

The Oriental Insurance Company Limited

Head Office, New Delhi



Request for Proposal

For

Selection of Vendor for SMS Services

(Tender Reference No.: OICL/HO/ITD/SMS/2021/01 Dated 29th January 2021)

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



Tender Reference No.:
OICL/HO/ITD/SMS/2021/01

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Tender Reference No.:
OICL/HO/ITD/SMS/2021/01

Non-Refundable Tender Fee

Non-Transferable Receipt

To be filled by OICL Official:

Tender Reference Number	OICL/HO/ITD/SMS/2021/01 Dated 29.01.2021
Copy Number	
Date of Issue	
Tender Issued to Bidder	
Cheque No./ Draft No.	
Date	
Cheque/ Draft Amount	
Bank Name	
Name of OICL Official	
Designation of OICL Official	
Signature	
OICL Official	Bidder's Representative with Contact No. & Date



Tender Reference No.:
OICL/HO/ITD/SMS/2021/01

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This tender document is not transferable.

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

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

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

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Purpose of this Document

The purpose of this Request for Proposal (hereafter referred to as “RFP”) is to define scope of work for the Bidder to provide SMS 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

Following terms are used in the document interchangeably to mean:

AMC	Annual Maintenance Cost
ATS	Annual Technical Support
Bidder	Single point appointed by OICL for SMS services, based on the commercial submitted
BO	Branch Office
CVC	Central Vigilance Commission
DB	Database
DC	Data Centre
DND	Do Not Disturb
DRC/ DRS/ DR	Disaster Recovery Site
HO	Head Office
RO	Regional Office
DO	Divisional Office
GST	Goods & Service Tax
IBA	Indian Banks’s Association
INR	Indian Rupees
IRDA	Insurance Regulatory and Development Authority
IT	Information Technology
NCR	National Capital Region
NPCI	National Payments Corporation of India
PO	Purchase Order
OEM	Original Equipment Manufacturer
OICL	The Oriental Insurance Company Limited
OS	Operating System
RFP	Request for Proposal
SMS	Short Message Service
SOW	Scope of Work
TCO	Total Cost of Ownership
TDS	Tax Deducted at Source
TRAI	Telecom Regulatory, Authority of India
UAT	User Acceptance Testing



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1. Introduction

1.1 About the Company

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

OICL has its Head Office at New Delhi, Primary Data Centre (PDC) at Bengaluru and Secondary Data Centre (SDC/DR) at Navi Mumbai, 29 Regional offices in various cities, Oriental Staff Training College (OSTC) at Faridabad, 450+ divisional offices, 500+ branch offices, Regional Training Centers, 30+ Claims Service centers, 30+ TP Hubs and 900+ Business Centers/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 BCs and Micro Offices. For more than a decade, OICL has leveraged information technology to serve its customers effectively. The company also has a presence in Nepal, Dubai and Kuwait.

Apart from the Core-Insurance application (INLIAS), OICL has various centralized applications like web portal, E-mail, Video Conferencing, HRMS etc. hosted at its Data Centers at Bengaluru and Navi Mumbai. These Data Centers are equipped with Rack Mounted Servers, Blade Servers, Enterprise Class Storage systems, Tape Libraries, SAN Switches, Backup Solution and other related tools and solutions.

The company has sold more than 12 million new policies in the year 2019-20. 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 12,000 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 for SMS Services

The Deputy General Manager (IT), The Oriental Insurance Company Limited invites online bids from eligible companies / organizations/firms to provide “SMS Services” to OICL for a period of 3 years.

The selected Bidder is required to familiarize itself with OICL’s environment and infrastructure before the start of the contract.

2. Project Objective

The Oriental Insurance Company Ltd. (OICL) envisages to select a Vendor for SMS Services to meet its business needs. OICL proposes to invite online bids from eligible Bidders having proven past experience in providing SMS Services.

2.1 Schedule of Events

General Details	
Department’s Name	Information Technology Department
Scope of Work	Selection of Vendor for SMS Services
Tender Type	Open



Tender Reference No.:
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General Details	
Tender No.	OICL/HO/ITD/SMS/2021/01
Consortium	Not Allowed
Sale of RFP Document	29.01.2021
Last date to send in requests for pre-bid clarifications on mail id tender@orientalinsurance.co.in	05.02.2021 before 15:00
Pre-Bid Meeting (to be held online through video conference)	09.02.2021 at 16:00
Last date and time for submission of Online Bid	26.02.2021, 15:15
Opening of Eligibility Bid	26.02.2021 at 15:30
Declaration of Bidders shortlisted for opening of technical bid	Shall be announced later
Opening of Technical Bid	Shall be announced later
Declaration of Bidders shortlisted for opening of commercial bid	Shall be announced later
Opening of commercial bid	Shall be announced later
Declaration of L1 Bidder	Shall be announced later
Payment Details	
Tender Fees (INR)	INR 5,000 (Rupees Five Thousand only) by crossed Demand Draft/Banker's Pay Order in favour of "The Oriental Insurance Company Limited" payable at New Delhi. The RFP Document Price is non-refundable and inclusive of taxes <i>(Exempt for eligible entities (i.e. MSME/NSIC), as per Government of India Guidelines, subject to submission of the relevant certificate. Certificate shall be valid on the date of Bid Submission)</i>
EMD Amount (INR)	Bid Security Declaration as per format provided in Annexure 3 to be submitted
Bid Validity	As per Tender Document
Performance Bank Guarantee (for successful Bidder)	As per Tender Document
Other Details	
Mode of Tender	Online
Contact details of e-Tender service provider	Refer Appendix 3
Contact Information	Deputy General Manager Information Technology Department, The Oriental Insurance Company Limited 2nd Floor, Head Office, Oriental House, A-25/27, Asaf Ali Road, New Delhi – 110 002 Tel: +91 11 43659211 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.
- OICL reserves the exclusive right to make any amendments / changes to or cancel any of the above events or any other action related to this RFP.
- If any of the above dates is declared a holiday for OICL, the next working day will be considered. OICL reserves the right to change the dates mentioned in the RFP.

2.2 Pre-Bid Clarification Meeting

1. Pre-Bid Clarifications meeting will be held online through the mode of video conferencing.
2. To participate in the pre-Bid Clarifications meeting, it is mandatory for the Bidder to purchase the tender document and provide the transaction ID/Demand Draft no. over e-mail tender@orientalinsurance.co.in at least one day before the scheduled date of pre-bid meeting.
3. Video Conference link for Pre-Bid Meeting will be provided one day before the scheduled date of pre-bid meeting after the Bidder shares the transaction ID/Demand Draft no. of tender purchase over e-mail tender@orientalinsurance.co.in. In case of Bidder claiming MSME/NSIC exemption, a valid certificate should be submitted one day before the scheduled date of pre-bid meeting over e-mail ID tender@orientalinsurance.co.in
4. Response to Pre-Bid clarifications will be published after the Pre-Bid Meeting.
5. All queries/ requests for clarification from Bidders must reach us by e-mail (tender@orientalinsurance.co.in) as per the schedule mentioned in Section 2.1 of the RFP.
6. Format for the queries / clarification is provided in “Annexure 2 - Query Format”. No clarification or queries will be responded in any other format. OICL will respond to any request for clarification of the tender document in the pre-bid meeting to be held as per the schedule mentioned in Section 2.1 of the RFP.
7. 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. Availability of Tender Document

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

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

The RFP document will be available for sale at the above address on all working days as per the date and time specified in section above on payment of non-refundable Tender Fee of Rs. 5,000/- (Rupees Five thousand only) (Exempt for eligible entities (i.e. MSME/NSIC), as per Government of India Guidelines, subject to submission of the relevant certificate. Certificate shall be valid on the date of Bid Submission) by crossed Demand Draft/ Banker's Pay Order in favor of “The Oriental Insurance Company Limited” payable at New Delhi. Tender fee is inclusive of all taxes.



Tender Reference No.:
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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.



4. Eligibility Criteria

Bidders should meet the following Eligibility Criteria in order to bid for the RFP:

S.No.	Eligibility Criteria	Supporting Documents
1	Bidder should be a registered company in India under Companies Act 1956. Bidder should be in operation in India for minimum of five years.	Copy of the Certificate of Incorporation
2	The Bidder should have had a minimum turnover of Rs.10 crores in each of the last three financial years (2017-2018, 2018-2019, and 2019-2020).	Copy of Audited Financial statements for the financial years (2017-2018, 2018-2019, and 2019-2020) And CA Certificate
3	The Bidder should have a positive Net-Worth in each of the last three financial years (2017-2018, 2018-2019, and 2019-2020).	Copy of Audited Financial statements for the financial years (2017-2018, 2018-2019, and 2019-2020) And CA Certificate
4	The bidder should have experience as SMS SOLUTION PROVIDER for a minimum period of three (3) years in India.	Credential letter OR Copy of PO/ Contract
5	The bidder should have completed at least three projects (in India) based on Short Messaging Service on mobile phones in the last 3 years as on the date of the tender. Of the three projects, at least 1 projects should have been completed in BFSI in India.	Credential letter OR Copy of PO/ Contract along with completion certificate
6	The bidder should have direct tie-up / arrangements with minimum two (2) telecom service providers / operators for within India services.	Copy of Agreement / Certificates with telecom operators with which the bidder has direct connectivity. And Self-undertaking to be provided by bidder confirming to renew the agreement for the duration of validity of OICL's contract.
7	The Bidder submitting the offer should have obtained all the necessary licenses from/registered with TRAI for delivery of both Transactional & Promotional SMS and should be a registered with TRAI for telemarketing.	Undertaking to this effect to be submitted on Company Letterhead And Copy of the valid certificate of TRAI to be enclosed
8	The bidder should have the capability to send alerts from multiple (minimum two (2)) geographical locations for ensuring business continuity.	Undertaking to this effect to be submitted on Company Letterhead. Bidder to provide address of all locations from where the alerts will be sent
9	The Bidder should not be engaged in NON-LIFE INSURANCE BUSINESS.	Undertaking to this effect to be submitted on Company Letterhead.



S.No.	Eligibility Criteria	Supporting Documents
10	The bidder should confirm that the software solution offered should be capable of integrating with Core Insurance Solution running in OICL.	Undertaking to this effect to be submitted on Company Letterhead.
11	The bidder should not be debarred / black listed by any Government or PSU enterprise in India as on date of the submission of RFP.	Undertaking to this effect to be submitted on Company Letterhead.

Note:

- Bidders need to ensure compliance to all the eligibility criteria points.
- Attested photocopies of all relevant documents / certificates should be submitted as proof in support of the claims made. The bidder should provide relevant additional information wherever required in the eligibility criteria. OICL reserves the right to verify /evaluate the claims made by the Bidder independently. Any decision of OICL in this regard shall be final, conclusive and binding upon the Bidder.
- Either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same solution.
- In case of business transfer where bidder has acquired a Business from an entity (“Seller”), work experience credentials of the Seller in relation to the acquired Business may be considered.
- In-case of corporate restructuring the earlier entity’s incorporation certificate, financial statements, Credentials, etc. may be considered.
- While submitting the bid, the Bidder is required to comply with inter alia the following CVC guidelines detailed in Circular No. 03/01/12 (No.12-02-6 CTE/SPI (I) 2 / 161730 dated 13.01.2012): ‘Commission has decided that in all cases of procurement, the following guidelines may be followed:
 - *In a RFP, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same RFP. The reference of ‘item/product’ in the CVC guidelines refer to ‘the final solution that bidders will deliver to the customer.*
 - *If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same RFP for the same item/product.’*



5. Scope of Work

To sustain the future growth and coverage of OICL's operations and to provide SMS Services to its domestic customers, OICL invites service providers to offer their solution for providing SMS services to domestic customers (including when such domestic customers are on International roaming) using secure authentication system. The scope includes:

1. Bulk SMS Services should cover the facility like Push Service and Pull SMS using long code/short code
2. Bidder will be required to ensure that OICL's application(s) seamlessly integrate with their application and all outward/ inward SMS are delivered to desired mobile numbers/ OICL's application.
3. Push SMSs will be categorized as below:

Priority	Category	Delivery Time	Estimated Volume
Priority 1	High Priority Alerts (Password Reset/ OTP)	Within 30 seconds	1 Cr SMS
Priority 2	Promotional SMS	Within 2 hours	1 Cr SMS

**The above mentioned volume of SMS is only for the purpose of TCO calculation and billing will be done on actuals.*

4. SMS services should be scalable to meet the OICL's requirements for the next 3 years from the date of issuance of Purchase Order.
5. Bidder has to provide easy to remember codes (long code/short code/) for use to OICL. These codes should be easily memorable and accessible through all telecom operators on 24*7*365 basis. The codes once allocated to OICL for accessing Pull Service (long code/short code) will be property of OICL. In case of expiry of contract or termination of the contract due to any reason, the bidder has to surrender these codes to the OICL
6. Bidder should have the capability to send SMS to all GSM and CDMA handsets and on all telecom operators available in India without any exception.
7. The bidder should have tie up/arrangements with multiple telecom service providers for delivery of outgoing/incoming SMS Alerts for OICL PUSH and PULL service to/from national mobile subscribers (subscribers of telecom operators like BSNL, MTNL, Airtel, Vodafone, Jio etc.).
8. Bidder shall be responsible for delivery of real time SMS alerts on 24*7*365 basis as per OICL's requirements.
9. Bidder shall be responsible for providing after-sales support and service on 24*7*365 basis for resolution of complaints related to individual/ bulk SMS
10. The solution offered should provide Push and Pull based SMS alert services to OICL. Additionally, the offered solution should be seamlessly integrated with various modules/ applications deployed at OICL. The integration cost, wherever applicable, will be borne by the bidder.
11. SMS system should provide HTTP/HTTPS API, which can be used to send SMSs by calling the API and SMS system should provide the feature to update the delivery status for those SMSs in the database.
12. Dynamic (numeric as well as alphanumeric) sender Ids should be supported for SMSs.
13. Sender ID allotted by the bidder, should be unique to OICL and should not be allotted to any other client for the duration of the contract. Bidder is required to submit a declaration for the same.
14. Bidder is required to provide and factor in for tool/ portal for generation of MIS Reports. OICL should be given the capability of showcasing the current status of messages



15. Bidder should have the ability to provide daily statistics through auto-generated mail on mail IDs shared by OICL.
16. Bidder is also required to provide daily statistics and latency reports of the previous day and should mandatorily comprise of the following fields:
 - Date
 - Total No. of SMS received
 - Category of SMS Sent
 - Total No. of SMS Successfully delivered
 - Total No. of SMS Delivery failed/ expired
 - Total No. of SMS delivered, not received
 - Total Invalid
 - Total DND
17. The bidder should have the facility of online filtering of DND Numbers on real time basis
18. Bidder is required to ensure its compliance to guidelines by statutory and regulatory authorities, RBI, NPCI, TRAI, IRDA, IBA, Master Card, Visa and any other regulatory body, as applicable at no additional cost to OICL.
19. Bidder to ensure that no content of the message, address of the originating party or address of the destination party is changed without the written consent of OICL or otherwise agreed by both parties.
20. Bidder to ensure that customers receive a Welcome message upon registration for SMS alerts.
21. It is the responsibility of the Bidder to provide customized reports as per OICL's requirements in formats like Excel, CSV.
22. It is the responsibility of the Bidder to deal with latency in delivery of critical messages and re-route such messages through other operators in case of delay.
23. The proposed solution should be rule based
24. Bidder should provide the flexibility to OICL to modify the time limit for delivery of all types of messages
25. Solution should have the ability to send alerts during system or connection failure or in cases of SMS queue exceeding the threshold limit
26. It is the responsibility of the Bidder to manage SMS delivery and service providers during downtime
27. The solution should have the ability to send long messages. These messages exceeding character limit should be delivered as a single message on receiver's handset, unless there is dependency of the same on the receiver's handset.
28. The character length of one SMS in case of message being sent in English shall be a minimum of 160 characters and minimum of 70 characters in case of Hindi or any other regional language.
29. The bidder should have a solution to provide SMS in all regional languages as per 8th Scheduled Language of Indian Constitution.
30. The bidder should offer a retry mechanism for messages that cannot be delivered.
31. Bidder should provision for adding multiple providers/ connections and also provide interface to monitor the performance of each.
32. OICL will not be responsible for providing any component/ tool/ utilities etc. All components are to be factored in by the Bidder as part of their commercial proposal.

SMS Security

The SMS messaging has some extra security vulnerabilities due to its store and forward feature, and the problem of fake SMS that can be conducted via the Internet. When a user is roaming, the SMS content



passes through different networks and perhaps the Internet that exposes it to various vulnerabilities and attacks. The Bidder is required to take care of the security issues:

- Confidentiality of the SMS sent or received - Only the valid communicating parties can view the SMS
- Integrity of the SMS Sent or received - SMS should not be tampered by the intruders. The system should be able to find out such alteration.
 - Non-repudiation - no party can deny the receiving or transmitting the data
 - Man in Middle attack
 - Reply attack
 - Message disclosure
 - Spamming
 - Denial of service attack
 - SMS phone crashes
 - SMS viruses
 - SMS Phishing
- Any other cyber threat applicable to the SMS service
- The bidder has to provide the list of error code due to which delivery of SMS alerts get failed
- All the services as specified above and its related systems should conform to the requirements of the amended IT Act 2000 and other laws statutes of the Govt. Of India.

User Acceptance Testing (UAT)

1. Bidder will be responsible for sharing the project plan well in advance with OICL and accordingly the team will be required to work for timely completion of UAT.
2. The successful bidder is expected to assist OICL in performing UAT of the solution as part of deployment and any subsequent changes.
3. The successful bidder will also be responsible to independently test the solution for its working and assist OICL's core team in the overall testing.
4. Bidder is required to provide a dedicated team for UAT.
5. Any Customization of the application software, if required, has to be carried out by the bidder at no additional cost to OICL based on the UAT observations and IRDAI/TRAI guidelines.
6. Any deviation in the scheduled UAT plan has to be immediately communicated to the OICL.
7. Bidder's team should co-ordinate with OICL's IT team / OICL's vendors whenever required for any input w.r.t UAT. OICL will designate resources from its IT team for the same.
8. Bidder's team will be responsible for preparing message dumps, logs, error-codes which are required from SMS Services and OICL's team.

Other In-Scope Services

1. The successful bidder is expected to ensure that functionalities currently being used by OICL or being envisaged by OICL as per tender document are made available.
2. To gain understanding of the business requirements, the successful bidder is expected to carry out a requirement study for the functionalities and services required by OICL.
3. The bidder must furnish contract agreements with commercial terms masked with other vendors / OEMs whose products or services the bidder would obtain. The bidder must further continue with the same vendors and shall not be permitted to change vendors after the bid is submitted. Failure to adhere to this clause will attract disqualification of the bid / contract as well as invoking of related damage clauses as specified in Terms and Conditions.



4. All statutory and regulatory requirements, impacting the solutions to be implemented under the scope of this project, will be provided to OICL at no additional cost during the tenure of the contract.
5. The successful bidder would be expected to manage, maintain and monitor the solution for the period of the contract.
6. Proposed solution should integrate seamlessly with OICL's existing alternative channels (i.e. Core Insurance Solution, etc.)
7. The solution should adhere to IRDAI/TRAI/RBI/IBA/Govt. of India technical specifications and procedural guidelines for all SMS services.
8. The selected bidder has to offer technical and functional support of the service for complete contract duration.
9. The Bidder will be required to provide technical support to OICL during the tenure of the contract.
10. The bidder is required to submit detailed security features supported by the system along with details and architecture of the security components.
11. The Bidder is required to make changes in the SMS Services including software, procedure and operations as required by regulators from time to time to comply with any new rules of Indian Law/ RBI/ IBA/ TRAI/ Govt. of India guidelines and other Regulatory bodies.
12. An acceptance test may be carried out on SMS Services, after completion of above stages, jointly by a third party appointed by OICL and/ or representatives appointed by OICL.
13. The Bidder should be able to send messages in both English & Hindi languages.
14. SMS Gateway solution should be Unicode compliant.

5.1 Project Timeline

The successful bidder shall complete the integration of offered solution with OICL infrastructure within 6 weeks of award of contract for the same. The integration costs, if any will be borne by the successful bidder.

As part of the implementation, the successful bidder shall complete the User Acceptance Testing (UAT) within the integration period from OICL. In case the bidder fails to get certified by OICL within stipulated time, the bidder will have to bear the penalty / invocation of Performance Bank Guarantee / termination of contract as defined in this RFP.

Solution delivery and services' performance shall be according to the time schedule, technical specifications, scope of project and other terms and conditions as per this RFP document. Any delay in performance / defect in performance by the bidder will result in punitive action varying from penalty to termination of contract as per the SLA terms defined in this RFP document.



6 Terms and Conditions

6.1 Definitions

- a. **OICL/ PURCHASER:** Shall mean The Oriental Insurance Company Limited.
- b. **'Head Office'** or **'HO'** shall mean following buildings of Head Office:

S.No.	Location/ Dept. Name	Address
1.	Oriental House	A-25/27, Asaf Ali Road, New Delhi.
2.	88 Janpath	88 Janpath, Connaught Place, New Delhi
3.	Aggarwal House	4/14, Aggarwal House, Asaf Ali Road, New Delhi
4.	Universal Building	2/2-A, Asaf Ali Road, New Delhi
5.	Scindia House	15-16 Scindia House, Kasturba Gandhi Marg, New Delhi
6.	Oriental Staff Training College	Sector-11, Bata Mor, Mathura Road, Faridabad

The above list is not exhaustive and is subject to change.

6.2 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 OICL's 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.

6.3 Sub-Contracts

It is clarified that notwithstanding the use of sub-contractors by the Bidder, the Bidder shall be solely responsible for performance of all obligations under the RFP irrespective of the failure or inability of the subcontractor chosen by the Bidder to perform its obligations. The Bidder shall also have the responsibility for payment of all dues and contributions, as applicable including any statutory requirement and compliance. No additional cost will be incurred by OICL on account of sub-contract, if any.

6.4 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.

6.5 Submission of Bids

Bidders shall submit the Bids online. For details please refer RFP Section 11 – Instructions to Bidders.

6.6 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 - 4, which shall be equal to 3 percent (3%) of the value of the contract - valid till date of expiry of contract period in the form of a bank guarantee from a nationalized/ scheduled bank as per the norms laid by the RBI.

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

6.7 Delay in Bidder's Performance

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 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 performance of services is not found acceptable to OICL, the above-mentioned clause would be invoked.

6.8 Payment Terms

The payment terms will be as follows:

Deliverable	% of Payment	Stage
SMS Charges	Quarterly in arrears	Payment of SMS Charges will be paid quarterly in arrears
Rent for Key Words	Quarterly in arrears	Applicable amount will be paid quarterly in arrears at the end of each quarter
Rent for Generic Five-digit Short code		
Rent for Long Code		
SMS Cost for Long Code (beyond the monthly package limit for Long code)	Monthly in arrears	100% Payment of SMS Charges will be paid monthly in arrears
Other Cost	Quarterly in arrears	Applicable amount will be paid quarterly in arrears at the end of each quarter

1. Payment for all SMSs successfully delivered will be paid in full.
2. For all Failed/Expired/DLR SMSs, Bidder has to clearly specify the cause and reason for the same in the report.
 - If the Failed/Expired/DLR not received SMSs is due to the cause attributable to the bidder then no payment will be made for all the Failed/Expired/DLR not received SMSs, bidder has to clearly specify the cause and reason for the same in the report.
 - If due to the cause attributable to the bidder the event/campaign fails or do not achieve the required objective then bidder has to conduct the same activity for the mentioned event/campaign without any additional cost the OICL.
3. No payment will be made for Rejected/ DND/ Invalid SMSs
4. Multiple SMSs sent for a single event / occasion will not be paid.
5. All rates quoted in the bid will be valid for the entire duration of contract.
6. OICL is not liable to make any advance payment
7. Desired throughput has to be maintained at service provider's server to prevent formation of SMS alert queues at OICL's end.
8. Bidder is required to raise Invoices along with detailed reports on the daily count of SMSs delivered with a clear bifurcation of successful, unsuccessful and split messages.
9. All payments will be made as per payment terms mentioned above post deduction of applicable penalty, if any.

Other Payment Terms

At all times OICL would be paying only for the services utilized. At no point will OICL pay for the services that are not deployed for OICL's use.



Also, the payments for each month/ quarter (as applicable) will be made only after the acceptance of relevant activities/ deliverables for that month/ quarter. Any delay in receipt of deliverables will result in delay of the payment.

The Bidder recognizes that all payments to the bidder under this RFP and subsequent agreement are linked to and dependent on successful achievement and acceptance of milestones/ deliverables/ activities set out in the project plan and therefore any delay in achievement of such milestones/ deliverables/ activities shall automatically result in delay of such corresponding payment.

TCO will be calculated as the summation of the grand total of the price bid.

No payments would be made to the bidder during the pilot phase. The payment for pilot will be made only after acceptance of all the proposed solutions according to the bill of material provided by the bidder. The reasons like non-familiarity with the site conditions and / or existing IT infrastructure will not be considered as a reason for any delay or extra claims whatsoever.

Payments will become due at the end of each quarter of the contract period. The first quarter for this purpose will end after 3 months from date of signing of the contract or master agreement/ service level agreement with the OICL.

6.9 Mode of Payment

OICL shall make all payments only through Electronic Payment mechanism (viz. ECS). Bidders should invariably provide the following particulars along with their offers:

- a. Account Number and Type of Bank account (Current / Savings/Cash Credit).
- b. IFSC / NEFT Code (11 digit code) / MICR code, as applicable, along with a cancelled cheque leaf.
- c. Permanent Account Number (PAN) under Income Tax Act.
- d. GST Number.
- e. E-mail address of the Bidder / authorized official (for receiving the updates on status of payments).

6.10 Currency of Payments

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

6.11 Other RFP Requirements

Quoting multiple options for any of the line item mentioned in the Bill of Material is not allowed.

6.12 Extension of the Contract

The Contract for SMS Services may be extended for a further period up to one year (maximum) on pro-rata basis price negotiated up to max. 10% of the expiring contract value on mutually agreed terms between OICL and Bidder.



7 Terms of Reference (ToR)

7.1 Contract Commitment

OICL intends that the contract, which is contemplated herein with the Bidder, shall be for a period of three years.

7.2 Completeness of Project

The project will be deemed as incomplete if the desired objectives of the project Section 5 – Scope of Work of this document are not achieved.

7.3 Compliance

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

Compliance in obtaining approvals/permissions/licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate OICL and its employees/ officers/ staff/ personnel/ representatives/ agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and OICL will give notice of any such claim or demand of liability within reasonable time to the Bidder.

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

7.4 Assignment

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 favourable 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.

7.5 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.

7.6 Indemnity

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

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

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

The Bidder shall not indemnify OICL for

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

7.7 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.

7.8 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.

7.9 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.

7.10 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.

7.11 Sensitive Information

The Bidder is prohibited from unauthorized disclosure, modification or access any information considered sensitive.

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.

7.12 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.

The Bidder shall adhere to the norms of Information Security guidelines laid down by OICL.

7.13 Liquidated Damages

If the Bidder fails to meet the Project Timelines as per Section 5.1, OICL shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% of the contract price for every week (seven days) or part thereof of delay, up to maximum deduction of 10% of the total contract price. Once the maximum is reached, OICL may consider termination of the contract and invoke PBG.

7.14 Termination for Default

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

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

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

7.15 Force Majeure

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

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



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

7.16 Termination for Insolvency

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

- 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.

7.17 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.

7.18 Resolution of Disputes

OICL and the Bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers of OICL and the Bidder, any disagreement or dispute arising between them under or in connection with the contract. If OICL project manager and the Bidder project manager are unable to resolve the dispute they shall immediately escalate the dispute to the senior authorized personnel designated by the Bidder and OICL respectively. If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Bidder and OICL, OICL and the Bidder have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution through formal arbitration. All questions, claims, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties failing which the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as the presiding arbitrator. The Arbitration and Reconciliation Act, 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be New Delhi. The arbitration proceedings shall be conducted in English language. Subject to the



above, the courts of law at New Delhi alone shall have the jurisdiction in respect of all matters connected with the Contract. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either Party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

7.19 Governing Language

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

7.20 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).

The personnel employed by Bidder in OICL's premises shall be engaged by him as his own employee in all respects and responsibilities/obligations under Contract Labour (Regulation & Abolition) Act 1970, Factories Act 1948, Workmen's Compensation Act 1923, the Employees' Provident Fund and Miscellaneous Provisions Act 1952, The Minimum Wages Act 1948, Child Labour (Prohibition & Regulation) Act, 1986 and other applicable statutory enactments shall be that of the Bidder. The Bidder shall indemnify OICL against all claims whatsoever in respect of the said personnel under the aforesaid Acts or any other statutory provisions or the like in respect of any damage, penalty, compensation, interest, fines payable consequent to any accident or injury sustained by any worker of the Bidder during the period of contract.

7.21 Minimum Wages

The Bidder during the period of contract shall pay wages not less than minimum wage prescribed by Government from time to time to the personnel engaged by him in this contract.

The Bidder must ensure that the wages to the Workers are paid within the stipulated time as provided under relevant Rules & Regulations/Law/Statute in force. The Service Provider/ Contractor will not link the payment of wages to the workers with settlement of his bills by OICL.

The Bidder will deduct ESI contribution and Provident fund contribution of the employees from the minimum wages of the workers at the rate as applicable from time to time and deposit the same with the appropriate authorities along with Employer's contribution of ESI and PF as per the rate applicable from time to time wherever applicable.

The Bidder will be liable to get the Provident fund refunded from the Provident Fund Commissioner of the worker, if he is terminated, dies, or leaves the job.

7.22 Prices

The prices quoted (as mentioned in Appendix 1- Bill of Material submitted by the Bidder) for the solution and services shall be firm throughout the period of contract and shall not be subject to any escalation.



7.23 Taxes & Duties

The Prices Quoted by the bidder shall be exclusive of all the applicable taxes. OICL shall pay the taxes on actuals.

7.24 Deduction

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

7.25 No Claim Certificate

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

7.26 Rights Reserved by OICL

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

7.27 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.

7.28 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.

7.29 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.



7.30 Cancellation of Contract & Compensation

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

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

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

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

If the Contract is cancelled during Warranty, the bidder shall repay all the payment received from OICL and remove the solution supplied and installed by the bidder without any extra cost to the Company. If the Contract is cancelled during AMC, OICL shall deduct payment on pro-rata basis for the unexpired period of the contract

7.31 Repeat Order

OICL may place Repeat Order against the original order for a quantity up to 25% of the original order quantity during the contract period.

7.32 Integrity Pact

To ensure transparency, equity, and competitiveness and in compliance with the CVC guidelines, this tender shall be covered under the Integrity Pact (IP) policy of OICL. The pact essentially envisages an agreement between the prospective bidders/vendors and OICL committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. The format of the agreement is enclosed in Annexure 11.

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



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

Contact Details:

SHRI RUDHRA GANGADHARAN, IAS (Retd.)
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7.33 Procurement through Local Suppliers (Make in India)

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

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

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

7.34 Outsourcing Agreement

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

- 1. Contingency Planning:** The Bidder is responsible for contingency planning of the outsourcing service to provide business continuity for the outsourced arrangements that are material in nature.
- 2. Express Clause:** The contract shall neither prevent nor impede the company from meeting its respective regulatory obligations, nor the IRDAI from exercising its regulatory powers of



conducting inspection, investigation, obtaining information from either the company or the Bidder.

- 3. Handing over of the Data, Assets etc.:** In case of termination of the contract, the Bidder is responsible for handing over of the data, assets (hardware/software) or any other relevant information specific to the contract and ensure that there is no further use of the same by the Bidder.
- 4. Inspection and Audit by the Company:** The Company shall conduct periodic inspection or audit on the Bidder either by internal auditors or by Chartered Accountant firms appointed by the Company to examine the compliance of the outsourcing agreement while carrying out the activities outsourced.
- 5. Legal and Regulatory Obligations:** The Bidder shall ensure that the outsourcing contract/ arrangements do not:-
 - a) Diminish the Company's ability to fulfil their obligations to Policyholders and the IRDAI.
 - b) Impede effective supervision by the IRDAI.
 - c) Result in Company's internal control, business conduct or reputation being compromised or weakened.
- 6. Applicability of the laws/regulations:** The Regulations apply irrespective of whether the outsourcing arrangements are entered into with an affiliated entity within the same group as the Company, or an outsourcing service Provider external to the group or the one who has been given sub-contract. The Outsourcing Agreement shall not diminish the obligations of the Company and its Board & Senior Management to comply with the relevant law/s and regulations. The Bidder engaged by the company is subject to the provisions of the Insurance Act 1938, IRDA Act 1999, rules & regulations and any other order issued thereunder.

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



8 Instructions to Bidders

8.1 Instructions for Online Bid Submission

1. E-procurement/e-Tendering is new technology for conducting public procurement in a transparent and secured manner. As per Government of India's directives, OICL has adopted E-tendering.
2. For conducting electronic tendering, OICL has decided to use Electronic tender portal link available with detailed information on e-tendering process. This portal built using Electronic tender's software is referred to as www.tenderwizard.com/OICL
3. The bidders are required to submit soft-copies of their bids electronically on www.tenderwizard.com/OICL e-procurement website, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the Tender Wizard E-Tendering Portal, prepare their bids in accordance with the requirements and submitting their bids online on the Tender Wizard E-Tendering Portal.
4. The scope of work to be tendered is available in the complete bid documents which can be viewed /downloaded from Tenderwizard e-Procurement Portal of www.tenderwizard.com/OICL. Bids-Eligibility, Technical and Financial Bid will be submitted concurrently duly digitally signed in the website www.tenderwizard.com/OICL. No claim shall be entertained on account of disruptions of internet service being used by bidders. Bidders are advised to upload their bids well in advance to avoid last minute technical snags.
5. All Corrigendum/Amendment/Corrections, if any, will be published on the website www.tenderwizard.com/OICL as well as on OICL website.
6. It is mandatory for all the applicants to have class-III Digital Signature Certificate (in the name of person who will sign the bid document) from any of the licensed certifying agency (Bidders can see the list of licensed Certifying Agencies from the link www.cca.gov.in) to participate in e-Procurement of OICL.
7. It is mandatory for the bidders to get their firm/company registered with e-procurement portal of OICL, i.e. www.tenderwizard.com/OICL to have user ID & password by paying the relevant a non-refundable annual registration charges (if any) on the portal, which can be paid online using the e-payment gateway to Antares Systems Limited through the portal address mentioned above. The registration so obtained by the prospective bidder shall be valid for one year from the date of its issue and shall be subsequently renewed.
 - a. Participant shall safely keep their User ID and password, which will be issued by the service provider i.e. Antares Systems Limited upon registration, and which is necessary for e-tendering.
 - b. Bidders are advised to change the password immediately on receipt of activation mail.
 - c. Bidders shall not disclose their User ID as well as password and other material information relating to the e-tendering to any one and safeguard its secrecy.
 - d. Submit your tender well in advance by relevant documents along with copy of EMD of tender submission deadline on **Tenderwizard e-Procurement Portal www.tenderwizard.com/OICL** there could be last minute problems due to internet timeout, breakdown, etc.
 - e. After successfully registration, Bidder will be able to view tender documents and other relevant document for participation in desired tender.
 - f. Tenders should be submitted only through Tender Wizard E-Tendering Portal and obtain the Tender Acknowledgement copy as a proof of successful submission.



8.2 Tender Bidding Methodology

Sealed Bid System

The Bidders will be required to submit following three separate documents (through online mode).

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

8.3 Offline Submissions

The Bidder is requested to only submit the following documents offline in a Sealed Envelope at the address mentioned in **Section 4** before the start of Public Online Tender Opening Event.

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

1. Bid Security Declaration
2. Certified xerox copy of necessary Original resolutions/authority/ Power of Attorney having authority to authorize the person to submit Bid documents/participate in the bidding process for OICL.

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

Note:

- a. 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.
- b. All envelopes should be securely sealed and stamped.
- c. It is mandatory for the Bidder to quote for all the items mentioned in the RFP.

Bid Security

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

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

Hence, in conformance to the above, Bidders are to submit Bid Security Declaration as per format provided in Annexure 3.



9 Evaluation Criteria

The competitive bids shall be evaluated in three stages:

9.1 Eligibility Evaluation

Eligibility criterion for the Bidders to qualify this stage is clearly mentioned in Section 5 - Eligibility Criteria of this document. 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.

9.2 Technical Evaluation

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

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

S. No.	Evaluation Criteria	Maximum Marks	Minimum Marks	Minimum Passing Percentage
1.	Compliance to Scope of Work	100	100	100%
2.	Compliance to Functional & Technical Specifications	150	135	90%
3.	Past Experience	100	70	70%
4.	Technical Presentation	150	120	80%
	Total	500	425	85%

Bidders scoring at least the minimum score in each section mentioned in the table above and an overall score of 430 marks or more will be declared technically qualified.

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

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

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

S.No.	Technical Evaluation	Evaluation Methodology
1	Compliance to Scope of Work Max. Marks- 100 marks	The Bidder is required to submit an undertaking stating 100% Compliance to Scope of Work mentioned in this detailed document.



S.No.	Technical Evaluation	Evaluation Methodology								
		Note: <i>Deviations and non-conformance to scope of work will lead to disqualification.</i>								
2	Compliance to Functional & Technical Specifications Max. Marks- 150 marks	<p>The Bidder is required to submit compliance to Functional & Technical Specifications. Bidders should score 90% in Compliance to Specifications (Appendix 2).</p> <p>Marks would be awarded as:</p> <table border="1"> <thead> <tr> <th>Status</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>Standardized Product (S)</td> <td>10</td> </tr> <tr> <td>Customization (C)</td> <td>5</td> </tr> <tr> <td>Non-Compliant (N)</td> <td>0</td> </tr> </tbody> </table> <p>The total marks of the Appendix will be scaled down on a scale of 150 marks</p>	Status	Marks	Standardized Product (S)	10	Customization (C)	5	Non-Compliant (N)	0
Status	Marks									
Standardized Product (S)	10									
Customization (C)	5									
Non-Compliant (N)	0									
4	Past Experience Max. Marks- 100 marks	<table border="1"> <thead> <tr> <th>Category</th> <th>No. of Credentials</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td rowspan="2">Implementation of SMS Services</td> <td>At least 1 BFSI client in India</td> <td>70</td> </tr> <tr> <td>More than 1 BFSI Sector client in India</td> <td>100</td> </tr> </tbody> </table>	Category	No. of Credentials	Marks	Implementation of SMS Services	At least 1 BFSI client in India	70	More than 1 BFSI Sector client in India	100
Category	No. of Credentials	Marks								
Implementation of SMS Services	At least 1 BFSI client in India	70								
	More than 1 BFSI Sector client in India	100								
3	Technical Presentation Max. Marks- 150 marks	All eligible bidders will be required to make presentations. OICL will schedule presentations and the time and location will be communicated to the bidders. Failure of a bidder to complete a scheduled presentation to OICL may result in rejection of the proposal.								

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

9.3 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.

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.



10 Bid Documents

10.1 Eligibility Bid Documents

Eligibility document should contain following:

1. Compliance to Eligibility Criteria on the Bidder's letter head along with required supporting documents as per Section 5 duly signed and stamped by the Authorized signatory.
2. The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.
3. Bid Security Declaration as per format provided in Annexure 3
4. Undertaking that the Bidder has quoted for all items and the bid validity will be for 180 days from the date of submission of commercial bid.
5. Statement of No-Deviation as per Annexure-5.
6. Application Form for Eligibility Bid as per Annexure 8.
7. Confirmation of Tender Fee Submission.
8. Non-Disclosure Agreement Signed and Stamped as per Annexure-10
9. Integrity Pact (Annexure 11) on Stamp Paper

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.

10.2 Technical Bid Documents

Technical Bid should contain the following:

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. It should initially provide an overview of Bidder's organization and position with regards to proposed solution and professional services. A brief description of the unique qualifications of the Bidder should be included. Information provided in the Executive Summary is to be presented in a clear and concise manner.
2. Covering Technical Letter (Annexure 1), giving reference of this tender and consent for acceptance of all the Terms and Conditions of this tender.
3. Implementation Methodology & Detailed Work Plan (Project Plan).
4. Compliance to Minimum Functional & Technical Specifications as per Appendix-2.
5. Masked Commercial Bid: 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 1 – Bill of Material in the RFP."
6. Escalation Matrix for call logging and escalation purpose.



7. Undertaking from Bidder for providing authorized representatives of IRDAI the right to inspection, investigation, obtaining information (Annexure 12)

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.

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.

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.

10.3 Commercial Bid Documents

Commercial Bid should be as per the format mentioned in Appendix 1 – Bill of Material. The Commercial Bid should give all relevant price information and should not contradict the 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.



11 Service Levels and Penalties

The objective of the SLA is to clearly define the levels of services to be delivered by the Successful Bidder to Bank for the duration of the contract.

SLA requirements covering the scope of work and requirements are given below:

Solution Uptime

Complete Solution (Push, Pull type SMS Alerts) must have 99.90% uptime and should be available on 24x7, 365 basis. However, scheduled downtime will not be added for uptime calculation.

Service Parameter	SLA Uptime	Penalty	Basis of Measurement
SMS Service Uptime	99.90%	NA	System up time Quarterly report from Bidder & Quarterly report of Successful Submission of messages.
	99.89%-97%	5% of quarterly payout	
	96.99%-95%	10% of quarterly payout	
	<i>Below 94.99%</i>	<i>15% of quarterly payout</i>	

If uptime of services for SMS alert delivery is less than 95% for two consecutive months, OICL may invoke performance bank guarantee.

Further, OICL reserves the right to terminate the contract in case the solution availability goes below 95%.

Penalty for failure to maintain uptime for Push and Pull SMS Alert Services will be subject to a maximum of 20% of the Monthly SMS Charges payment value.

Push type SMS Alerts

Push alerts should be delivered as per the following timelines:

Priority	Category	Delivery Time
Priority 1	High Priority Alerts (Password Reset/ OTP)	Within 30 seconds
Priority 2	Promotional SMS	Within 2 hours

SMSs sent by OICL will have to be delivered within the stipulated timelines. Failure to comply with the timelines for delivery of messages pushed by OICL will attract the following penalty:

Priority	Description	Penalty (% of SMS charges payable)
NA	Any SMS not delivered due to any technical fault / failure on part of the bidder.	100%
Priority 1	SMS delivered after 30 seconds but before 2 minutes	25%
	SMS delivered after 2 minutes	100%
Priority 2	SMS delivered after 2 hours but before 6 hours (excluding no-promotion period between 9 PM to 9 AM)	25%
	SMSs delivered after 6 hours (excluding no-promotion period between 9 PM to 9 AM)	100%

Note: Detailed MIS reports (as mentioned in this RFP document) regarding delivery of SMS alerts to customers will be provided by the bidder on daily / fortnightly / monthly basis for calculation of penalties. Further, the penalty so calculated will be adjusted with the payments.

Other Terms



1. Online mechanism in real time mode has to be provided for SLA enforcement with regard to Uptime of Push/Pull Service and Delivery of Push SMS Alerts, along with flexibility to generate MIS on daily/weekly/fortnightly/monthly/specified date range basis at specified in the RFP.
2. SMS Alerts should be delivered in all geographical areas without any exception.
3. SLAs are to be measured and reported on a monthly basis by the bidder and will be validated by OICL.
4. The Bidder shall provide SLA Report on monthly basis and a review shall be conducted by OICL based on this report.
5. OICL reserves the right to perform root cause analysis (RCA) through its internal team(s) or engage an external party to perform the same. The successful bidder shall cooperate with the team performing the audit procedures. Decision taken by OICL for RCA performed shall be final and binding.
6. The successful bidder must strictly adhere to the delivery dates or lead times identified in its RFP. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to OICL, may constitute a material breach of the Bidder's performance. As a deterrent for delays during implementation, OICL may levy penalties for delays attributable to the bidder.
7. Desired throughout of 100 SMS/sec has to be maintained at service provider server to prevent formation of SMS alerts queues.
8. The calculation for number of SMS sent would be based on all SMS sending transactions issued by applications.
9. No payment will be made for SMS alerts failed/not delivered due to any fault/failure on the part of bidder/telecom operator.
10. Bidders to ensure inter-operability between all existing and new service providers for delivery of Push/Pull type SMSs
11. Bidder will provide details of SMS delivered by them with bifurcation of successful, unsuccessful and split messages.
12. If the level of performance of Successful Bidder for a particular metric fails to meet the minimum service level for that metric, it will be considered as a Service Level Default and applicable penalty would be imposed.
13. All payments will be made after deducting applicable penalties, if any.
14. The penalty amount will be deducted by OICL from any payment due or becoming due to the bidder under this purchase contract or may be recovered by invoking the Bank Guarantee or otherwise from the bidder.
15. All the above mentioned penalties are independent of each other and are applicable separately and concurrently.
16. Penalties are not applicable for reasons attributable to OICL and / or Force Majeure.
17. In Case of invalid phone numbers given by OICL, the penalty is not applicable. However, the list of invalid phone numbers must be shared to OICL every month, with the date of attempting the SMS.



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12 Appendix

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Tender Reference No.:
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12.1 Appendix 1: Bill of Material

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 utilize 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. In case the bidder includes/combines any line item as part of any other line item in the commercial bid, then this has to be clearly mentioned in the description indicating the line item which contains the combination
4. The bidder has to quote for each line item. If any line item is part of the solution proposed in the RFP response, it has to be referenced. If it is not applicable, then the Bidder has to mention Not Applicable (NA).
5. 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.
6. 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.
7. All amounts in the Bill of Material should be in INR.
8. 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.
9. Cost for Code Rent: The Number of unit mentioned in this section is for price discovery, the payment will be made to the bidder on the basis of actual procurement. The Unit rate provided will be used on pro-rata basis applicable throughout the period of the contract. Also, Charges Mentioned in the PART B may be used on pro-rata basis as and when OICL procure the Services during the contract period



Summary of Costs

S.No.	Particulars	Year 1	Year 2	Year 3	Total Amount
1.	Part A: SMS Charges				
2.	Part B: Customization Cost				
3.	Code Rent Charges (C1+C2)				
	Total Amount				

Total Amount in Words: _____

Part A: SMS Charges

S.No.	SMS Priority	Domestic/ International	Year 1			Year 2			Year 3			Total (3 yrs)
			Per SMS Cost	Multiplying Factor	Total	Per SMS Cost	Multiplying Factor	Total	Per SMS Cost	Multiplying Factor	Total	
1.	Priority 1	Domestic		1 cr SMS			1 cr SMS			1 cr SMS		
2.	Priority 2	Domestic		1 cr SMS			1 cr SMS			1 cr SMS		
	Total Amount											

**The above mentioned volume of SMS is only for the purpose of TCO calculation and billing will be done on actuals.*

Part B: Customization Cost

S.No.	SMS Alert Services	Man-Days	Per Man-Day Cost	Total Cost
1	Cost of any Additional Customization that is not part of the current RFP. The commercial for this line item will be part of the TCO calculation.	100		
	Sub- Total SMS Alert Services Additional Customization Cost (C)			

Part C: Code Rent Charges

Part C1



Tender Reference No.:
OICL/HO/ITD/SMS/2021/01

S.No.	Code Rent Charges	Product Details	Year 1			Year 2			Year 3			Total for 3 yrs
			Unit	Rate	Total Amount	Unit	Rate	Total Amount	Unit	Rate	Total Amount	
1.	Key words - Yearly Rent (This rate will be applicable for any additional key words during contract period)		10			10			10			
2.	Any Other, Please specify											
Total (C1)												

Part C2

S.No.	Code Rent Charges	Product Details	Year 1			Year 2			Year 3			Total for 3 yrs
			Unit	Rate	Total Amount	Unit	Rate	Total Amount	Unit	Rate	Total Amount	
1.	Generic Five digit Short code - Yearly Rent		1			1			1			
2.	Long Code - Yearly Rent		1			1			1			
3.	Long Code - Per SMS Cost beyond the monthly package limit		1000			1000			1000			
4.	Any Other, Please specify											
Total (C2)												

Seal & Signature of Authorized Signatory



12.2 Appendix 2: Functional & Technical Specifications

S.No.	Particulars	Bidder's Compliance (F/C/N)	Bidder's Remarks
1	The Bidder should have its own SMS Gateway Infrastructures like Servers, Communication links, software / applications, etc. for messaging related activity.		
2	The services and related systems offered to OICL must conform to the requirements of the IT Act 2000 (including amendments in IT Act 2008) pertaining to delivery of SMS alerts.		
3	The solution offered should provide Push and Pull based SMS alert services to OICL. For providing these services, the offered solution should be seamlessly integrated with OICL Core Insurance Solution or any middleware deployed at OICL. The integration cost, wherever applicable, will be borne by the bidder. The bidder must ensure that all outward / inward SMS are delivered to desired mobile numbers / OICL applications.		
4	The code (long code/short code) allotted to OICL should be easily memorable and accessible to OICL customers through all the telecom operators on 24X7, 365 basis		
5	The codes once allocated to OICL for accessing Pull Service (long code/short code) will be property of OICL. In case of expiry of contract or termination of the contract due to any reason, the bidder has to surrender these codes to OICL		
6	The bidder should have the capability to interface with any of OICL's application that OICL may procure at a future date. The SMS Services should have the capability to meet this requirement without any change in its functionality.		
7	The solution offered should have capabilities to send SMS to all GSM and CDMA handsets and on all telecom operators available in India and internationally, without any exception.		
8	Availability of Pull services and delivery of alerts to be made on 24*7, 365 basis.		
9	SMS system should provide HTTP/HTTPS API, which can be used to send SMSs by calling the API and SMS system should provide the feature to update the delivery status for those SMSs in the database.		



S.No.	Particulars	Bidder's Compliance (F/C/N)	Bidder's Remarks
10	The bidder's system/solution should handle URL based communication, both secured (https) and normal (http) based communication and the messages should be delivered to a specific port, if the port is provided in URL.		
11	The solution offered should provide connection for delivery of outgoing / incoming alerts with guaranteed delivery		
12	Sender ID allotted should be unique for OICL and the same should not be used by other entity across the world other than OICL		
13	The bidder should have tie up/arrangements with multiple telecom service providers for delivery of outgoing/incoming SMS Alerts for OICL PUSH and PULL service to/from national mobile subscribers (subscribers of telecom operators like BSNL, Jio, Airtel, Vodafone, etc.)		
14	<p>The solution should have the ability to send long messages. These messages exceeding character limit should be delivered as a single message on receiver's handset, unless there is dependency of the same on the receiver's handset.</p> <p>The character length of one SMS in case of message being sent in English shall be a minimum of 160 characters and minimum of 70 characters in case of Hindi or any other regional language.</p>		
15	The bidder should be capable of providing real time automatic delivery report / acknowledgement for last mile delivery (on the mobile handset of the customer / end user) of each SMS Alert along with status and time stamp.		
16	The bidder should have the facility of online filtering of DND numbers on real time basis.		
17	Promotional SMS must support both instant and scheduled mode		
18	The messaging platform must be able to send, receive and process various categories of SMS services like Broadcast, Scheduled, Events, and Interactive SMS.		
19	The bidder should have the facility of assigning priorities to different type of SMS Alerts being sent by OICL and deliver the alerts as per the priorities defined		
20	Checks should be properly imposed to avoid duplicate / multiple SMS delivery to customers.		



S.No.	Particulars	Bidder's Compliance (F/C/N)	Bidder's Remarks
21	The solution offered should be a Multilingual messaging solution supporting Hindi and English at the minimum. Future additions in languages must be supported by the Bidder.		
22	The bidder's solution should offer configurable mechanism in terms of number of retries / expiry and time duration for each retry for messages that cannot be delivered immediately.		
23	The bidder should have proper test infrastructure with capability of end to end testing of all integration with OICL applications.		
24	The bidder should have capability to communicate through dedicated leased lines for mentioned services (Push and Pull) between OICL and bidder's infrastructure.		
25	Online mechanism in real time mode has to be provided for SLA enforcement with regard to Uptime of Push/Pull Services and Delivery of Push SMS Alerts, along with flexibility to generate MIS on daily/weekly/fortnightly/monthly/specified date range basis.		
26	The bidder should provide Dashboard / Website / Portal for Administration features like: a. Monitoring of total messages sent within a day/ week/ month b. Time delay (if any) in sending the messages c. No. of failed messages (with reasons for failure) d. Invalid mobile numbers e. No. of push, pull, promotional messages sent f. Tracking Mechanism to track the Push/Pull messages flowing through the SMS Gateway.		
27	Access to bidder's portal is required through which OICL may track the SMSs pushed to a particular mobile number by entering Mobile number and period for which data is required.		
28	Generation of MIS reports having the following fields as a minimum - Mobile Number/MSISDN, Message text, Message Category, Bearer (GSM / CDMA), Operator, Circle, National/International, Sender Name/ID, Date/time of SMS received at gateway, Date/time of SMS sent to the operator, Date/time of SMS delivered to end subscriber, Status of SMS, Status description. The solution must generate reports as per operative and all future guidelines issued by IRDAI and		



S.No.	Particulars	Bidder's Compliance (F/C/N)	Bidder's Remarks
	any other regulatory body, during the period of contract.		
29	The solution should be capable of generating detailed report in Excel/PDF/CSV and any other format specified by OICL.		
30	The software should be capable of providing the Mobile-wise, Date-wise, Product-wise, Category-wise reports, transaction based reports, Short code wise, aggregated reports per category. The reports should contain timestamps of SMS received at Bidder's Server, SMS sent to the Telecom operator, actual delivery to the end user and final status of SMS alert along with status description.		
31	Bidder to maintain the data with regard to SMSs sent for at least 1 Quarter available at front-end GUI. The back-up must be maintained for all previous years. Bidder should retrieve and provide the required data to OICL within 24 hours of receiving request in this regard. The data maintained should at least have the following fields: a. Mobile Number/MSISDN b. Complete Message text c. Message Category d. Bearer (GSM/CDMA) e. Bearer f. Circle g. National/International h. Sender Name/ID i. Date/time of SMS received at the gateway j. Date/time of SMS send to the operator k. Date/time of SMS delivered to the end subscriber l. Final Status of the SMS m. Status description n. SMS Type - Pushed by OICL, Customer Initiated, Promotional		



S.No.	Particulars	Bidder's Compliance (F/C/N)	Bidder's Remarks
32	The bidder should provide facility for bulk SMS upload through their portal or OICL may request bidder to upload the file for bulk SMS on behalf of the OICL. Format for file is to be provided by the bidder.		
33	The bidder shall be responsible for providing 24*7, 365 days after-sales support / service for the complaints relating to all SMS Services.		
34	The bidder should have an online ticketing mechanism for logging and tracking all the complaints raised by the OICL		
35	It is the responsibility of the Bidder to change/upgrade/customize its infrastructure / solution at all levels for ensuring the compliance to statutory, regulatory guidelines from IRDAI, GOI, TRAI or any regulatory authority etc. at no extra cost to OICL.		
36	It will be the Bidder's responsibility to obtain necessary approvals for providing the required facility from TRAI or other statutory / regulatory bodies, if any.		
37	DND compliance will be the responsibility of the Bidder/Service provider		
38	OICL will not enter into any contract with any telecom, carrier or service provider. The bidder shall be the single point of contact for OICL.		
39	SMS Services should be scalable to meet the requirements of the OICL for the entire contract duration.		
40	The customers should receive welcome SMS upon successful registration for OICL SMS alerts		
41	For promotional SMSs, solution should at least provide the following features (but not limited to):		
41.1	Online Website/Portal based access		
41.2	Menu Driven Graphical User Interface (GUI) based access		
41.3	User ID/Password based access to website/portal		
41.4	Facility of Admin Users to create / modify / delete / maintain users for various locations within OICL		
41.5	Sending SMS to one / multiple mobile numbers		
41.6	Upload of Mobile Numbers through Excel and Text formats		
41.7	Scheduling SMS		
41.8	Provision of Web-based reports for download in Excel/Text/PDF format		



S.No.	Particulars	Bidder's Compliance (F/C/N)	Bidder's Remarks
42	MIS for promotional SMSs user ID wise, period wise, date wise, status wise(delivered, undelivered) etc. for SMS alerts sent.		
43	The service provider should provide customized reports as per OICL requirements in various formats like Excel, CSV etc.		
44	Solution needs to be rule based which can be changed without any down time		
45	Solution should deal with latency in delivery of critical messages and re-route such messages through other vendors in case there is delay in delivery through one.		
46	Solution should have the capability to allow users to define time limit with respect to delivery of all types of SMSs		
47	Solution should have ability to add to new vendors and manage them with respect to scalability and throughput		
48	Solution should have ability to send alerts during system or connection failure , exceeding of SMS queue beyond threshold limit etc.		
49	Solution should have ability to manage SMS delivery and service providers during downtime		
50	Solution should have ability to connect to multiple applications		
51	Solution should have the capability to set the priority of messages so that critical messages should not wait in queue		
52	Solution should be capable of sending multilingual messages, flash messages		
53	Solution should be scalable to add multiple providers / connections and also provide interface to monitor the performance.		



12.3 Appendix 3: E-Procurement System- Assistance to Bidders

Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority. For any other tender related queries bidders are requested to contact on below given numbers/email.

Help Manuals/ Telephone/ Mobile/E-mail ID	<ol style="list-style-type: none">1. Vendors Training Program: Vendors are requested to contact at Tender wizard Helpdesk Office for any information regarding E-tendering / training.2. For online registration, intended bidders may write us at twregdelhi@etenderwizard.com or contact no.080-4048200/011-494243653. For any further query related to Training Session, Tender Uploading/downloading or any other query related to tender please contact Tender wizard Helpdesk.4. For more information: Kindly visit e-procurement portal www.tenderwizard.com/OICL and go through Help Manuals available on home page under Support.5. For immediate assistance, kindly refer Contact Us section of the e-Procurement portal.
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Tender Reference No.:
OICL/HO/ITD/SMS/2021/01

13 Annexures

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13.1 Annexure 1: Covering Technical Offer

This letter should be on the letterhead of the Bidder duly signed by an authorized signatory

To,

The Deputy General Manager,
The Oriental Insurance Company Limited,
IT Department,
Head Office, New Delhi

Dear Sir,

1. Having examined the Scope Documents including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply and deliver all the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your company in conformity with the said Scope Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Scope.
2. If our Bid is accepted, we undertake to abide by all terms and conditions of this Scope and also to comply with the delivery schedule as mentioned in the Scope Document.
3. We agree to abide by this Scope Offer for 180 days after the last date of submission of commercial bid and our Offer shall remain binding on us and may be accepted by OICL any time before expiry of the offer.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
6. We certify that we have provided all the information requested by OICL in the format requested for. We also understand that OICL has the exclusive right to reject this offer in case OICL is of the opinion that the required information is not provided or is provided in a different format.

Dated this _____ by _____ 2021

Authorized Signatory

(Name of Contact Person, Phone No., Fax, E-mail)

Seal & Signature of the Bidder



13.2 Annexure 2: Query Format

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

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



13.3 Annexure 3: Bid Security Declaration

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

Sir,

Reg: Tender Ref No: **OICL/HO/ITD/SMS/2021/01 Dated 29.01.2021**

I/We, the undersigned, declare that:

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

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

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

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

Name: _____

Designation: _____

Date: _____

Signature: _____

Company Seal



13.4 Annexure 4: Proforma for Performance Security

To: (Name of Purchaser)

WHEREAS..... (Name of Supplier) (Hereinafter called "the Supplier") has undertaken, in pursuance of Contract No..... dated..... 2021 to supply..... (Description of Products and Services) (Hereinafter called "the Contract").

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

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

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

This guarantee is valid until the _____ day of _____

Date:

Seay & Signature of Guarantors (Supplier's Bank)



Tender Reference No.:
OICL/HO/ITD/SMS/2021/01

13.5 Annexure 5: Statement of No Deviation from Tender Terms and Conditions

This letter should be on the letterhead of the Bidder duly signed by an authorized signatory

To,

The Deputy General Manager,
The Oriental Insurance Company Limited,
IT Department,
Head Office, New Delhi

Tender Reference No.: OICL/HO/ITD/SMS/2021/01 Dated 29.01.2021

Dear Sir,

There are no deviations (null deviations) from the terms and conditions of the tender. All the terms and conditions of the tender are acceptable to us.

Yours faithfully,

Seal & Signature of the Bidder

Name: _____

Designation: _____

Address: _____

Date: _____



Tender Reference No.:
OICL/HO/ITD/SMS/2021/01

13.6 Annexure 6: Non-Blacklisting Declaration Form

This letter should be on the letterhead of the Bidder duly signed by an authorized signatory

To,

The Deputy General Manager,
The Oriental Insurance Company Limited,
IT Department,
Head Office, New Delhi

Tender Reference No.: OICL/HO/ITD/SMS/2021/01 Dated 29.01.2021

Dear Sir,

With reference to your above referred tender selection of Vendor for SMS Services, we hereby confirm that we are not debarred / black listed by any Government or PSU enterprise in India as on date of the submission of RFP.

Yours faithfully,

Seal & Signature of the Bidder

Name: _____

Designation: _____

Address: _____

Date: _____



Tender Reference No.:
OICL/HO/ITD/SMS/2021/01

13.7 Annexure 7: Authorization letter to attend Tender Opening

This letter should be on the letterhead of the Bidder duly signed by an authorized signatory

To,

The Deputy General Manager,
The Oriental Insurance Company Limited,
IT Department,
Head Office, New Delhi

Tender Reference No.: OICL/HO/ITD/SMS/2021/01 Dated 29.01.2021

Dear Sir,

Mr./ Ms. _____ has been authorized to be present at the time of opening of above tender due on _____ at _____ on my/ our behalf.

Yours faithfully,

Seal & Signature of Bidder



Tender Reference No.:
OICL/HO/ITD/SMS/2021/01

13.8 Annexure 8: Application form for Eligibility Bid

This letter should be on the letterhead of the Bidder duly signed by an authorized signatory

To,

The Deputy General Manager,
The Oriental Insurance Company Limited,
IT Department,
Head Office, New Delhi

Tender Reference No.: OICL/HO/ITD/SMS/2021/01 Dated 29.01.2021

Company Details:

S.No.	Particulars	Details
1.	Registered Name, Date of Incorporation and Address of the Bidder	
2.	Location of Corporate Headquarters	
3.	Address for Communication	
4.	Contact Person 1 (Name, Designation, Phone, Email ID)	
5.	Contact Person 2 (Name, Designation, Phone, Email ID)	

Turnover & Net-Worth

Financial Year	Turnover (In Crores)	Net-Worth (In Crores)
2017-2018		
2018-2019		
2019-2020		

Seal & Signature of the Bidder

Name: _____

Designation: _____

Address: _____

Date: _____



13.9 Annexure 9: Contract Form

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

WHEREAS the Purchaser is desirous that certain software and services should be provided by the Bidder viz., _____ and has accepted a bid by the Bidder for the _____ 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 Tender Document Ref. No. **OICL/HO/ITD/SMS/2021/01 Dated 29.01.2021** and subsequent clarifications
- 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 Bidder as hereinafter mentioned, the Bidder hereby covenants with the purchaser to provide services for _____ and to remedy defects therein the conformity in all respects with the provisions of the contract.

The purchaser hereby covenants to pay the Bidder 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 Bidder, are as under:

Item No.	Description of Item	Quantity	Price per Unit	Total Price	Payment Terms

* Break-up would be as per commercial bid format

Total Value: _____

Delivery Schedule: _____

Outsourcing Agreement

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

1. **Contingency Planning:** The Bidder is responsible for contingency planning of the outsourcing service to provide business continuity for the outsourced arrangements that are material in nature.



2. **Express Clause:** The contract shall neither prevent nor impede the company from meeting its respective regulatory obligations, nor the IRDAI from exercising its regulatory powers of conducting inspection, investigation, obtaining information from either the company or the Bidder.
3. **Handing over of the Data, Assets etc.:** In case of termination of the contract, the Bidder is responsible for handing over of the data, assets (hardware/software) or any other relevant information specific to the contract and ensure that there is no further use of the same by the Bidder.
4. **Inspection and Audit by the Company:** The Company shall conduct periodic inspection or audit on the Bidder either by internal auditors or by Chartered Accountant firms appointed by the Company to examine the compliance of the outsourcing agreement while carrying out the activities outsourced.
5. **Legal and Regulatory Obligations:** The Bidder shall ensure that the outsourcing contract/ arrangements do not:
 - a. Diminish the Company's ability to fulfil their obligations to Policyholders and the IRDAI.
 - b. Impede effective supervision by the IRDAI.
 - c. Result in Company's internal control, business conduct or reputation being compromised or weakened.
6. **Applicability of the laws/regulations:** The Regulations apply irrespective of whether the outsourcing arrangements are entered into with an affiliated entity within the same group as the Company, or an outsourcing service Provider external to the group or the one who has been given sub-contract. The Outsourcing Agreement shall not diminish the obligations of the Company and its Board & Senior Management to comply with the relevant law/s and regulations. The Bidder engaged by the company is subject to the provisions of the Insurance Act 1938, IRDA Act 1999, rules & regulations and any other order issued thereunder.

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

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



Tender Reference No.:
OICL/HO/ITD/SMS/2021/01

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



13.10 Annexure 10: Non-Disclosure Agreement

(On Rs.100 Non-Judicial stamp paper)

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

BY AND BETWEEN

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

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

AND

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

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

WHEREAS:

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

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

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

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

1. Confidential Information:

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



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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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



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

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

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

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

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

8. Governing Law: The provisions of this Agreement shall be governed by the laws of India and the competent court at Bangalore shall have exclusive jurisdiction in relation thereto even though other Courts in India may also have similar jurisdictions.

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

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

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



Tender Reference No.:
OICL/HO/ITD/SMS/2021/01

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

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

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

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

(_____)

(Designation)

For and on behalf of The Oriental Insurance Company Ltd

(_____)

(Designation)



13.11 Annexure 11: Integrity Pact

(On Rs.100 Non-Judicial stamp paper)

PRE-CONTRACT INTEGRITY PACT

General

This pre-bid pre contract Agreement (hereinafter called the integrity pact is made on day of the month of _____202_, between, on one hand, The Oriental Insurance Company Ltd, having its headquartered and Corporate Office at Oriental House, A-25/27, Asaf Ali Road, New Delhi - 110002, acting through _____, _____ (hereinafter called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in office and assignees) of the first part and M/s _____ represented by Shri _____, authorized signatory of M/s ----- ---(hereinafter called the "BIDDER/SELLER" which expression shall mean and include, unless the context otherwise requires , his successors and permitted assigns)of the second part .

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

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

Now, THEREFORE,

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

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

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

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

1. Commitments of the BUYER

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



- 1.2 The BUYER will, during the pre- contract stage treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitment as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official (s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

3. Commitment of BIDDERS

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

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

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

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

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

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

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



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

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

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

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

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

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

4. Previous Transgression

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

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

5. Earnest money (security deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount _____(as specified in RFP) as Earnest money/security, with the BUYER through any of the following instruments:-

- (i) Bank draft or a pay order in favor of _____
- (ii) A confirmed guarantee by an Indian nationalized bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever .the demand for payment by the BUYER shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified in the RFP).

5.2 The Earnest money / Security deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the article pertaining to performance bond in the purchase contract that the provisions of sanction for violation shall be applicable



for, forfeiture of performance bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

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

6. Sanctions for violations

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

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

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



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

7. Fall Clause

The BIDDER undertakes that it shall not supply similar Product / systems or subsystems in comparable business circumstances at a price lower than that offered in the present bid in respect of any other Public Sector Banks/Insurance Companies in India and if it is found that within one year after the signing of contract that similar product / systems or sub systems is supplied by the BIDDER to any other Public Sector Banks/Insurance Companies in India at a lower price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

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

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

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

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

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

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

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

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

9. Facilitation of Investigation

In case of any allegation of violation of any provision of this pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the



BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and place of jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. Other Legal Actions

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

12. Validity

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

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

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

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

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



Tender Reference No.:
OICL/HO/ITD/SMS/2021/01

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

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

Sir,

Reg: Undertaking from the Bidder for providing authorized representatives of the IRDAI the right to inspection, investigation, obtaining information for Tender Ref No: **OICL/HO/ITD/SMS/2021/01 Dated 29.01.2021**

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

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

Name: _____

Designation: _____

Date: _____

Signature: _____

Company Seal