Shall mean e-Tendering Services.

3.1.2 Amendment to Bid Document

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

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

- a) 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.
- b) 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.
- c) OICL reserves the right to extend the dates for submission of responses to this document.
- d) Preliminary Scrutiny – OICL will scrutinize the offer to determine whether it is complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. OICL may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on the Bidder and OICL reserves the right for such waivers and OICLs decision in the matter will be final.
- e) 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.
- f) 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.
- g) 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.



- h) Right to Alter Quantities – OICL reserves the right to alter the requirements specified in the tender. OICL also reserves the right to delete or increase one or more items from the list of items specified in the tender. OICL will inform the Bidder about changes, if any. In the event of any alteration in the quantities the price quoted by the Bidder against the item would be considered for such alteration. The Bidder agrees that the prices quoted for each line item & component is valid for period of contract and can be used by OICL for alteration in quantities. Bidder agrees that there is no limit on the quantities that can be altered under this contract. During the contract period the Bidder agrees to pass on the benefit of reduction in pricing for any additional items to be procured by OICL in the event the market prices / rate offered by the Bidder are lower than what has been quoted by the Bidder as the part of commercial offer. Any price benefit in the products, licenses, software, services & equipment should be passed on to OICL within the contract period.

3.1.3 Sub-contracts

The bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the bidder under the contract without the prior written consent of OICL.

3.1.4 Conditional bids

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

3.1.5 Submission of Bids

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

3.1.6 Performance Security

Within 15 days after the receipt of Notification of Award from OICL, the Bidder shall furnish performance security to OICL as per Annexure-6, which shall be equal to 10 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).

3.1.7 Pre-Bid Meeting

All queries/ requests for clarification from Bidders must reach us by e-mail (tender@orientalinsurance.co.in) or in person as specified in Section 1.4 Schedule of Events. 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 specified in Section 1.4 Schedule of Events.

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

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



3.1.8 Delay in Bidder's performance

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.

3.1.9 Payment Terms

The payment will be made as per the tentative milestones identified below as percentage of cost of the product:

100% of the amount will be released event wise, on successful completion of each such event on submission of the following documents.

1. Letter from the ASP for having conducted and completed an Event as per OICL request.
2. Invoice giving full details of the event, date of the event etc.

Penalty, if any, shall be deducted as per the penalty clause, from the amount payable.

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

Price shall remain fixed during the contract period. There shall be no increase in price for any reason whatsoever and therefore no request for any escalation of the cost / price shall be entertained.

3.1.10 Mode of Payment

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

3.1.11 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 two year (Extendable for one year on mutually agreed terms and conditions).

4.2 Completeness of Project

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

4.3 Patent Rights

The Bidder shall indemnify the Purchaser against all third party claims of infringement of patent, trademark or industrial design rights arising from the use of the service or any part thereof including Intellectual Property Rights (IPR).

4.4 Assignment

OICL may assign the e-Procurement 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

- (i) Any loss of profits, revenue, contracts, or anticipated savings or
- (ii) 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 equipment belongs to OICL. By having the responsibility to maintain the equipment, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

4.11 Sensitive Information

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



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

4.12 Confidentiality

Bidder understands and agrees that all materials and information marked and identified by OICL as 'Confidential' are valuable assets of OICL and are to be considered OICL's proprietary information and property. Bidder will treat all confidential materials and information provided by OICL with the highest degree of care necessary to insure 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. The confidentiality obligations shall survive for a period of one year post the termination/expiration of the Agreement.

4.13 Technological Advancements

The hardware and software proposed as part of this contract

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



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

4.14 Exit Management

The bidder shall promptly on the commencement of the exit management period supply to the OICL or its nominated vendors the following:

1. Information relating to the current services rendered
2. Documentation relating to Intellectual Property Rights

The bidder shall provide uninterrupted services on existing terms till an alternate solution is available.

Before the expiry of the exit management period, the current vendor shall deliver to the OICL or its nominated vendor all new or updated materials from the categories set out in point (1) above, and shall not retain any copies thereof, except that the current vendor shall be permitted to retain one copy of such materials for archival purposes only.

Transfer of Agreements

On request by the OICL or its nominated vendor, the current vendor shall effect such assignments, transfers, innovations, licenses and sub-licenses in favor of the OICL or its nominated vendor, in relation to any equipment lease, maintenance or service provision agreement between existing vendor and nominated vendor, and which are related to the services and reasonably necessary for the carrying out of replacement services.

The OICL and its appointed nominees shall have the Right of Access to premises where the assets are hosted or from where services are being provisioned.

4.15 Liquidated Damages

If the deliverables are not submitted as per Delivery Schedule or extensions in writing as may be given by OICL, the Bidder shall be liable to pay Rs.1000/- per week with a cap of Rs 5000/-. If the deliverables are not acceptable to OICL, the Bidder shall rectify the defects to the satisfaction of OICL. If the defects as stated in the Notice by OICL are not rectified by the Bidder within two weeks of the receipt of the Notice, or such extensions in writing as may be given by OICL, the Bidder shall be liable for liquidated damages for an amount equal to Rs 2000/- per week with overall cap of 10% of total value of the contract. If the ASP is not able to rectify the defects within the timelines as above, OICL reserves the right to cancel the order, without forfeiting the other remedies available.

4.16 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.

4.17 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.

4.18 Termination for Insolvency

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

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

4.19 Termination for Convenience

Either party may, by 30 calendar days written notice sent to the other party, terminate the contract, in whole or in part at any time of their convenience. The notice of termination shall specify the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

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

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



4.20 Resolution of disputes

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

4.21 Governing Language

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

4.22 Applicable Law

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

4.23 Prices

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

4.24 Taxes & Duties

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



4.25 Deduction

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

4.26 No Claim Certificate

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

4.27 Rights reserved by OICL

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

4.28 Limitation of Liability

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

4.29 Waiver

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

4.30 Violation of terms

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



5 Instruction to Bidders

5.1 Procedure for submission of Bids

Bidders are required to submit Bids online through TCIL e-procurement portal - <https://www.tcil-india-electronictender.com>. Submission of Online Bids is mandatory for this Tender.

5.1.1 Tender Bidding Methodology

Sealed Bid System.

The Bidders will be required to submit following three separate documents.

1. Eligibility Bid
2. Technical Bid
3. Commercial Bid

5.1.2 Broad Outline of Activities from Bidder's Perspective

1. Bidders must have a Digital Signing Certificate (DSC)
2. Register on Electronic Tendering System® (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA.
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to an MA
6. Clarification to Tender Documents on ETS
 - Query to OICL
 - View response to queries posted by OICL
7. Bid-Submission on ETS
8. Attend Public Online Tender Opening Event (TOE) on ETS
 - Opening of relevant Bid-Part (i.e. Pre-Qualification)
9. Post-TOE Clarification on ETS
 - Respond to OICL Post-TOE queries
10. Attend Public Online Tender Opening Event (TOE) on ETS
 - Opening of relevant part (i.e. Technical Bid; only for Pre-Qualification Responsive Bidders)
11. Post-TOE Clarification on ETS
 - Respond to OICL Post-TOE queries
12. Attend Public Online Tender Opening Event (TOE) on ETS
 - Opening of relevant part (i.e. Financial Bid; only for Technical Responsive Bidders)



For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

Registration

To use the ElectronicTender® portal <https://www.tcil-india-electronictender.com>, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the ‘Supplier Organization’ link under ‘Registration’ (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and Annual Registration Fee, please contact TCIL/ ETS Helpdesk (as given below), to get your registration accepted/activated

Important Note:

To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under ‘ETS User-Guidance Centre’ located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to ‘Essential Computer Security Settings for Use of ETS’ and ‘Important Functionality Checks’ should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

TCIL/ ETS Helpdesk	
Telephone/ Mobile	Customer Support: +91-11-26241790 (Multiple Telephone lines) Emergency Mobile Numbers: +91-9868393775 (Please contact in case of emergency during non-working hours)
E-mail ID	ets_support@tcil-india.com

Buyer Organization Name Contact	Details
Buyer Organization Name Contact Person	J. P. Vajpei / G. S. Rana / Shobhit Agarwal
Telephone/ Mobile	9560230101 / 9810713532 / 9250193021 [between 10:00 hrs. to 18:00 hrs. on working days]
E-mail ID	jpvajpei@orientalinsurance.co.in / gsrana@orientalinsurance.co.in / shobhitagarwal@orientalinsurance.co.in



5.1.3 Offline Submissions

The bidder is requested to submit the following documents offline to the under mentioned address before the start of Public Online Tender Opening Event in a Sealed Envelope at the address mentioned in Section 1.5.

The envelope shall bear (the project name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

1. Original copy of the Bid Security in the form of a Bank Guarantee.
2. Original copy of the power-of-attorney
3. Pass Phrase for all bid parts i.e. Eligibility, Technical & Commercials.

Note: The Bidder should also upload the scanned copies of all the above mentioned original documents as Bid-Annexures during Online Bid-Submission.

5.1.4 Special Note on Security and Transparency of Bids

Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in ElectronicTender's software. Specifically for Bid Submission, some security related aspects are outlined below:

As part of the ElectronicEncrypter® functionality, the contents of both the 'Electronic Forms®' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is mandatory that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

CAUTION: All bidders must fill ElectronicForms® for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the ElectronicForms® and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the ElectronicForms® is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the ElectronicForms®, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. If variation is noted between the information contained in the ElectronicForms® and the 'Main-Bid', the contents of the ElectronicForms® shall prevail. Alternatively, the Buyer organization reserves the right to consider the higher of the two pieces of information (e.g. the higher price) for the purpose of short-listing, and the lower of the two pieces of information (e.g. the lower price) for the purpose of payment in case that bidder is an awardee in that tender.



Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officer.

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the corresponding deadline of Bid Submission, and before the commencement of the Online TOE. The process of submission of this Pass-Phrase in the 'Time Locked Electronic Key Box' is done in a secure manner by first encrypting this Pass-Phrase with the designated keys provided by the OICL.

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

5.1.5 Public Online Tender Opening Event (TOE)

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to Buyer Organization Name office for the Public Online TOE.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)', including digital counter-signing of each opened bid by the authorized TOE-officer(s) in the simultaneous online presence of the participating bidders' representatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted by the bidder himself during the TOE itself or as per alternative methods prescribed in the Tender Documents, salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

5.1.6 SEVEN CRITICAL DO'S AND DON'TS FOR BIDDERS

Specifically for Supplier organizations, the following '**SEVEN KEY INSTRUCTIONS for BIDDERS**' must be assiduously adhered to:



1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz. 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of -- Marketing Authority (MA) [i.e. a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization.
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. For responding to any particular tender, the tender (i.e. its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.
5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)
6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)
7. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' your 'Status pertaining Overall Bid-Submission' is 'Complete'. For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is 'Complete'.

NOTE:

While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth, sixth and seventh instructions are relevant at all times.

5.1.7 Minimum Requirements at Bidder's End

1. Computer System having configuration with minimum Windows 7 or above, and Broadband connectivity.
2. Microsoft Internet Explorer 7.0 or above
3. Digital Certificate(s)



Note:

1. The Bid shall be typed in English and signed by the Bidder or a person duly authorized to bind the Bidder to the Contract. The person(s) signing the Bids shall initial all pages of the Bids.
2. All envelopes should be securely sealed and stamped.
3. It is mandatory for the Bidder to quote for all the items mentioned in the RFP.

5.2 Bid Security

EMD of Rs. 25,000/- (Rupees Twenty Five Thousand Only) in the form of Bank Guarantee favoring 'The Oriental Insurance Company Ltd' valid for six months should be submitted as per format given in Annexure 5 - Pro forma for Bid Security.

- a) BG should be drawn on Nationalized / Scheduled bank in favor of 'The Oriental Insurance Company Ltd'. Non-submission of BG along with Eligibility-Bid document will disqualify the Bidder.
- b) BG will be returned to the qualified Bidder after acceptance of Purchase Order and/ or Signing of the Contract(s) by the Bidder and submission of required Performance Bank Guarantee (PBG) as per format given in Annexure 6 - Pro forma for Performance Security.
- c) For the Bidders who do not qualify in this tender, BG will be returned after the selection of successful Bidder.
- d) EMD submitted by Bidder may be forfeited if:
 1. Bidder backs out of bidding process after submitting the bids;
 2. Bidder backs out after qualifying;
 3. Bidder does not accept the Purchase Order / Sign the Contract within the time prescribed by OICL after qualifying.



6 Bid Documents

6.1 Eligibility Bid Documents

1. Compliance to Eligibility Criteria as per RFP Section 1.6 along with all relevant supporting documents
2. Application Form for Eligibility Bid as per Annexure 1
3. The references of bidder's clients. Also provide the name, designation, and contact details of a contact person for each reference as per Annexure 2.
4. EMD of Rs.25,000 (Rs Twenty Five Thousand) in the form of BG favoring 'The Oriental Insurance Company Limited' as per Annexure-5.
5. The corporate profile of the bidder (printed corporate brochure is preferred).
6. The profile of the bidder (template given in Annexure-10)
7. List of bidder's support/service locations in India.(template given in Annexure-9)
8. Bidder shall submit PAN number, Service Tax Registration number.
9. 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.
10. The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Bidder
11. Statement of No-Deviation (Annexure 8)
12. Non-Blacklisting Declaration form (Annexure 11)

6.2 Technical Bid Documents

1. Executive Summary of Bidder's response. The Executive Summary should be limited to a maximum of five pages and should summarize the content of the response. The Executive Summary should initially provide an overview of Bidder's organization and position with regards to proposed solution and professional services. A summary of the Bidder's products and services that will be provided as a part of this procurement should follow.
2. Detailed technical note covering the detailed scope of work.
3. Compliance to Minimum Technical Specifications as per Appendix 1.
4. The Bidder should also include a replica of the 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 Materials in the RFP.
5. Part coded Technical Bill of Material.

Note:



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

6.3 Commercial Bid Documents

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

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



7 Evaluation Criteria

The competitive bids shall be submitted in two stages:

1. Stage 1 – Eligibility Evaluation
2. Stage 2 - Technical Evaluation
3. Stage 2 – Commercial Evaluation

7.1 Eligibility Evaluation

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

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

7.2 Technical Evaluation

The technical proposals of only those bidders shall be evaluated who have satisfied the eligibility criteria requirements.

The scoring methodology for technical bid components is explained in the following paragraphs. The proposal submitted by the bidders shall, therefore, be evaluated on the following parameters:

1. Functional and Technical Requirements
2. Corporate Health
3. Experience
4. Technical Presentation and Product Demonstration

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

S.No.	Technical Criteria	Maximum Marks
1	Functional and Technical Requirements	500
2	Corporate Health	100
3	Experience	200
4	Technical Presentation and Product Demonstration	200
	Total	1000

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

Bidder should ensure that any critical or mandatory non-compliance against Appendix 1- Functional and Technical Requirements may lead to disqualification.

Scoring methodology for Functional and Technical Requirements

The minimum functional and technical specifications for Application Service Provider for E-Procurement Services are given in Appendix 1: Functional and Technical Specifications. All the requirements are mandatory.

Bidder shall indicate the availability of each requirement as a Yes (Y) or No(N).

Marks will be awarded as per the table below:

Bidder’s Response	Marks
Yes (Y)	10
No (N)	0

Criteria	Marks
Infrastructure	19
Technical Requirement	8
Scope of Work	77
Functional Requirement	245
Training	5
Others	5
Security Guidelines	24
Application Security	117
Total	500

The total marks obtained against the total number of functional and technical specifications will be proportionately modified to a maximum of 500 for the sake of evaluation.

Note: Unreasonable scope limitations which defeat the purpose of this RFP shall lead to reduction in scores or even possibility of disqualification of the bidder. This will be at the sole discretion of the OICL.

Scoring methodology for Corporate Health

The Bidder should provide details of its corporate health. Marks will be provided as per the table below:

Criteria	Marks
Corporate Health	
Turnover > 15cr	100
Turnover >= 10cr	75



Scoring methodology for Experience

The bidder should provide details of past experience in providing E-Procurement Services. The bidder's past experience shall be evaluated. The bidder should provide the details of all the implementations in Govt. Institutions/Banks/PSU including details of scope of project, number of branches with breakup of the role and proof of implementation experience. Marks will be provided as per the table below:

Category	No. of Credential	Marks
Experience of providing E procurement Services	3 or More with at least 1 BFSI	200
	2 or More with at least 1 BFSI	150
	At least 1 BFSI/PSU/Govt. Organization client	100

Scoring methodology for Technical Presentation

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

Bidder is also expected to demonstrate the product's capability and applicability to OICL as per the RFP requirements. OICL will schedule the product demonstration and the time and location shall be communicated to the bidders.

Criteria	Marks
Presentation Structure <ul style="list-style-type: none"> Compliance to proposed Agenda Coverage of the Presentation Ability to respond to OICL's queries 	30
Overview of the Solution <ul style="list-style-type: none"> Compliance with functionalities Application Architecture Security Standards Indication on Upgrades and Patches Adherence to CVC Guidelines 	50
Past Experience <ul style="list-style-type: none"> Implementations at other Govt. Organizations, PSU and BFSIs Challenges faced and mitigation options suggested 	20
Implementation Approach <ul style="list-style-type: none"> Implementation and Rollout Plan Expectations from OICL Training Plan Proposed Team Governance Structure 	30
Assumptions and Out of Scope <ul style="list-style-type: none"> Assumptions made by the Bidder Out of Scope activities as identified by the Bidder 	20



(For Assumptions and Out of Scope section Score to be deducted from the maximum of 10 based on the type of assumptions and out of scope items)

OICL, at its sole discretion, may also penalize the bidder on the total score if such cases are observed. OICL at its discretion may reject a solution if the solution fails to meet critical functional requirements.

OICL's decision in this regard shall be final & binding and no further discussion/interface will be held with the bidders whose bids are disqualified/rejected.

7.3 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 TWO (2) years.

OICL will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest commercial bid (L1), provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

8 Penalty

Penalty will be charged subject to a maximum of 10% of the total contract price.

If the Event is cancelled due to any technical fault/ failure on part of the ASP, no charge will be paid by OICL for that Event.

Further, if such failure occurs, penalty @ 25% of the "per Event cost", will be levied. The penalty so calculated will either be adjusted with future payments or will be separately realized from the Bidder. Alternatively the Performance Bank Guarantee will be invoked.

The right to levy the penalty is in addition to and without prejudice to other rights / remedies available to OICL such as termination of contract, invoking performance guarantee and recovery of amount paid etc.

9 Disclaimer

This RFP is being issued by OICL for inviting bids for providing e-Procurement Services. 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.



10 Annexure

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10.1 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/EPROCUREMENT/2017/01 Dated 23-03- 2017

Company Details

1	Registered Name, Date and Address of The Bidder.	
2	Location of Corporate Headquarters.	
3	Sales Tax/ VAT Registration No. and Date of Registration	
4	Service Tax Registration No. and Date of Registration	
5	Address for Communication	
6	Contact Person 1 (Name, Designation, Phone, Email ID)	
7	Contact Person 2 (Name, Designation, Phone, Email ID)	

Turnover and Net worth

Financial Year	Turnover (Rs. in Crores)	Net worth

Details of EMD (BG/Demand Draft)

Description	Rs. 25,000/- BG/Demand Draft towards EMD

Signature: _____

Name: _____

Designation: _____

Date: _____

(Company Seal)



10.2 Annexure 2: Technical Experience Details and Reference Form

Please attach e-procurement 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						

Signature: _____

Name: _____

Designation: _____

Date: _____

(Company Seal)



10.3 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.

- The Schedule of Requirements and the Requirement Specifications
- The Service Level Agreement
- The General Conditions of Contract
- The Purchaser’s Notification of Award

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

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

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

Total Value in words: _____

Total Value: _____



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

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

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

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

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

**Company Seal
Witness I**

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

**Company Seal
Witness II**

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



10.4 Annexure 4: Query Format

Sr. No.	Page #	Point / Section #	Existing Clause	Query Sought
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				



10.5 Annexure 5: Proforma for Bid Security

To: (Name of Purchaser)

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

KNOW ALL MEN by these presents that WE _____ having our registered office at _____ (hereinafter called "the Bank") are bound unto The Oriental Insurance Company Limited (hereinafter called "the Purchaser") in the sum of Rupees _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 2017.

The Conditions of this obligation are:

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

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

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

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

This guarantee will remain in force up to and including 45 days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

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

Place: _____

Date: Seal and signature of the vendor



10.6 Annexure 6: Proforma for Performance Security

To: (Name of Purchaser)

WHEREAS..... (Name of Supplier) (Hereinafter called "the Supplier") has undertaken, in pursuance of Contract No..... dated..... 2017 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.....
.....
.....



10.7 Annexure 7: Major Related Activities carried out in last Two years & their %age in revenue

S. No.	Services	Year =		Year =	
		Amount	% in Revenue	Amount	% in Revenue
Bidder					
1	e-tendering				
Total					

Signature _____

Name _____

Designation _____

Date _____



10.8 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/EPROCUREMENT/2017/01** Dated **23-03- 2017**

Sir,

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

Witness	Bidder
Signature _____	Signature _____
Name _____	Name _____
Designation _____	Designation _____
Address _____	Address _____
Company _____	Company _____
Date _____	Date _____



10.9 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 _____
 Name _____
 Designation _____

 Address _____
 Company _____
 Date _____

Bidder

Signature _____
 Name _____
 Designation _____

 Address _____
 Company _____
 Date _____

(Company Seal)



10.10 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 (2015-16) :

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

Signature:_____

Name:_____

Designation:_____

Date:_____

(Company Seal)



10.11 Annexure 11: Non-Blacklisting Declaration form

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/EPROCUREMENT/2017/01** Dated **23-03- 2017**

Dear Sir /Madam,

With reference to your above referred tender regarding selection of an Application Service Provider for its E-Procurement services, we hereby confirm that we are not blacklisted / barred by any PSU, Government of India or any regulatory body in India at the time of bid submission.

Authorized Signatory

Name:

(Stamp)

Date:

Place:



11 Appendix

11.1 Appendix 1: Technical and Functional Specifications

S.No.	Requirements	Bidder's Compliance (Yes/No)	Bidder's Remarks
1	INFRASTRUCTURE		
1.1	Is the system PKI enabled		
1.2	System should work with the Digital Certificates issued by any of the Certifying Authorities in India		
1.3	All the tendering data to be held in encrypted form.		
1.4	The Application Service Provider (ASP) should be able to provide all the data on CD on a quarterly basis.		
1.5	The entire data should be held in encrypted form.		
1.6	Does the System support Evaluation based on a formula by which some percentage is allocated for Technical and some percentage is allocated for Commercial.		
1.7	The System should work with the Digital Certificates issued by any of the Certifying Authorities in India		
2	TECHNICAL REQUIREMENTS		
2.1	Portal must be available 24 x 7		
2.2	Online maintenance support should be available 24*7 basis		
2.3	The various stages of the solution being proposed should be modular and should be capable of being implemented independent of each other.		
3	SCOPE OF WORK		
3.1	The system should enable hosted solution for e-procurement of any Product, service or goods.		
3.2	The system should cover full life cycle of purchase (from Intent to Purchase Order)		
3.3	The System should have the following Modules:		
3.3.1	Creation of Requisition		
3.3.2	Creation of Tender		
3.3.3	Publish Tender notice		
3.3.4	Cancel/Re-invite Tender		
3.3.5	Prepare Tender document online		
3.3.6	Approve Tender online		
3.3.7	Create Bidding Formats		
3.3.8	Uploading of Tenders		
3.3.9	Downloading of Tenders by prospective Vendors		
3.3.10	Pre-Bid Queries		
3.3.11	Facility for online Pre-Bid Meetings		
3.3.12	Publish Minutes of Pre-Bid Meeting		
3.3.13	Vendor Registration		



S.No.	Requirements	Bidder's Compliance (Yes/No)	Bidder's Remarks
3.3.14	Submit Bids Online		
3.3.15	Publish acceptance of bids		
3.3.16	Provisioning of participation of Micro & Small Enterprises		
3.3.17	Upload attachments to Tender		
3.3.18	Technical Evaluation		
3.3.19	Accepting Technical bid and Price Bid separately		
3.3.20	Non-acceptance of bids beyond a stipulated time		
3.3.21	Price Bid Opening		
3.3.22	Publish Tender Results		
3.3.23	Management Info System (MIS)		
3.3.24	Audit Trail		
3.4	The ASP should have a well-organized Help-line during Events.		
3.5	The ASP should customize the Software suitable for OICL's Technical and Functional Requirements and should make the application ready for Proof of Concept within 30 days of acceptance of the Purchase Order.		
4	FUNCTIONAL REQUIREMENTS		
4.1	User Interface		
4.1.1	GUI based Wizard Driven Configuration Customized Look & Feel , Graphical Representation, Online/Onscreen help features , Auto scaling graph etc.		
4.2	Types of Tenders Should support various types of bids, e.g. 1.General Tenders 2.Rate Contracts 3.Single/Multiple Envelope Bidding 4.Open Tender where any Vendor can bid 5.Limited Tender where only limited Vendors can bid 6.ICB (International Competitive Bidding) 7.NCB(National Competitive Bidding) Tenders where Suppliers from across the world can bid 8.Goods Tender - with quote for each line item 9. Works Tender – with quote in % of the estimated cost.		
4.3	Tender Notice Creation		
4.3.1	It should be possible to float Tender notice in any format		
4.3.2	Notices should be visible to Vendors only after it is approved		
4.3.3	System should allow Archival of Tenders and allow retrieval when required.		
4.3.4	System should allow Cancelled Tender to be revived		
4.3.5	It should be possible to categorize Tender as New, Live, Archive, Cancelled, etc. for ease.		
4.3.6	There should be provision for attaching images with Tender Notice		



S.No.	Requirements	Bidder's Compliance (Yes/No)	Bidder's Remarks
4.3.7	The system should have the capability of assigning unique internal reference number to each Tender.		
4.3.8	There should be a facility for Online Pre-bid Meeting, if required.		
4.4	Tender Settings		
4.4.1	System should support Tenders with or without RFP cost		
4.4.2	System should support Tenders with or without EMD		
4.4.3	System should support Tenders with or without Pre-Bid Meeting		
4.4.4	System should support Tenders with or without pre-qualification phase		
4.4.5	System should support Tenders with or without Technical Bid		
4.4.6	System should have provision for inviting EOI and issuing RFP to only pre-qualified bidders of EOI		
4.4.7	System should have inbuilt checks to ensure that incomplete bids in any manner are not accepted		
4.4.8	Bid withdrawal option should be available such that Vendor is allowed to withdraw bid, that they might have submitted on or before due date and time.		
4.4.9	System should have facility of sending emails to be sent to all Registered Vendors		
4.4.10.	System should have the ability to set maximum size of single file upload		
4.4.11	System should have ability for uploading various types of documents		
4.4.12	It should be possible to download Tenders free of cost also.		
4.4.13	System should maintain records of names of those Vendors who have downloaded the Tender		
4.4.14	It should be possible to specify online brief description of the Tender to enable Vendors to view		
4.5	Tender Upload		
4.5.1	System should allow upload of multiple documents for a Tender.		
4.5.2	System should have the facility of virus scan for uploading documents by the Vendors.		
4.6	Tender Corrigendum		
4.6.1	It should be possible to upload corrigendum and correlate them to the main Tender.		
4.6.2	Corrigendum should be maintained chronologically		
4.6.3	Corrigendum should be made visible to all those who have already downloaded the original Tender.		
4.7	Online Pre-Bid Queries		



S.No.	Requirements	Bidder's Compliance (Yes/No)	Bidder's Remarks
4.7.1	The system should allow Vendors to post any number of questions.		
4.7.2	It should be possible for Vendors to upload pre-bid queries within the timelines prescribed.		
4.7.3	The system should have the facility of masking the name of the Vendors who have raised the questions and should be visible only to OICL.		
4.8	Online Pre-Bid Meeting		
4.8.1	It should be possible to hold pre-bid meeting online, if required by OICL.		
4.8.2	There should be a facility of replying to all or selected questions		
4.8.3	The system should not allow questions to be raised after pre-bid meeting date is over.		
4.8.4	The system should have facility to reject providing reply to any question.		
4.8.5	The system should allow upload of replies to pre-bid meeting.		
4.9	Vendor Management		
4.9.1	Only those Vendors who Register with OICL for each Tender shall have access to the Tender		
4.9.2	It should be possible to provide different levels of access to the employees of the Vendors as required by them.		
4.10.	Bid Submission		
4.10.1	System should allow online submission along with attachments		
4.10.2	Bid modification & withdrawal option such that vendor is allowed to modify / withdraw bid, that they might have submitted on or before due date and time		
4.10.3	Rejected Vendors should not qualify for next round automatically.		
4.10.4	Tender Opening links should not get activated before due date and time.		
4.11	Bid Opening		
4.11.1	In case of multi envelope Tender, unless the first phase (envelope) is completed, the second phase (envelope) should not get opened and so on.		
4.11.2	As each stage of e-Tendering gets completed, the comparative chart of Vendors should get auto generated		
4.11.3	Rejected Vendors should not qualify for next round automatically.		
4.11.4	System should have the facility to export data to spread sheets.		
4.11.5	System should support online Tender Opening where Vendors can participate online from their respective offices and mark their presence online.		



S.No.	Requirements	Bidder's Compliance (Yes/No)	Bidder's Remarks
4.11.6	System should have a provision that OICL can see the name of the Vendors who are present online at the time of online Tender Opening event.		
4.11.7	System to support co-signing facility i.e. the remarks can be given by 2 or more officers and the same can be digitally signed by each of the officers with their respective Digital Certificate		
4.11.8	OICL should be able to choose to share entire bid of other bidders or just the summary		
4.12	Price Bid Opening		
4.12.1	Tender Opening links should not get activated before due date and time.		
4.13	Access Control		
4.13.1	Access to the System by OICL as well as proposed Vendors should be by way of UserID /Password for some Tenders (say of small values) and also through digital signatures for some Tenders. Both ways of Access should be available. OICL should be able to decide which Tenders will be accessed through User ID/Password and which will be through digital signatures.		
4.13.2	It should be possible for the Administrator to create Tender Owners and Users with any of the two modes i.e. User ID and Password or with digital signatures		
4.13.3	The system should have at least 3 levels of Access Control for the OICL : (a) Administrator - who will be the super User and create Internal Users (b) Tender Owners - who can approve Tenders (c) Users - Third Level will be the Users who will create Tenders, create Corrigendum, attend pre-bid meetings download Tender documents of Vendors, evaluate etc.		
4.13.4	The Tender document should not get uploaded unless the Tender Owner has approved the document for upload.		
4.13.5	The access to the system by the Administrator of OICL should be through digital signature.		
4.14	Administration		
4.14.1	Vendor administration		
4.14.2	Monitoring Roles and Rights Control		
4.14.3	Checking the login status of the participants		
4.15	Reports		
4.15.1	The System should be capable of generating detailed reports in Excel/HTML and any other format specified by OICL.		
4.15.2	The System should be capable of providing Event-wise bid history, Supplier-wise, Product-wise, date-wise, time-wise reports.		
4.15.3	Actual savings report, category wise reports, transaction based reports, aggregated reports per category cross suppliers.		



S.No.	Requirements	Bidder's Compliance (Yes/No)	Bidder's Remarks
4.15.4	Visibility to reports is granted through the use of report privileges like Admin Reports, Originator Reports and Bidder Reports.		
4.16	Security Considerations		
4.16.1	Application should be secure from making any temporary distortion in the electronic/posting of tender notices, etc., to avoid misleading certain vendors.		
4.16.2	Whether any automatic systems alert is provided in the form of daily exception report in the application in this regard.		
4.16.3	Application should ensure that the tender documents issued to / downloaded by bidders are complete in shape as per the approved tender documents including all its corrigendum?		
4.16.4	Automatic Checks should be available in the application to detect and alert about the missing documents to the tenderer, if any.		
4.16.5	Application should ensure that all the corrigendum issued by the Competent Authority are being fully communicated in proper fashion to all bidders including those who had already purchased / downloaded the bid documents well ahead of the due date		
4.16.6	System should be safe from sending discriminatory communication to different bidders about the same e-tendering process.		
4.16.7	The solution should be customized to process all type of tenders viz. Limited / Open / Global Tenders?		
4.16.8	Public Tender opening events feature should be available in the application		
4.16.9	Facilities for evaluation / loading of bids, strictly in terms of criteria laid down in bid documents are available in the application.		
4.16.10	Sufficient safeguards should be provided in the application to deal with failed attempt blocking.		
4.16.11	Application should be safe from submission of fake bids.		
4.16.12	Encryptions of bids should be done at clients' end before transmission		
4.16.13	Safety against tampering and stealing information of submitted bid, during storage before its opening to be ensured		
4.16.14	Application should be safe from siphoning off and decrypting the clandestine copy of a bid encrypted with Public key of tender opening officer		
4.16.15	Application should be safe from mutilation / sabotage or otherwise rendering the encrypted bid in the e-tender box during storage to make it unreadable / invalid in any form, before opening of the bids		
4.16.16	Introduction of special characters / executable files etc. by users should be restricted in the application.		
4.16.17	Validity check of DSC to being done at server end.		



S.No.	Requirements	Bidder's Compliance (Yes/No)	Bidder's Remarks
4.16.18	Solution should support that even if a published tender is deleted from the application, system does not allow permanent deletion of the published tender from the Database.		
4.16.19	Sufficient security features to be provided in the application for authentication procedure of the system administrator like ID, password, digital signature, biometric etc.		
4.16.20	Audit trails should be captured in the application on media and these must not be prone to tampering, such as optical write once.		
4.16.21	Integrity and non-tampering to be ensured in maintaining the server clock synchronization and time stamping?		
4.16.22	Application should generate exception report / system alerts etc. to indicate the resetting of the clock, in case the application for time stamping is killed at the server level and time is manipulated.		
4.16.23	Application should be fit for usage complying with the requirements of tender processing viz. Authenticity of tenderer, non-repudiation and secrecy of information till the actual opening of tenders.		
4.16.24	Comprehensive third party audit as per statutory requirement and also as per the requirements of e- tender processing (compliance to IT Act 2000) should have been conducted before first putting it to public use?		
4.16.25	Application should comply with the Commission's Guidelines dated 17.09.2009 on Security considerations for e-procurement Systems		
4.16.26	Solution should have been certified by STQC as per circular 29/9 of 2009 dt.17.09.09 and 18/4 of 2010 dt.26.04.10 and Circular No. 01.01.2012 dated 12-01- 2012 as well as office memorandum No- 10/3/2012-PPC dated 3rd September - 2012 and its other relevant guidelines		
5	TRAINING		
5.1	Training all qualified bidders on participation in online bidding as well as on use of comprehensive use of online bidding tools and obtaining certificate to this effect from the bidders.		
5.2	Training OICL's Team on administering, monitoring, supervising and usage of the e-procurement solution provided by the Bidder by conducting a mock event.		
6	OTHERS		
6.1	All data should be maintained & preserved in keeping with the provisions of the IT Act 2000 and its subsequent amendment 2008 Act.		



S.No.	Requirements	Bidder's Compliance (Yes/No)	Bidder's Remarks
6.2	All correspondence between the ASP and OICL as well as prospective bidders whether in the form of email, fax, hard or soft copies of letters etc. should be maintained and preserved in keeping with the provisions of OICL's extant record retention policy. These records should be backed up and provided: (a) to the individual procuring offices on completion of the event (b) to the DIT Department at the end of every month.		
7	SECURITY GUIDELINES		
7.1	The system should be resistant of spoofing, tampering of data, repudiation, information disclosure, denial of service and elevation of privilege		
7.2	OICL will be the sole owner of all the data/ information asset which cannot be shared to any other party without prior written permission of OICL		
7.3	There should not be any account with default password or with no password		
7.4	User accounts should be created in the database for application access database backup and database optimization. All accounts should be provided access only to the database tables used by the specific application.		
7.5	The default user profile should be modified to enforce account policy settings.		
7.6	password expiry timeline should be set		
7.7	Integrity of data in concurrent user mode should be designed in the database through record locking or two-phase locking/ commit features		
7.8	Referential integrity should be maintained in the database design and should include cascading update and cascading delete.		
7.9	Logging should be enabled for security related events		
8	Aspects to be incorporated in the software		
8.1	Security Guidelines		
8.1.1	Bidder's site should be a secured site certified by an internationally recognized agency.		
8.1.2	Secure transmission between server and client. All data should be encrypted when sent over networks other than the OICL own network.		
8.1.3	The data should be encrypted using symmetric or asymmetric keys. However, the exchange of keys for symmetric encryption should be conducted using asymmetric keys. Specially, encryption methodology like SSL must be deployed while communicating with the payment gateway over public network.		
8.1.4	There should be provision for dynamically changing the keys used for encryption. If static keys are used they should be changeable periodically.		
8.1.5	Asymmetric keys should have minimum length of 1024 bit.		



S.No.	Requirements	Bidder's Compliance (Yes/No)	Bidder's Remarks
8.1.6	Encryption algorithms like 3DES, AES, RC4 and blowfish Use with of 128 bit keys (1024 bits for RSA) at a minimum.		
8.1.7	The entire process has to be PKI enabled and digitally signed.		
8.2	APPLICATION SECURITY		
8.2.1	All users should be authenticated before access is provided		
8.2.2	Application should enforce minimum password length of 8 characters.		
8.2.3	Password expiry timeline should be set.		
8.2.4	Password history should be maintained. The last 5 passwords should not be usable.		
8.2.5	Account lockout feature should be configured.		
8.2.6	Web based applications should comply with security standards including OWASP.		
8.2.7	Role based access is mandatory		
8.2.8	Time based access is mandatory		
8.2.9	IP based access (optional)		
8.2.10	Biometric access (optional)		
8.2.11	Time stamping of all events.		
8.3	Operating System Security		
8.3.1	Default accounts should be disabled.		
8.3.2	All users should have a unique user-id. There should be no sharing of user accounts.		
8.3.3	OS should enforce minimum password length of 8 characters.		
8.3.4	Password expiry timeline should be set.		
8.3.5	Password history should be maintained. The last 5 passwords should not be usable.		
8.3.6	Account lockout feature should be enabled.		
8.3.7	The OS should force a new user to change the password at first logon.		
8.3.8	Password complexity should be enforced with the following characteristics :		
8.3.8.1	Password should not contain any portion of user-id		
8.3.8.2	Password should have a combination of upper-case and lower-case alphabets, numerals and special characters .		
8.4	Database Security		
8.4.1	All users should be authenticated before providing access.		
8.4.2	There should not be any account with default password or with no password.		
8.4.3	All users should have a unique user-id. There should be no sharing of accounts		
8.4.4	User accounts should be created in the database for application access database backup and database optimization. All accounts should be provided access only to the database tables used by the specific application.		
8.4.5	The default user profile should be modified to enforce account policy settings.		



S.No.	Requirements	Bidder's Compliance (Yes/No)	Bidder's Remarks
8.4.6	The database should enforce minimum password length of 8 characters		
8.4.7	Password history should be maintained.		
8.4.8	Account lockout feature should be enabled.		
8.4.9	Password expiry should be set.		
8.4.10	Integrity of data in concurrent user mode should be designed in the database through record locking or two-phase locking / commit features .		
8.4.11	Referential integrity should be maintained in the database design and should include cascading update and cascading delete.		
8.4.12	Logging should be enabled for security related events		
8.5	Data Centre (DC) & Disaster Recovery Site (DRS)		
8.5.1	The Bidder should have their Data Centre located in India		
8.5.2	The Disaster Recovery Site shall be a 100% replica of the Data Centre set up in terms of Hardware, Software and Network equipment etc.		
8.5.3	The DR setup for Business Continuity should be located at a different seismic zone within India, with required hardware and software, application software etc. including required redundancy for security viz. firewall, IDS, IPS etc.		
8.5.4	In case of any failure at the Production Data Centre the operations shall be restored through the DR site within 30 minutes of failure of DC.		

11.2 Appendix 2: Bill of Material

The Oriental Insurance Company Limited

Bill of Materials (Tender Ref No: OICL/HO/ITD/EPROCUREMENT/2017/01)

General Instructions

S.No.	General Instructions
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 utilise the solution.
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	Tax information is to be mentioned separately in this Bill of Material. The TAX TYPE and PERCENTAGE should be clearly mentioned in the Bill of Materials. The Bidder shall be entirely responsible for all taxes, duties, license fees, and demurrage charges etc., incurred until delivery of the contracted goods & services to OICL. However, Octroi / local levies (if any), in respect of transaction between OICL and Bidder, will be reimbursed by OICL, on submission of proof of actual transaction. If there is any increase/decrease in taxes/ duties due to any reason whatsoever, after Notification of Award, the same shall be passed on to OICL.
4	The Bidders should quote as per the format of Bill of Material ONLY and a masked replica of the Bill of Material should be enclosed in the technical bid.
5	The masked Bill of Materials which would be submitted as part of the Technical Bill of Material should contain "XX" for ALL the corresponding commercial values that will be present in the unmasked Bill of Material that will be part of the Commercial submission.
6	All amounts in the Bill of Material should be in INR
7	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.
	TRAINING
8	Bidder needs to provide Core Team Training to OICL
9	The rates provided by the bidders should be applicable for any additional trainings that OICL may require throughout the tenure of the contract.
10	Bidder to note that the first two mock sessions will be free of cost and bidder has to quote for any subsequent sessions that OICL may call for in the future
11	The Bidder should note that no additional charges are payable for training the Vendors in each event.

The Oriental Insurance Company Limited

Bill of Materials (Tender Ref No: OICL/HO/ITD/EPROCUREMENT/2017/01)												
		Year 1			Year 2							
S.No.	Details	Quantity (Q)	Rate (R)	Total Amt. (Q*R)	Quantity (Q)	Rate (R)	Total Amt. (Q*R)	Total Amt. for 2 years	Tax Type	Tax Percentage	Tax Value	Total Amt. including Tax
1	E-tendering (A)	25			25							
	Total Amount											

S.No.	Training Type	Minimum No. of Days/ Weeks per batch	Batches	No. of Trainees per batch	Rate per batch (INR)	Total Amount (INR)	Tax Type	Tax Percentage	Tax Value	Total Amt. including Tax
1	Core Team Training (B)		1	10						
2	Any other (Please specify) (C)									
	Total									

Total Amount (A + B + C) _____

Total Amount in Rupees: _____

** All amounts in INR