



Request for Proposal for Supply, Installation, Maintenance and Support of Bilingual
Solution for OICL Core Insurance System

The Oriental Insurance Company Limited

Head Office, New Delhi



Request for Proposal

For

**Supply, Installation, Implementation, Maintenance and Support of
Bilingual Solution for OICL Core Insurance System**

(Tender Ref No: OICL/HO/ITD/BILINGUAL/2018/1 Dated 12.10.2018)

Information Technology Department

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

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



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Request for Proposal for Supply, Installation, Maintenance and Support of
Bilingual Solution for OICL Core Insurance System

Non-Refundable Tender Fee

Non-Transferable Receipt

To be filled by OICL Official

Tender Ref. No.	OICL/HO/ITD/BILINGUAL/2018/1 Dated 12.10.2018
Date of Issue	
Tender Issued to Bidder	
Draft No.	
Date	
Draft Amount	
Bank Name	
Name of OICL Official	
Designation of OICL Official	
Signature	
OICL Official	Bidder's Representative with Contact No. and Date



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This tender document is not transferable.

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

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

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

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Purpose of this document

The purpose of this Request for Proposal (hereafter referred to as “RFP”) is to define scope of work for the Bidder for Request for Proposal for Supply, Installation, Maintenance and Support of Bilingual Solution for OICL Core Insurance System.

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

Definitions and Acronyms

ATR	Acceptance Test Report
ATS	Annual Technical Support
Bidder	Single point appointed by OICL for Request for Proposal for for Supply, Installation, Maintenance and Support of Bilingual Solution for OICL Core Insurance System, based on the bill of materials shared by OICL.
CVC	Central Vigilance Commission
DC	Data Centre which is located at Bengaluru
DRS/DRC/DR	Disaster Recovery Site which is located in Mumbai
HO	Head Office
RO	Regional Office
DO / BO / SVC	Divisional Office / Branch Office / Service Centre
EC / MO	Extension Counter / Micro Office
INR	Indian Rupees
IP	Internet Protocol
IT	Information Technology
LAN	Local Area Network
Mbps	Million Bits per Second
MPLS	Multi-Protocol Label Switching
RF	Radio Frequency
NCR	National Capital Region
PO	Purchase Order
OEM	Original Equipment Manufacturer
OICL	Oriental Insurance Company Limited
OS	Operating System
RFP	Request for Proposal
SOW	Scope of Work
T&C	Terms & Conditions
TCO	Total Cost of Ownership
TO	Technical Offer
ToR	Terms of Reference
UAT	User Acceptance Test
SME	Subject Matter Expert
FRS	Functional Requirement Study



BRS	Business Requirement Study
SRS	System Requirement Study
HLD	High Level Design
LLD	Low Level Design

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 (DC) at Bengaluru & Secondary Data Centre (SDC/DRS) at Mumbai, 31 regional offices in various cities, Oriental Staff Training College (OSTC) at Faridabad and Chennai, 350+ divisional offices, 500+ branch offices, Regional Training Centers, 28 Claims Service centers, 32 TP Hubs and 900+ extension counters/micro offices geographically spread out across India.

Major OICL offices are provisioned with dual active-active links using MPLS over RF and leased lines. Smaller offices are provisioned with single links using either MPLS over RFP, Leased lines, VSATs or 2FA VPN connectivity over internet. For more than a decade, OICL has leveraged information technology to serve its customers effectively.

Apart from the Core-Insurance application (INLIAS), OICL has deployed various centralized applications viz web portal, Investment Management System (SAP Based), HRMS (PeopleSoft), E-mail, (MS Exchange), Video Conferencing, Proxy etc. Co-hosted at its Data Centers at Mumbai and Bengaluru. These Data Centers are equipped with enterprise class IT infrastructure. The company has sold more than 12 million policies in the year 2017-18. The Company has more than 100 general insurance products to cater to the varied insurance needs of its customers. It also has a strong workforce of about 15,000 employees and over 35,000 agents. The Company has a web portal www.orientalinsurance.org.in for use of its customers and agents with a provision for online issue/renewal of policies.

1.2 Notice Inviting Bids

The Chief Manager (IT) invites sealed bids from eligible Bidders for selection of vendor Supply, Installation, Maintenance and Support of Bilingual Solution for OICL Core Insurance System.

1.3 Project Objective

The Oriental Insurance Company Limited (OICL) intends to select a bidder for Supply, Installation, Maintenance and Support of Bilingual Solution for OICL Core Insurance System for a period of five year (Extendable for one year on mutually agreed terms and conditions).



1.4 Schedule of Events

General Details	
Department's Name	Information Technology Department
Scope of Work	Selection of Vendor for Supply, Installation, Maintenance and Support of Bilingual Solution for OICL Core Insurance System
Tender Details	Request for Proposal for Supply, Installation, Maintenance and Support of Bilingual Solution for OICL Core Insurance System
Tender Type	Open
Tender No.	OICL/HO/ITD/BILINGUAL/2018/1 Dated 12.10.2018
Consortium	Not Allowed
Download Tender Documents	Document to be purchased from Information Technology Department, The Oriental Insurance Company Limited, Asaf Ali Road, Delhi
Key Dates	
Document Purchase Start Date and Time	12.10.2018 11:00
Document Purchase End Date and Time	12.11.2018 15:00
Last Date and Time for receipt of pre-bid queries	18.10.2018 Before 15:00
Pre Bid Meeting Date, Time and Location*	23.10.2018 15:00 at Oriental House
Last Date and Time for submission of Bids	12.11.2018 15:00
Date and Time of Eligibility Bid Opening	12.11.2018 15:30
Opening of Technical bid	Will be communicated
Presentation by Qualified Bidders	Will be communicated
Opening of Commercial bid	Will be communicated
Declaration of L1 Bidder	Will be communicated
Payment Details	
Tender Fees (INR)	INR 5,000 (Rupees Five Thousand only) by crossed Demand Draft/Banker's Pay Order in favor of "The Oriental Insurance Company Limited" payable at New Delhi. The RFP Document Price is non-refundable and inclusive of taxes (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)
EMD Amount (INR)	INR 1,00,000 (Rupees One Lakhs 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)
Bid Validity	As per Tender Document
Performance Bank Guarantee (for successful Bidder)	As per Tender Document
Other Details	
Mode of Tender	Online



General Details	
Bid submission to Tender	https://eauction.auctiontiger.net
Contact details of e-Tender service provider	M/s. e-Procurement Technologies Ltd. (AuctionTiger), Ahmedabad, Mr. Harit Vaghasiya Phone: +91-79-40016809 Mobile No.: 09879996111 Email: harit@procuretiger.com and support@auctiontiger.net
System requirement for online bid submission	1. Computer / Laptop (Notebook) with internet connection of minimum 256 kbps speed 2. Operating System: Windows XP(32-Bit) Service Pack -3/ Vista / Windows 7 or above 3. Supported Browsers: Internet explorer 9.0 or above/Mozilla Firefox 13.0 or above/Google Chrome 20.0 or above 4. Valid Digital Signature Certificate Signing and Encryption (Class II or Class III). Refer Appendix 3 for Detailed Process.
Contact Information	Chief Manager (IT), Information Technology Department, The Oriental Insurance Company Limited 2nd Floor, Head Office, Oriental House, A-25/27, Asaf Ali Road, New Delhi – 110 002 Tel: +91 11 43659207 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 actions or any other action related to this RFP.

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

1.5 Availability of tender document

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

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

The RFP document will be available for sale at the above address on all working days as per the date and time specified in section 1.4 Schedule of Events on payment of non-refundable Tender Fee of Rs. 5,000/- (Rupees Five thousands only) (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.**

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

1.6 Eligibility Criteria

S. No.	Eligibility Criteria	Supporting Documents
Bidder's Financial & Other Information		
1	The Bidder should be a Government Organization/ PSU/ PSE PSE/partnership firm/LLP/Proprietorship firm or limited company existing in India	Certificate of Incorporation
2	The bidder must have a minimum annual turnover of at least Rs.50 Lacs (Rupees Fifty Lakhs) per annum for last 3 financial years (i.e. 2014-15, 2015-16 and 2016-17).	Copy of Audited Financial Statements (P&L and Balance Sheet) for the FY 2014-15, 2015-16 & 2016-17 and CA Certificate
4	The Bidder should not have been blacklisted by the any Government or PSU enterprise or Regulatory/Statutory Body in India as on the date of bid submission.	Self-Declaration/ Undertaking to be submitted by the bidder
5	The bidder/OEM should have provided similar type of solutions in at least 3 organizations in the last 5 years, out of which 1 should be in BFSI.	Relevant Credential Letter Or Purchase Order /Contract Or Agreement signed between the parties.

Note:

- i. Bidders need to ensure compliance to all the eligibility criteria points.
- ii. Public Sector / scheduled commercial banks do not include regional rural banks and cooperative banks.
- iii. In-case of corporate restructuring the earlier entity's incorporation certificate, financial statements, Credentials, etc. may be considered.
- iv. 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.
- v. Purchase orders without relevant organization confirmation through a credential letter will not be considered as credentials.



- vi. While submitting the bid, the Bidder is required to comply with inter alia the following CVC guidelines detailed in Circular No. 03/01/12 (No.12-02-6 CTE/SPI (I) 2 / 161730 dated 13.01.2012): 'Commission has decided that in all cases of procurement, the following guidelines may be followed:
- a. *In a RFP, either the Indian agent on behalf of the 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.*
 - b. *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.'*

1.7 Project Timelines

The Project Manager/Coordinator shall submit weekly report on the progress of the project to OICL and appraise the activities completed during the week and activities to be taken up in next week. Necessary assistance from OICL officials will be provided to ensure that activities will be completed in time. The detailed activities to be completed in each phase are mentioned below along with the timelines.

S.No	Activity	Time period for Completion (T is the Date of issuance of Purchase Order)
1.	Supply and delivery of Software Licenses	T+ 6 Weeks
2.	Installation, Configuration and commissioning of the solution at the OICL specified locations	T+ 8 Weeks
3	Training	All the trainings to be completed within 1 week from the date of request for training from OICL



2 Scope of Work

2.1 Overview of Scope

OICL intends to procure a Centralized Bilingual Solution (no agent is to be installed on the PC of the user) which will convert the documents/reports to be downloaded through Core Insurance Application (INLIAS) to the target language Hindi. The Scope includes Supply, Installation, Maintenance and Support of Bilingual Solution for OICL Core Insurance System during the contract period.

2.2 Geographical Location

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

Site Name	City	State
Data Centre(DC)	Bangalore	Karnataka
Disaster Recovery Center	Mumbai	Maharashtra

2.3 Detailed Scope of Work

For the solution mentioned in the scope, the bidder is required to propose a Centralized Bilingual Solution to meet the requirements put forward by OICL. Bidder is required to supply, install, maintain and support the required Centralized Bilingual Solution for Core Insurance System for the period of contract.

2.3.1 Technical Scope

2.3.1.1 Software Specification

- i. The proposed Centralized Bilingual solution should support conversion from English Language to Hindi Language of all the reports/ documents to be downloaded through Core Insurance Application (INLIAS).
- ii. The proposed Bilingual solution should not update/change any part of the application or its database.
- iii. The proposed bilingual solution should be compatible with OICL'S existing Core Insurance Solution (INLIAS). All the responsibility of integration lies with the Successful Bidder.
- iv. No change or upgrade of the target application should be necessary for language conversion.
- v. The functionality of OICL Core Insurance Application & any other Applications should be in no way altered.
- vi. The proposed Bilingual solution should not alter/change the existing functionalities of OICL'S Core Insurance Solution.
- vii. OICL Core Insurance Application and other Applications should be usable independently without activating the translation software.
- viii. The proposed Bilingual solution should have the facility that it can be activated (executed) as per individual user's choice to carry out application translation.
- ix. The software should be integrated with the Core Insurance Application of OICL. Bidder should ensure smooth integration between the proposed application and the Core Insurance Application of OICL.



2.3.1.2 Translation

- i. The proposed Bilingual solution should include localization of the application screens, reports and all output documents.
- ii. The proposed Bilingual solution should support various file types such as Text, PDF, HTML, and XML.
- iii. The proposed Bilingual solution should provide translation as:
 - a. On-screen reports of the following formats: Text, HTML and PDF.
 - b. **Reports Display and Printing:** Reports from OICL Core Insurance Application including any customized reports of OICL. Reports should be completely converted into target language i.e. Hindi Language maintaining the format exactly as per English. This includes conversion of configuration & master data, and Customer data in Bilingual (using Phonetic Transliteration). This should not have any impact on the existing English reports.
 - c. The proposed Bilingual solution must provide support for printing bilingual text (English + Hindi Language) by providing a reformatted version of the report. The software should allow independent selection of print language.
 - d. The proposed Bilingual solution should be able to carry out conversion of on-line print as well as text, html and PDF file report formats. Printing should be supported on DMP, Laser and Ink-jet printers.
 - e. **Data Entry:** The proposed Bilingual solution should be able to work with English data entry.
 - f. **Unicode:** The proposed Bilingual solution should be able to support Unicode for Hindi Language.

2.3.1.3 Other Requirements

1. Since the recommended solution is centralized, there should be no requirement for application installation kit for easy installation of the solution at the required location. Though the solution is recommended to be centralized it should however support if required distributed solution (Logistics dependent) i.e. application installation kit for easy installation of the solution at the required location and the solution should have automatic uninstall support.
2. The proposed Bilingual solution should be capable of generating bilingual reports and prints in Hindi Language and English Language and user should be able to select the language in which they wish to download the report.
3. Bidder is required to develop dictionaries (Hindi and English) required in order to achieve the scope of the RFP. If any update/ implementation/ integration is required with the OICL Existing Solution/ other solutions to successfully integrate, commission and implement the solution shall be provided by the bidder.
4. Bidder is required to submit relevant documents related to Software, its Implementation, Customization etc. during the entire contract period as in when required by OICL.
5. Bidder to provide regular updates/upgrades/patches released by the OEM during the entire contract period and shall document and provide the documents to OICL detailing all the



- changes in the solution. If required, bidder is required to provide the training to OICL Officials of all the changes made in the solution at no additional cost to OICL during the contract period.
6. Bidder will be solely responsible for integrating, implementing and commissioning the solution at OICL offices as required in order to successfully implement and commission the proposed solutions. Any interfaces required for successful implementation/ operations of the solution should be developed by the bidder.
 7. The responsibility of integration of proposed solutions with the core insurance solution and any other solution required, lies with the bidder selected through this RFP. OICL shall provide adequate support to bidder for the purpose of integration.
 8. OICL will not take any responsibility of any assumptions made by the bidder. It is the responsibility of the bidder to ensure successful implementation of the proposed solution. The bidder is also responsible for the accuracy of the bid and OICL is not liable for any errors or assumptions made by the bidder.
 9. The Maintenance Services have to be provided for the tenure of the contract post successful Go-Live of the solution.
 10. Bidder will operate and maintain all the components of the Solutions supplied through this RFP for the entire contract period. During Warranty and Maintenance phase, bidder shall ensure that service levels are monitored on continuous basis; service levels are met and are reported to OICL.
 11. Bidder shall address all the errors/bugs/gaps in the functionality in the solution implemented (vis-à-vis the FRS, BRS and SRS signed off) at no additional cost during the Warranty and Maintenance phase.
 12. Issue log for the errors and bugs identified in the solution and any change done in the solution shall be maintained by the bidder and should be periodically submitted to the OICL team.
 13. The Bidder shall perform an in-depth analysis of the existing system and shall submit a detailed plan for the implementation of this project, including but not limited to the following:
 - a. Project Plan detailing each task with target date and assigned resource persons and installation of all supplied items and integration with existing infrastructure at OICL Offices.
 - b. Architecture Diagram
 14. Bidder shall submit these documents (HLD, LLD, SRS, any explanatory notes, user manuals etc.) to OICL for review and any suggestions by OICL will be incorporated therein.
 15. During Maintenance of solution, Bidder will be responsible for:



- a. Overall maintenance and working of the Solution
 - b. Bug fixing and delivery of patches/ version changes effected
 - c. Creating knowledge repository for the bugs identified, resolution mechanism, version upgrade, future upgrade etc. of Tools, OS, RDBMS etc.
 - d. Bidder shall create the knowledge repository and shall provide OICL Officials access to all the repository prepared for OICL.
 - e. Provision should be available for version control and restoring the old versions if required by OICL.
 - f. Enhancement, modifications, customization, patches, upgrades due to statutory, regulatory, industry, changes will be provided at no additional cost to OICL.
 - g. Configuration changes, version up-gradations, performance monitoring, trouble shooting, patch installation, running of batch processes, database tuning, replacement / support, technical support for process, application and data maintenance, taking backup of the database as required, recovery, query generation and management etc. of all software supplied under this RFP document.
 - h. All the detected errors must be notified and corrected, as per the agreed timelines
 - i. Provide OICL with performance monitoring reports and alert OICL in case of any performance issues by suggesting future capacity planning
 - j. Maintain accurate documentation on the current location and status of software in the process of being repaired
 - k. Services including requirement analysis, assisting OICL in system software platform acquisition, testing, verification, and installation. The Bidder agrees that services provided include implementation, installation & maintenance of the software.
 - l. Provide maintenance data, as reasonably requested by OICL, to support replacement / refresh scheduling
 - m. Provide support and assistance, as required, to isolate complex network, operational and software problems related to the proposed solutions
 - n. Update, or provide the information required for the OICL to update the asset management system with the OICL
 - o. Backup, remove, protect, and restore programs, data and removable storage media in a machine prior to presenting the machine for service
 - p. Bidder to take corrective actions in order to resolve any security related issue including Malware attacks, Phishing attacks etc. occurring in OICL.
 - q. OICL will not be liable to pay any additional charges in respect of any sort of maintenance required during the tenure of the contract in order to meet the scope and SLA.
16. The proposal submitted by the bidder should be a No-Deviation Bid, any assumption, deviation or conditions quoted by the bidder anywhere in the proposal stands null & void.
17. The Successful Bidder (s) is required sign the NDA (Annexure 13) and contract (Annexure 3) as per the annexure provided in the RFP with OICL, within thirty (30) days of the award of the



work or within such extended period, as may be specified by OICL. The Contract will be based on this RFP document, corrigendum and Purchase Order issued by OICL.

2.3.1.4 Architecture

1. The proposed Bilingual Solution architecture should support centralized -without having to redesign any screens or and also OICL existing IT architecture. This means the installation of the proposed Bilingual Solution should be available as a centralized solution.
2. Bidder is required to deploy the solution at DC in standalone architecture.
3. The proposed Bilingual Solution should not require an upgrade of the current work station/Desktop hardware and should not affect the performance of the desktop.
4. The network requirement should be optimized for performance.
5. There should be no requirement of upgrade of the Target Application(s) for providing Language conversion. The language conversion software should be able to support any future upgrade of the INLIAS applications.
6. There should not be any additional requirement of procuring any other 3rd party solutions like fonts etc. for implementation of the proposed Bilingual Solution.
7. The localization solution, if any, should support the following desktop environments (not limited to):
 - a. Windows 7
 - b. Windows 8
 - c. Windows 10
 - d. Windows Server 2003
 - e. Windows Server 2008
 - f. Windows Server 2012
 - g. Windows Server 2016 or above

2.3.2 Functional Scope

The software should have the following minimum features:

1. Conversion from English to Hindi language on the fly.
2. Upgrades of software libraries to suit web enabled front end using Windows operating system in client desktop/ workstations and be compatible with majorly available browsers like Internet explorer, Firefox, Chrome etc.
3. Must have capabilities of independent language selection between English and Hindi as per user's choice.
4. Must have the ability for on screen translation, on demand switching between English and Hindi language, Should include all components(software and tools) required for conversion from English to Hindi language and should not lead to procurement of any other middleware or third party solution.
5. Final delivery version of the software should include completely updated Bilingual phrase dictionary required for the desired conversion of all screens, reports, menus, labels, and designations etc. of software. If during contract period any upgrade is required in bilingual phrase dictionary, bidder is required to provide the same at no additional cost to OICL



6. The solution should work with current version and future version of Core Insurance Application
7. The solution should have capability to provide Hindi language support for all future versions of Core Insurance Application.
8. Delivery of the software should include dictionary editor for editing and updating of phrase conversion dictionary used by the solution.
9. Should provide choice of exclusion of specific data from conversion.
10. Should be capable of enabling users to toggle between languages.
11. The solution should have the facility to enable/disable the Bilingual facility as per the requirement.
12. Should be flexible for addition of new templates / modification of existing templates as may be required by OICL without change of the proposed application, just update of dictionary if required.

2.3.2.1 Deliverables

1. Bidder is required to right size the solution, in case of any shortfall bidder will provide additional software in order to meet the requirement at no additional cost to OICL.
2. OICL will not take any responsibility of any assumptions made by the bidder. It is the responsibility of the bidder to ensure successful implementation of the proposed solution. The bidder is also responsible for the accuracy of the bid and OICL is not liable for any errors or assumptions made by the bidder
3. Standard dictionary should be available for Hindi language. This should contain all standard words/phrases for the standard configuration into target language i.e. Hindi Language.
4. Carry out dictionary creation for translation of any additional or partially translated screens. Remote access has to be provided to the application software for this software.
5. Carry out dictionary creation and formatting for translation of selected reports. Samples of reports will be provided for this purpose.
6. Implementation of language conversion software for OICL office in New Delhi.
7. Bidder is required to provide the necessary personnel to manage the operations for the solutions in scope and to ensure SLA compliance
8. OICL reserves the right not to procure/implement any or all of the proposed tools mentioned in this RFP. In such cases, only the cost for tools procured and/or implemented would only be payable to the bidder on pro-rata basis.
9. OICL will provide the network bandwidth for the in-scope solution. However bidder is required to study the existing bandwidth at OICL Premises and then need to suggest OICL with the bandwidth requirement for in- scope solution, if any upgrade is required in terms of bandwidth bidder is required to provide OICL with necessary documentation and support in order to upgrade the bandwidth (if required, OICL will upgrade the Bandwidth post review of the submitted documents and bidder is not required to factor in any cost for upgrade of bandwidth). It is expected that the proposed solution to consume minimal bandwidth, so that it should not impact OICL day to day business operations.



10. OICL will provide the required Ethernet switch ports. However bidder is required to mention the number of Ethernet switch ports required for in- scope solution. OICL will provide the necessary space, power, Storage (EMC Vmax 100K) Tape Library and Backup License.
11. OICL will provide server (Qty 1) as per the detail provided below with windows Operating System installed.
 - a. Server Cisco Blade Server UCS B200 M3 (RAM-64 Gb, HDD-1 Tb , Cores per processor- 16, Processor –Intel(R) Xeon(R) CPU E5-2640 v3@2.60Ghz Processor-2 Qty.) Quantity Of Server -1
 - b. Operating System - Windows 2012 Standard Edition
 - c. Symantec Anti-Virus Version 14.X
12. Bidder, if required, to propose the database and is required to support & maintain the same for the entire contract period. Bidder to ensure if any updates/ patches are released by the OEM the same has to be provided to OICL.
13. OICL Data Center and Disaster Recovery Center Runs on Fiber Channel. **OICL will provide the hardware as mentioned above in Point 9, 10 and 11. Bidder to size the requirement accordingly and propose the solution adhering to the requirement (Terms) mentioned in the RFP.**
14. The bidder shall provide the detailed technical architecture comprising of database and other application software in their technical bid.
15. Bidder is required to provide the necessary personnel to manage the operations for the solutions in scope and to ensure SLA compliance.
16. Training documents will be provided by the vendor to all participants both in hard copy & soft copy. Training documents should consist of:
 - a. Administration manuals for installation, configuration, monitoring etc.
 - b. User Reference manuals for each operation task.
 - c. Self-Learning Software Tutorials.

2.3.3 ATS Support

In addition to the normal maintenance required and sub activities as below:

- i. The successful bidder should provide comprehensive ATS for proposed solution, including other software, associated modules and services required to meet the requirements in the RFP.
- ii. The bidder shall provide warranty & maintenance support services for a period of five years from the date of final implementation of the system and its certification from OICL.
- iii. Trouble shooting of Translation Software problems of all supplied applications and Recertification of the same.
- iv. Provide the latest updates, patches / fixes, version upgrades relevant for the software components.
- v. Resolve any issues including bug fixing, improvements in presentation and/or functionality and others within a duration mentioned.
- vi. Bidder shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of all required, software, tools etc. covered in the RFP.
- vii. The bidder shall follow the below mentioned technical standards:



- a. Security Requirements;
 - b. Operating Procedures;
 - c. Recovery Procedures;
 - d. Perform an inventory of warranties and licenses in place as of the Start Date of the warranties
- viii. The Bidder shall ensure that the warranty complies with the agreed Technical Standards, Security Requirements, Operating Procedures, and Recovery Procedures
- ix. Bidder shall monitor warranties, ATS of the supplied software
- x. In the event of failures at any stage, relevant protection available shall be specified which would include the following:
- a. Diagnostic for identification
 - b. Protection of data entered
 - c. Recovery / restart facilities
 - d. Backup facilities
- xi. The ATS support for identified solution(s) should include the following:
- a. All minor and major version upgrades during the period of contract at no extra cost
 - b. Program updates, patches, fixes and critical security alerts as required
 - c. Documentation updates
 - d. 24*7*365 support for all the security application related malfunctions and ability to log requests online
 - e. The Bidder should have back to back agreement with the OEMs for ATS and AMC support.
- xii. There will be a User Acceptance Testing by OICL/OICL Designated Officials for the deployed Solutions wherever applicable.
- xiii. The OICL shall commence the User Acceptance Testing as and when products and services are made ready by the Bidder and a formal confirmation that the system is ready for UAT is submitted to OICL. The results thereafter will be jointly analyzed by all concerned parties.
- xiv. UAT will cover acceptance testing of all the product/services, integration with all the tools new and existing and integration of security solutions with all targeted devices/systems and /or applications(new and existing).
- xv. The Bidder is expected to make all necessary modifications to the Bilingual solution including customizations, interfaces, appliances, integration, software etc., if there are performance issues and errors identified by the OICL. These deviations/ discrepancies/ errors observed will have to be resolved by the bidder immediately.
- xvi. Bidder to share with OICL the following documents also:
- a. System Setting & Parameters document for the proposed solution.
 - b. Design, Development and Technical document including the customization source code for any customization to be undertaken on the product proposed for OICL
- xvii. Complete acceptance has to adhere to the stipulated time lines.
- xviii. OICL will accept the solution on satisfactory completion of the above inspection.
- xix. In case of discrepancy in facilities /services provided, the OICL reserves the right to cancel the entire /part of the contract.



2.4 Warranties

- i. The bidder shall provide warranty & maintenance support services for a period of five years from the date of final implementation of the system and its certification from OICL.
- ii. Warranty for the proposed software will commence from the date of the solution Go-Live. Bidder is required to keep the track of the warranties and support from OEMs for the supplied solution and submit the report to OICL.
- iii. Performing warranty and license registration, if any, with the appropriate manufacturer, for software that are either procured through the Bidder or procured by OICL with notification to the Bidder for inclusion in such database.
- iv. Reports related to software warranties must be provided to OICL
- v. All software to be supplied/ delivered and installed must be of the latest version and should form part of the OEM's current product line.
- vi. The bidder should also ensure that the solution proposed shall be technically compliant to perform satisfactorily as per requirements mentioned in the specification and deliverables.
- vii. The warranty, which for all practical purposes would mean Comprehensive Warranty, shall start and remain valid for one year for all proposed software.
- viii. Warranty shall include software upgrades, updates, patches, hot fixes and service support without charging any additional cost to OICL.
- ix. In case of shifting of any hardware at any location of OICL, wherever the hardware has to be shifted from one OICL location to another, the bidder is required to uninstall / reinstall and maintain the system/s at the new location, without any extra cost to OICL

Bidders need to ensure that the solution proposed comply with the minimum technical requirements. The Bidder shall provide the details of each individual solutions proposed along, in Appendix 02– Bill of Materials.

Bidder should right size the solutions and its related services/support in order to meet the requirement as mentioned in the RFP for the entire contract.

OICL will only provide server (Qty 1), network bandwidth, Ethernet switch ports, Storage space, Tape Library and Backup License. Any software and its related services/support required for successful commissioning of the solution has to be factored in by the bidder. In case of shortfall, bidder is required to provide software and its related services/support at without any additional cost to OICL in order to meet the requirement of the RFP.

Bidder should ensure the compliance to SLAs, Scope and Terms & Conditions as defined in the RFP for the entire contract period.

Bidder shall ensure after sales support and maintenance of the complete system to meet the prescribed SLA. The bidder is to ensure that the OEM support service for the proposed solution is available for the entire contract period. In case of any support/software/equipment issue, Bidder shall not only inform OICL beforehand but also shall provide the replacement solution/equipment of same/advanced model at no cost to OICL.

The Bidder shall be responsible for all patches/updates required in the offered solutions for smooth implementation of the project at without any extra cost to OICL.



3 Terms & Conditions

3.1 General

3.1.1 Definitions

OICL/PURCHASER: Shall mean The Oriental Insurance Company Limited

3.1.2 Amendment to Bid Document

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

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

- 3.1.2.1. OICL also reserves the right to change any terms and conditions of the RFP and its subsequent addendums as it deems necessary at its sole discretion. OICL will inform the Bidder about changes, if any before the deadline of bids submission.
- 3.1.2.2. OICL may revise any part of the RFP, by providing an addendum to the Bidder at stage till commercial bids are opened. OICL reserves the right to issue revisions to this RFP at any time before the deadline for bid submissions.
- 3.1.2.3. OICL reserves the right to extend the dates for submission of responses to this document.
- 3.1.2.4. Bidder shall have the opportunity to clarify doubts pertaining to the RFP in order to clarify any issues they may have, prior to finalizing their responses. All queries/questions are to be submitted to the Chief Manager, IT at the address mentioned below and should be received by the point of contact not later than the date and time specified in section 1.4 Schedule of Events. Responses to inquiries and any other corrections and amendments will be distributed to the Bidder by fax or in electronic mail format or hardcopy letter, at the sole discretion of OICL.

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

- 3.1.2.5. Preliminary Scrutiny – OICL will scrutinize the offer to determine whether it is complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have



been properly signed, and whether items are quoted as per the schedule. OICL may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on the Bidder and OICL reserves the right for such waivers and OICL's decision in the matter will be final.

3.1.2.6. Clarification of Offer – To assist in the scrutiny, evaluation and comparison of offer, OICL may, at its discretion, ask the Bidder for clarification of their offer. OICL has the right to disqualify the Bidder whose clarification is found not suitable to the proposed project.

3.1.2.7. OICL reserves the right to make any changes in the terms and conditions of purchase. OICL will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations.

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

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

3.1.3 Sub-contracts

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



3.1.4 Acceptance of the Solution

3.1.4.1. The User acceptance test will be carried out as per mutually agreed Acceptance Test Plan (ATP) against the systems requirements. The system will be considered accepted (supplied, installed and operationalized) only after Acceptance Test is completed .

Some of features required to be completed are enumerated below:

- i. The solution should correspond to what is stated in the purchase order without deviation except where mutually agreed upon
- ii. The equipment is fully installed, commissioned and operational. The features specified in the Functional Specifications / mutually agreed for implementation should be demonstrated.
- iii. The final acceptance of the system will be based on successful processing under live demonstration.
- iv. First acceptance will be after equipment are installed, commissioned, tested and all features are demonstrated at the specified locations.

3.1.4.2. In case of discrepancy in any hardware & software supplied & not matching the Bill of Materials or technical proposal submitted by the bidder in their technical bid, the bidder shall be given 6 weeks' time to correct the discrepancy post which OICL reserves the right to cancel the entire purchase contract and the Bidder should take back their equipment at their costs and risks. The test will be arranged by the Bidder at the sites in the presence of the officials of OICL and / or its consultants and appropriate functional and technical training should be given to the officials of OICL / or its consultants. The warranty for the equipment including all the software and other peripherals equipment & software by the Bidder pursuant to this Agreement will commence after acceptance testing. There shall not be any additional charges for carrying out this acceptance test. OICL will take over the system on successful completion of the above acceptance test. The Installation cum Acceptance Test & Check certificates jointly signed by Bidder's representative and OICL's official or its authorized representative should be received at Head Office along with invoice etc. for scrutiny before taking up the request for consideration of payment.

3.1.5 Conditional bids

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

3.1.6 Submission of Bids

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



3.1.7 Performance Security

Within 15 days after the receipt of Notification of Award from OICL, the bidder shall furnish performance security to OICL as per Annexure - 6, which shall be equal to 10 percent of the value of the contract - valid till date of expiry of five year Contract period in the form of a bank guarantee from a nationalized/ scheduled bank as per the norms laid by the RBI.

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

3.1.8 Pre-Bid Meeting

All queries/ requests for clarification from bidders must reach us by e-mail (tender@orientalinsurance.co.in) or in person as per timeline given in section 1.4. Format for the queries / clarification is provided in "Annexure 4 - Query Format". No clarification or queries will be responded in any other format. OICL will respond to any request for clarification of the tender document in the pre-bid meeting.

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

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

3.1.9 Installation and Implementation

The bidder shall be responsible for supply, installation and commissioning of the proposed solution, with technical specification as mentioned in Annexure-1; and to undertake support of the same.

At the direction of OICL, the acceptance test of the solution shall be conducted by the successful bidder in the presence of OICL's authorized representative(s) and/or any other team or agency nominated by OICL. All expenses for acceptance test shall be borne by the bidder. The acceptance tests should include verification of documentation for equipment start-up procedures; shutdown procedures; configuration; failover testing and testing of all redundancies – verification of documented fail-over and restoration procedures. Draft Acceptance test procedure should be submitted by bidder. The final acceptance test procedures will be discussed and mutually agreed after the implementation.

3.1.10 Delay in Bidder's performance

Implementation of the Solution and performance of service shall be made by the bidder in accordance with the time schedule specified by OICL in the contract.

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



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

3.1.11 Payment terms

The Bidder must accept the payment terms proposed by OICL. The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by OICL. Any deviation from the proposed payment terms would not be accepted. OICL shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of OICL.

Software and other components to be provided for execution of project should be sized for entire contract period by considering Scope, functional & technical requirements and SLAs.

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

Payment for the Supply, Installation, Maintenance and Support of Bilingual Solution shall be made by OICL as per the solutions in scope as mentioned in the Scope of Work.

S. No.	Deliverables	% of Payment	STAGES (On completion of the activities)
1	Software / License	70%	70% cost would be payable on successful post-delivery inspection of the Software
		30%	30% cost would be payable on Successful Installation, Implementation & Commissioning and successful Go-Live of the respective solution/product
2	Installation, Implementation & Commissioning	100%	100% cost will be payable on Successful Installation, Implementation & Commissioning and successful Go-Live of the respective solution/product
3	Maintenance Cost (if applicable)	Quarterly in arrears	Payment will be made quarterly in arrears. Bidder to submit the relevant documents with the attendance sheet along with the invoice
4	ATS	Yearly in advance	Payment will be made post warranty period



S. No.	Deliverables	% of Payment	STAGES (On completion of the activities)
5	Training	100%	100% cost would be payable post successful completion of the training to the designated officials

3.1.12 Mode of Payment

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

3.1.13 Penalties and delays in Bidder's performance

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

3.1.14 Currency of Payments

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

3.2 Other RFP Requirements

- a. The Head Office of OICL is floating this RFP. However, the Bidder getting the contract shall install and commission the solution, procured through this RFP, at OICL's DC and DRS or at such centers as OICL may deem fit and the changes, if any, in the locations will be intimated to the Bidder.
- b. Technical Inspection and Performance Evaluation - OICL may choose to carry out a technical inspection/audit and performance evaluation of products offered by the Bidder. The Bidder would permit OICL or any person / persons appointed by OICL to observe the technical and performance evaluation / benchmarks carried out by the Bidder. Any expenses (performing the benchmark, travel, stay, etc.) incurred for the same would be borne by the Bidder and under no circumstances the same would be reimbursed to the Bidder by OICL.
- c. The Bidder's representative and local office at **New Delhi** will be the contact point for OICL. The delivery status of equipment should be reported on a weekly basis.
- d. OEM's Authorization Form – The Bidder should furnish a letter from original equipment manufacturer. The Authorization Form submitted shall fulfill the following Intent:
 - We who are established and reputable manufacturers/ producers of _____ having factories/ development facilities at (address of factory/ facility) do hereby authorize M/s _____ (Name and address of the bidder) to submit a Bid, and sign the contract with you against the above Bid Invitation.
 - We hereby extend our warranty for the Solution, Products and services offered by the above firm against this Bid Invitation.



4 Terms of Reference ('ToR')

4.1 Contract Commitment

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

4.2 Ownership, Grant and Delivery

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

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

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

4.3 Completeness of Project

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

4.4 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.

4.5 Assignment

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

4.6 Canvassing/Contacting

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

4.7 Indemnity

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

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

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

The Bidder shall not indemnify OICL for

- (i) Any loss of profits, revenue, contracts, or anticipated savings or
- (ii) Any consequential or indirect loss or damage however caused



4.8 Inspection of Records

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

4.9 Publicity

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

4.10 Solicitation of Employees

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

4.11 Information Ownership

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

4.12 Sensitive Information

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

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



4.13 Technological Advancements

The hardware and software proposed as part of this contract

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

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

4.14 Confidentiality

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

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

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

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

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

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

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

Nothing contained in this contract shall limit the Bidder from providing similar services to any third parties or reusing the skills, know-how, and experience gained by the employees in providing the services contemplated under this contract. The confidentiality obligations shall survive for a period of one year post the termination/expiration of the Agreement.



4.15 Guarantees

Bidder should guarantee that all the software's provided to OICL are licensed and legal. All hardware and related software must be supplied with their original and complete printed documentation.

4.16 Liquidated Damages

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

4.17 Termination for 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, Components and services within the time period(s) specified in the contract, or any extension thereof granted by OICL; or
- b) If the Bidder fails to perform any other obligation(s) under the contract

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

4.18 Force Majeure

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

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

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

4.19 Termination for Insolvency

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



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

4.20 Termination for Convenience

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

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

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

4.21 Resolution of disputes

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



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

4.22 Governing Language

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

4.23 Applicable Law

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

4.24 Prices

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

4.25 Taxes & Duties

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

4.26 Deduction

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

4.27 No Claim Certificate

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

4.28 Cancellation of the contract & compensation

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

- i. The selected bidder commits a breach of any of the terms and conditions of the bid.



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

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

In case the selected bidder fails to deliver the quantity as stipulated in the delivery schedule, OICL reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility (capped at 5% differential value) of the selected bidder. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, OICL reserves the right to get the balance contract executed by another party of its choice by giving thirty day's written notice for the same. 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 ATS, OICL shall deduct payment on pro-rata basis for the unexpired period of the contract.

4.29 Rights reserved by OICL

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

4.30 Limitation of Liability

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

4.31 Waiver

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



exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

4.32 Violation of terms

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

4.33 Repeat Order

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



5 Instruction to Bidders

5.1 Procedure for submission of Bids

Bidders are required to submit Bids online through Auction Tiger e-procurement portal - <https://eauction.auctiontiger.net>. Submission of Online Bids is mandatory for this Tender.

5.1.1 Tender Bidding Methodology

Sealed Bid System.

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

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

5.2 Offline Submissions

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

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

1. Original copy of the Bid Security in the form of a Bank Guarantee.
2. Original copy of the power-of-attorney

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

Note:

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

5.3 Bid Security

EMD of Rs. 1,00,000/- (Rupees One Lakhs 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] in the form of Bank Guarantee favoring 'The Oriental Insurance Company Ltd' valid for six months should be submitted as per format given in Annexure 5 - Pro forma for Bid Security.



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

6 Bid Documents

6.1 Eligibility Bid Documents

1. Compliance to Eligibility Criteria as per RFP Section 1.6 along with all relevant supporting documents
2. Application Form for Eligibility Bid as per Annexure 1
3. The references of bidder's clients. Also provide the name, designation, and contact details of a contact person for each reference as per Annexure 2.
4. EMD of Rs.1,00,000 (Rs. One Lakhs 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) in the form of BG favoring 'The Oriental Insurance Company Limited' as per Annexure-5.
5. The corporate profile of the bidder (printed corporate brochure is preferred).
6. The profile of the bidder (as per Annexure-9)
7. List of bidder's support/service locations in India. (as per Annexure-8)
8. Bidder shall submit PAN number, GSTIN.
9. Undertaking that the Bidder has quoted for all items and the bid validity will be for 180 days from the date of submission of bid.
10. OEM Authorization Form duly signed and stamped by the bidder
11. The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.
12. The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the OEM.



13. Statement of No-Deviation (Annexure 7)

*Bidder to upload stamped and signed documents only

6.2 Technical Bid Documents

1. Executive Summary of Bidder's response. The Executive Summary should be limited to a maximum of five pages and should summarize the content of the response. The Executive Summary should initially provide an overview of Bidder's organization and position with regards to proposed solution and professional services. A summary of the Bidder's products and services that will be provided as a part of this procurement should follow.
2. Detailed technical note covering the detailed scope of work.
3. Compliance to Minimum Functional and Technical Specifications as per Appendix 1.
4. The Bidder should also include a replica of the masked final commercial bid without prices in the technical bid. The Bidder must note that the masked commercial bid should be actual copy of the commercial bid submitted with prices masked and not copy of the Pro-forma/format of the Appendix 2 – Bill of Materials in the RFP. The Masked Bill of Material shall include details of the Software (Name, Version Details, License Metrics etc.), Maintenance (Efforts of Bidder and OEMs) etc.
5. Implementation plan & warranty support
6. Support Plan
7. User Training Plan
8. Transition Plan
9. Undertaking of Authenticity for Appliance and Equipment Supplies (on Bidder's Letterhead) (Annexure 11)
10. Undertaking for Back-lining (Annexure 12)

Note:

1. Participation in this tender will mean that the Bidder has accepted all terms and conditions and clauses of this tender and subsequent modifications to this tender, if any.
2. The documentary evidence asked in respect of the eligibility criteria would be essential. Bids not accompanied by documentary evidence may be subject to rejection. Clarification/ Additional documents, if any, sought by OICL from the Bidder has to be submitted within the stipulated time. Otherwise, bid will be rejected and no further correspondence in the matter will be entertained by OICL.



3. Any alterations, erasures or discrepancies in figures etc. may render the bid invalid. The bid may be rejected in case of non-adherence to any of the instructions given above.
4. OICL reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission or partial submission of technical details.
5. OICL may at its discretion waive any minor non-conformity in any offer and the same shall be binding on all Bidders and OICL reserves the right for such waivers.
6. If OICL is not satisfied with the technical specifications in any tender and observes major deviations, the technical bids of such Bidders will not be short-listed and the price bids of such Bidders will not be opened. No further discussions shall be entertained with such Bidders in respect of the subject technical bid.

6.3 Commercial Bid Documents

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

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

Evaluation Criteria

The competitive bids shall be submitted in three stages:

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

6.4 Eligibility Evaluation

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

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

6.5 Technical Evaluation

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

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

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

- i. Functional and Technical Requirement



- ii. Presentation on proposed solution
- iii. Past Experience

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

S.No.	Technical Criteria	Maximum Marks
1	Functional and Technical Requirement	600
2	Presentation on proposed solution	200
3	Past Experience	200
	Total	1000

The bidders scoring **less than 70 percent marks** (cut-off marks) in the technical evaluation shall not be considered for commercial opening of the bids. Once the evaluation of technical proposals is completed, the bidders who score more than the prescribed cut-off score will only be short listed for commercial opening of the bids

Please note: All the requirements mentioned in Appendix-1 are mandatory and critical for the envisioned Solution. Any non-compliance to mandatory requirements could lead to disqualification of the bid at sole discretion of the OICL. OICL may at its sole discretion ask any / all the bidders to justify Non-Compliant (N) response to any of the defined requirements. Any unreasonable noncompliance/ deviations to functional or technical requirements which defeats the purpose of this initiative may lead to disqualification of the bid at sole discretion of the OICL.

1. Compliance to Functional and Technical requirements

Responses received in Appendix 1 –Checklist would be used for evaluating the Bidder on the functionality being proposed by the Bidder. The Score for each area in Appendix 1 would be worked out as follows:

All the requirements are mandatory. Bidder shall indicate the availability of each requirement as a standard product (S) or customization C.

The Bidder is required to provide 100% compliance to functional and Technical requirements. Marks will be awarded as per the table below:

Bidder's Response	Marks
Standard Product (S)	10
Customization (C)	6
Not Feasible (N)	0

Where,

- Standard Product (S): The system that shall be delivered currently supports this function either in native form or through existing parameterization without further enhancement or the use of either programming or user tools, i.e. included in the base package, to be delivered in the version of the solution being proposed to OICL.
- Customization (C): The function is not available in the product and it would require customization by the bidder and the bidder shall provide these features at no additional cost before the beginning of the User Acceptance Test.



- Not Feasible (N): The function is not available in the product and cannot be provided even after customization

The total marks obtained against the total number of functional specifications will be proportionately modified to a maximum of 600 for the sake of evaluation.

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

2. Presentation on proposed solution

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

Category	Marks
Understanding of OICL business Operating environment and scope	20
Demonstration of organization capability for the proposed initiative	20
Service Model demonstration	20
Demonstration of value proposition offered in the bid which shall enable the success of the project	20
Detailed Solution Capability and approach	100
Innovative use cases for the OICL	20

3. Past Experience

S.No	Credentials	Marks
1.	The bidder/OEM should have provided similar type of solutions in more than 3 organizations in the last 5 years, out of which 1 should be in BFSI.	200
2.	The bidder/OEM should have provided similar type of solutions in at least 3 organizations in the last 5 years, out of which 1 should be in BFSI.	180

* Bidder is required to submit successful completion certificates or Credential Letters or Copy of Contract / Purchase order/Engagement letter from the Client in order to substantiate the above mentioned criteria.

6.6 Commercial Evaluation

The commercial bids for the technically qualified Bidders will be opened and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at OICL's discretion. The total cost of ownership for the purpose of evaluation shall be calculated over the contract period of five (5) years.

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



7 Service Level Agreement

7.1 Service Level

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

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

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

7.1.1 Definitions

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

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

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

7.1.2 Interpretation & General Instructions

1. Typical Resolution time will be applicable if systems/components are not available to the OICL's users.
2. The SLA parameters shall be monitored on a monthly basis for the entire contract duration (including the warranty period) as per the individual SLA parameter requirements. The



Bidder is expected to provide the following service levels. In case the service levels defined in the tables below cannot be achieved, it shall result in a breach of contract and invoke the penalty clause.

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

7.1.3 Service Level Criteria

Severity Definition during Live operations due to Infrastructure/Functional issues of the proposed solution, the SLA’s will be applicable post go-live of Solution at OICL Offices

During the term of the contract, the bidder will maintain the equipment/components/ /software in perfect working order and condition and for this purpose bidder will provide the repairs and maintenance services as require.

Utilization

S. No	Service Area	Service Level	Penalty
1	All Solutions Uptime	Uptime % calculated on monthly basis for each solution. In case of any problems, the SI should ensure that system is made available to meet the SLAs.	Penalty (as mentioned Below) of the individual quarterly maintenance Cost (Including ATS Cost). These penalties will be deducted against any payable amount by OICL. Quarterly Maintenance Cost = $\frac{\text{(Total Maintenance Cost (Including ATS Cost) for the entire contract period)}}{\text{(Contract Period(in yrs.) *4)}}$
		98% and above	NA
		97% to 97.99%	5% of the Quarterly Maintenance Cost
		94% to 96.99%	8% of the Quarterly Maintenance Cost
		90% to 93.99%	15% of the Quarterly Maintenance Cost
		Less than 90%	20% of the Quarterly Maintenance Cost



Resolution Time

S.No	Risk Probability	Meaning	Resolution Time
1.	Critical	<ul style="list-style-type: none">• Translation service is not working.• Generated Reports alignment and quality related issue.• OICL logo not coming in Hindi PDF.• QR-code not proper in Hindi languages PDF.	Within 12 Hrs.
2.	Moderate	<ul style="list-style-type: none">• Hindi language conversion related issue.• Sentence/phrases/paragraphs in Hindi language are not proper.• Incomplete Hindi conversion.• Performance related issue.	Within 24 Hrs.
3.	Minor	<ul style="list-style-type: none">• Heap utilization is low.• CPU utilization is high.• IO operation related issue.• PDF size.	Within 48 Hrs.

7.2 Penalty

- i The OICL expects the Bidder to complete the scope of the project as mentioned in section 02 - scope of work of this document within the timeframe specified in Section 1.7 Project Timelines of this document. Inability of the Bidder either to provide the requirements as per the scope or to meet the timelines as specified would be treated as breach of contract and would invoke the penalty /LD clause.
- ii Inability of the Bidder to provide services at the service levels defined would result in breach of contract and would invoke the penalty clause
- iii Notwithstanding anything contained above, no such penalty will be chargeable on the Bidder for the inability occasioned, if such inability is due to reasons entirely attributable to the OICL.
- iv The right to levy the penalty is in addition to and without prejudice to other rights / remedies available to the OICL such as termination of contract, invoking performance guarantee and recovery of amount paid etc.
- v The OICL reserves the right to recover the penalty from any payment to be made under this contract.
- vi The penalty would be deducted from the quarterly payouts and the cap on any penalty due during the Warranty period will be adjusted against the payments made for bills/invoices provided by the bidder. Quarterly penalty will be cap to 20% of the quarterly payout. **For the purpose of this RFP, the total of penalties as per SLA and the Liquidated damages will be subject to a maximum of 10% of the overall contract value.**
- vii Performance measurements would be assessed through audits or reports, as appropriate to be provided by the Bidder e.g. utilization reports, response time measurements reports, ticket details and resolution time report etc. The tools to perform the audit will need to be



provided by the Bidder. Audits will normally be done on regular basis or as required by OICL and will be performed by OICL or OICL appointed third party

7.2.1 Exception

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

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

8 Disclaimer

This RFP is being issued by OICL for inviting bids for providing software and Services. The words 'Tender' and 'RFP' are used interchangeably to refer to this document. The purpose of this document is to provide the Bidder with information to assist in the formulation of their proposal. While the RFP has been prepared in good faith with due care and caution, OICL or any of its employees or consultants do not accept any liability or responsibility for the accuracy, reasonableness or completeness of the information contained in this document. The information is not intended to be exhaustive. Interested parties are required to make their own inquiries. OICL reserves the right not to proceed with the project, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the project further with any party submitting a bid. No reimbursement of any cost will be paid to persons, entities submitting a Bid.



9 Annexure

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9.1 Annexure 1: Application form for Eligibility Bid

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

Application form for the Eligibility of the Bidder

Tender Ref. No. OICL/HO/ITD/BILINGUAL/2018/1 Dated 12.10.2018

Company Details

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

Turnover and Net worth

Financial Year	Turnover (Rs. in Crores)	Net worth

Details of EMD (BG/Demand Draft)

Description	Rs. 1,00,000/- BG/Demand Draft towards EMD (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)
-------------	--

Name: _____
Designation: _____
Date: _____

Signature: _____
(Company Seal)



9.2 Annexure 2: Technical Experience Details and Reference Form

Tender Ref. No. OICL/HO/ITD/BILINGUAL/2018/1 Dated 12.10.2018

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

S.N.	Name of Client	Financial Year	Contact Details of Client	Details of Project	Date of Award of Project	Current Status of Project
1						
2						
3						

Signature: _____

Name: _____

Designation: _____

Date: _____

(Company Seal)



9.3 Annexure 3: Contract Form

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

RFP Document and corresponding Amendments (Reference No: OICL/HO/ITD/BILINGUAL/2018/1 Dated 12.10.2018)

The Schedule of Requirements and the Requirement Specifications

The Service Level Agreement

The General Conditions of Contract

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

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

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

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

Total Value in words: _____

Total Value: _____



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

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

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

**Company Seal
Witness I**

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

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

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

**Company Seal
Witness II**

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



9.4 Annexure 4: Query Format

Tender Ref. No. OICL/HO/ITD/BILINGUAL/2018/1 Dated 12.10.2018

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



9.5 Annexure 5: Pro forma for Bid Security

To: (Name of Purchaser)

Whereas _____ (hereinafter called ‘the Bidder’) has submitted its bid dated _____ for the _____. (Hereinafter called “the Bid”).

KNOW ALL MEN by these presents that WE _____ having our registered office at _____ (hereinafter called “the Bank”) are bound unto The Oriental Insurance Company Limited (hereinafter called “the Purchaser”) in the sum of Rupees _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 201_.

The Conditions of this obligation are:

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

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

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

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

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

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

Place: _____

Date: Seal and signature of the vendor



9.6 Annexure 6: Pro forma for Performance Security

To: (Name of Purchaser)

WHEREAS..... (Name of Supplier) (Hereinafter called "the Supplier") has undertaken, in pursuance of Contract No..... dated..... 201_ to supply..... (Description of Products and Services) (Hereinafter called "the Contract").

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

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

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

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

Signature and Seal of Guarantors (Supplier’s Bank)

.....
Date.....
Address.....
.....



9.7 Annexure 7: Statement of No Deviation

To

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

Reference: Tender Ref No: **OICL/HO/ITD/BILINGUAL/2018/1 Dated 12.10.2018**

Sir,

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

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



9.8 Annexure 8: Office locations and service infrastructure facilities

Tender Ref. No. OICL/HO/ITD/BILINGUAL/2018/1 Dated 12.10.2018

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

Witness

Signature _____
 Name _____
 Designation _____

 Address _____
 Company _____
 Date _____

Bidder

Signature _____
 Name _____
 Designation _____

 Address _____
 Company _____
 Date _____

Company Seal



9.9 Annexure 9: Bidder Profile

Tender Ref. No. OICL/HO/ITD/BILINGUAL/2018/1 Dated 12.10.2018

- a) Registered Name & Address of The Bidder :
- b) Location of Corporate Head Quarters :
- c) Date & Country of Incorporation :
- d) Service facilities location & size :
- e) Major Related Activities carried out in last two years & their %age in revenue :
- f) Total number of employee :
- g) List of major clients :
- h) Name & Address of Contact Person with Tel. No / Fax /e-mail :
- i) Client Reference :
- j) Annual turnover for the three previous financial years :
- k) Net worth (Paid up capital plus free reserves) for the previous financial year (2016-17) :
- l) Name of the Authorized Signatory :

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

POA of the Authorized Signatory

Signature: _____

Name: _____

Designation: _____

Date: _____

(Company Seal)



9.10 Annexure 10: OICL Present IT Setup

Core Insurance Solution (INLIAS)

Oriental is the first PSU Company to have implemented core insurance software in all the offices, including all the Business Centers. The application has a centralized architecture and handles the entire business operations in an integrated manner. It has benefit of Centralized Change Management and also makes available companywide MIS for Management.

To bring uniformity, security and centralized access OICL has adopted integrated non-life insurance application software (INLIAS) developed and customized by 3i-infotrch. The INLIAS application serves the business requirements of OICL including underwriting, accounting, claims processing, report generation and reinsurance requirements. It has integration through web services with our Web Portal and various outside domains.

Daily around 40,000 documents (proposal, endorsement etc.) are being entered into the system. Users generate around 50,000 transaction reports (Premium receipt etc.) and 25000 non-transaction reports (GL Summary etc.) on a normal working day. The transaction load increases by around 10% on every month-end/year-end. Also the volume of report-generation increases on the first three working days of every month.

INLIAS Application Technical Details:

Application Java Version for API Integration - 1.6.0_181

Oracle 10 g R2 Application Server Forms and Reports, JRE - jre 1.5_09

Database Version - Oracle 11.2.0.4

Database Edition - Oracle 11 g

Web Portal:

OICL also has state-of-the-art web portal through which customers can transact, make payments and track the status of various transactions. The web portal is available for use of its customers, Agents and other stake holders with a provision for premium calculator, payment gateway and online issuance/ renewal of policies. It is integrated with IRDAI Grievance Application IGMS through web services".

Human Resource Management (HRMS) System

HRMS handles the entire operations of OICL related to HR Including Payroll, Pension, PF, Loans, etc.

Investment Management System

The system handles the entire Investment operations of the Company.

Enterprise Content Management (ECM) System



ECM has been integrated with INLIAS and Portal and integration with other applications is under progress.

Biometric Authentication Solution

The Solution has been integrated with our core business application INLIAS to enable 2 Factor Authentication.

DITSM

OICL has implemented following centralized solutions in in Data Centres:-

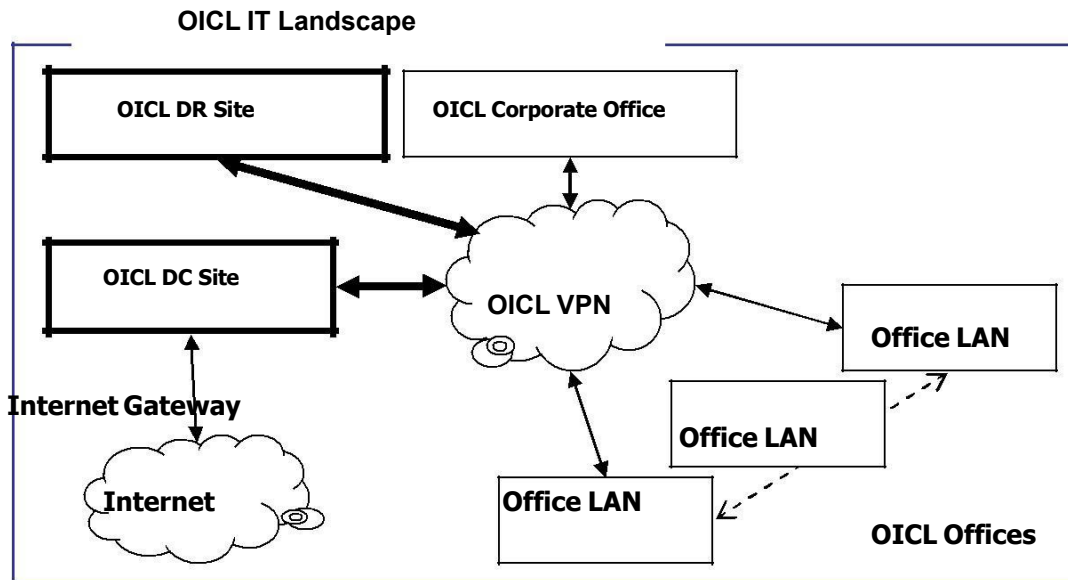
- Microsoft Active Directory
- Symantec Antivirus Solution
- Sapphire EMS &
- Sapphire Helpdesk Solution

E-Mail:

OICL has implemented MS Exchange 2013 E-mail solution with TrendMicro IMSVA Email/SMTP Gateway Appliance.

OICL IT Architecture:

The OICL IT Architecture is designed around active-active data centers.



The servers are used to host applications including INLIAS, SAP, HRMS, Portal, E-mail, Proxy, etc. that provide business services to the users.



The data centers and the OICL Offices are connected through dual active-active connectivity MPLS over RF/Lease line links or through VPN with 2 FA.

All the other elements are ultimately to serve the users in performing their business functions.

Desktop Inventory

- OICL has approximately 13000 desktops across all offices in the country.
- The operating systems implemented on these desktops are Windows 7/ Windows 8/Windows 10.

Active Directory

- The existing Active Directory Solution is on Microsoft Windows 2012.
- Currently OICL is having 13000 Client Access Licenses.

Security Devices

Firewall - Cisco

IPS – Cisco

Web Application Firewall - Radware

Backup Solution

Backup Solution: EMC Networker

Device Inventory

PC/Desktop: WIPRO, Dell, Acer etc.

Printer: HP, Canon, LIPI etc.

Scanner: HP, Canon etc.

Router: Cisco etc.

Switches: Cisco, Brocade etc.

Bandwidth

The following table specifies the bandwidth available at various OICL offices:

Bandwidth (*2)	No. of Offices
1 Mbps	14
512 Kbps	96
384 Kbps	6
320 Kbps	52
256 Kbps	322
192 Kbps	197
128 Kbps	345



9.11 Annexure 11: Undertaking of Authenticity for Appliance and Equipment Supplies

RFP No: OICL/HO/ITD/BILINGUAL/2018/1 Dated 12.10.2018

Date:

To,

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

Dear Sir,

With reference to the Software Components will be supplied/quoted to you.

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

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

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

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

Authorized Signatory Name:

Designation: Place:

Date:



9.12 Annexure 12: Undertaking for Back-lining

Undertaking for Back-lining- Bidder

UNDERTAKING for Back-lining (On Bidders Letter Head)

RFP No: OICL/HO/ITD/BILINGUAL/2018/1 Dated 12.10.2018

To,

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

Dear Sir,

This is to confirm that we M/S..... who is bidding in your RFP will backline the support for Bilingual Solution and Equipment's for complete Contract duration with M/s _____ Original Equipment Manufacturer (OEM) of _____ as per the terms of the RFP within 15 days of issuance of Purchase Order from OICL.

Signature

Name

Designation (Company Secretary or Higher)



9.13 Annexure 13: Non-Disclosure Agreement

(On Rs.100 Non-Judicial stamp paper)

This Non-Disclosure Agreement made and entered into at..... Thisday
of.....201_

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, tortuous or of any nature whatsoever, arising out of or pertaining to or resulting from any breach of representations and warranties made by the Vendor. and/or breach of any provisions of this Agreement, including but not limited to any claim from third party pursuant to any act or omission of the Vendor, in the course of discharge of its obligations under this Agreement.

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

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

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

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

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

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

()
(Designation)

For and on behalf of The Oriental Insurance Company Ltd

()
(Designation)



10 Appendix

10.1 Appendix 1: Technical and Functional Specifications

S.No	Requirement	Compliance (S/C/N)	Bidders Remarks
	Part A: Software Specification		
1	The proposed Bilingual Solution should support conversion from ENGLISH language to HINDI language.		
2	The proposed Bilingual solution should not update/change any of the application or its database.		
3.	The proposed bilingual solution should be compatible with OICL'S existing Core Insurance Solution (INLIAS). All the responsibility of integration lies with the Successful Bidder.		
4.	No change or upgrade of the target application should be necessary for language conversion.		
5.	The functionality of the Core Insurance Application & any other Applications at OICL should be in no way altered.		
6.	OICL core application & any other Applications should be usable independently without activating The proposed Bilingual Solution.		
7.	The proposed Bilingual Solution should have facility that it can be activated (executed) as per individual user's choice to carry out application translation.		
8.	The proposed Bilingual Solution should provide language selection choice to each user independently, and provide language toggle between the original language i.e. English Language and the target language i.e. Hindi Language.		
9.	The software should be integrated with the Core Insurance Application of OICL. Bidder should ensure smooth integration between the proposed application and the Core Insurance Application of OICL.		
	Part B: Translation		
1	The proposed Bilingual Solution should include localization of the application screens, reports and all output documents.		
2	The proposed Bilingual Solution should support various file types such as Text, PDF, HTML, and XML.		
3.	The proposed Bilingual Solution should provide translation as:		



S.No	Requirement	Compliance (S/C/N)	Bidders Remarks
a.	Display: Forms/screens of the entire Target Application(s) including any customized screens of the Target Application(s) should be completely converted into target language i.e. Hindi Language. This should include the following:		
	Screen text consisting of menus, labels, captions, buttons, and tooltips.		
	Configuration and master data consisting of Lists, drop-downs and combos.		
	Customer data using Phonetic Transliteration.		
	On-screen reports of the following formats: Text, HTML, PDF.		
b.	Reports Display and Printing: Specific selected reports from OICL Core Insurance Application & any other Applications including any customized reports of OICL. Applications should be completely converted into target language i.e. Hindi Language maintaining the format exactly as per English. This includes conversion of configuration & master data, and Customer data in Bilingual (using Phonetic Transliteration). This should not have any impact on the existing English reports.		
c.	The proposed Bilingual Solution must provide support for printing Bilingual text (English + Hindi Language) by providing a reformatted version of the report. The software should allow independent selection of print language.		
d.	The proposed Bilingual Solution should be able to carry out conversion of on-line print as well as text, HTML and PDF file report formats. Printing should be supported on DMP, Laser and Ink-jet printers.		
e.	Data Entry: The proposed Bilingual Solution should be able to work with English data entry.		
f.	Unicode: Translation Software should be able to support Unicode for Hindi language.		
4	The proposed Bilingual Solution should be capable of converting screens, reports and prints including customer /employee names, designations and addresses from English to Hindi languages in all varieties of deployment viz., Online, batch and On demand.		
5	The proposed Bilingual Solution should be capable of dictionary creation and maintenance of Core Insurance Application & any other Applications screens, reports and prints in Hindi languages.		
6	The proposed Bilingual Solution should provide phonetic engine for the purpose of conversion to hindi language.		



S.No	Requirement	Compliance (S/C/N)	Bidders Remarks
	PART C: Other Requirements		
1	Since the recommended solution is centralized, there should be no requirement for application installation kit for easy installation of the solution at the required location. Though the solution is recommended to be centralized it should however support if required distributed solution (Logistics dependent) i.e. application installation kit for easy installation of the solution at the required location and the solution should have automatic uninstall support.		
2	The proposed Bilingual Solution should be capable of generating Bilingual reports and print in Hindi Language and English with a toggle button for switching from English to Hindi language.		
	Part D: Architecture		
1	The proposed Bilingual Solution architecture should support centralized (preferred) Server side -- without having to redesign any screens or and also distributed IT architecture. This means the installation of The proposed Bilingual Solution should be available as a centralized solution.		
2	The proposed Bilingual Solution should not require an upgrade of the current work station/Desktop hardware and should not affect the performance of the desktop.		
3	The network requirement should be optimized for performance.		
4	The proposed Bilingual Solution is installed on Windows Server centralized which is sized according to requirement.		
5	There should be no requirement of upgrade of the Target Application(s) for providing Language conversion except one-time addition of utility to call our Application from server (Jar will be provided by bidder). However, the language conversion software should be able to support any future upgrade of the target applications.		
6	There should not be any additional requirement of procuring any other 3rd party solutions like fonts etc. for implementation of The proposed Bilingual Solution.		
7	The localization solution Translation Software should support the following desktop environments:		
	Windows 7		
	Windows 8		
	Windows 10		
	Windows Server 2003		
	Windows Server 2008		
	Windows Server 2012		
	Windows Server 2016		



S.No	Requirement	Compliance (S/C/N)	Bidders Remarks
	Functional Scope		
1	The proposed Bilingual Solution should have the minimum of the following features.		
2	Conversion from English to Hindi languages on the fly.		
3	Upgrades of software libraries to suit web enabled front end using Windows operating system in client desktop/workstations and be compatible majorly available browsers like Internet explorer, Firefox, Chrome etc.		
4	Must have capabilities of independent language Selection between English and Hindi language as per the end users choice.		
5	Must have the ability for on screen translation, on demand switching of screens between English and Hindi language, Should include all components required for conversion from English to Hindi language and should not lead to procurement of any other middleware or third party solution.		
6	Final delivery version of the software should include completely updated Bilingual phrase dictionary required for Hindi languages conversion of all screens, reports, menus, labels, and designations etc. of software.		
7	The solution should work with current and future version of Core Insurance Application & any other Applications.		
8	The solution should have capability to provide Hindi language support for all future versions of Core Insurance Application & any other Applications built on the same technology and operating system.		
9	Delivery of the software should include dictionary editor for editing and updating of phrase conversion dictionary used by the solution.		
10	Should provide choice of exclusion of specific data from conversion.		
11	Should be capable of enabling users to toggle between languages with hot key.		
12	The solution should be capable to scale up to Hindi language as required.		
13	The solution should have the facility to enable/disable the Bilingual facility as per the requirement.		
14	Should be flexible for addition of new templates /modification of existing templates as may be required by OICL without change of the bidders application, just updation of dictionary if required.		
	Preventive & Corrective Maintenance Services		
1	This activity shall be carried out at least once in every quarter		



S.No	Requirement	Compliance (S/C/N)	Bidders Remarks
	during the warranty period and maintenance period, in addition to the normal maintenance required and sub activities as below :		
2	Trouble shooting of Software problems of all supplied applications and rectification of the same.		
3	The bidder shall provide warranty & maintenance support services for the entire contract period for the supplied solution		
4	Resolve any issues including bug fixing, improvements in presentation and/or functionality and others within a duration mentioned.		
5	Provide the latest updates, patches / fixes, version upgrades relevant for the software components.		
6	Performance tuning of the system as may be needed to enhance system's performance.		
	Deliverables		
1	License of Translation Software for implementation for language translation of Core Insurance Application & any other Applications.		
2	Standard dictionary should be available for the Hindi language. This should contain all standard words/phrases for the standard configuration screens into target languages i.e. Hindi language		
3	Carry out dictionary creation for translation of any additional or partially translated screens. Remote access shall be provided to the application software for this purpose.		
4	Carry out dictionary creation and formatting for Translation of selected reports. Samples of reports will be provided for this purpose.		
5	Training documents will be provided by the vendor to all participants both in hard copy & soft copy Training documents should consist of:		
a	Administration manuals for installation, configuration, monitoring etc.		
b	User Reference manuals for each operation task.		
c	Self-Learning Software Tutorials.		



10.2 Appendix 2: Bill of Material

The format for Bill of Material is attached separately as a file “Appendix 2: Bill of Material”



10.3 Appendix 3: E Procurement System Process.

Login Process

1. Open Website : <https://eauction.auctiontiger.net>
2. Click on login
3. Enter Registered Email id and Password and Click on Login
4. In case of Forgot Password : click on Forgot password

Tender Submission Process

Follow the below mentioned steps:

1. After Login on the website, Click on the Search Rfx/Tender.
2. Download all the Documents and go through it properly before proceeding to bid.
3. Click on Dashboard to start the bidding Process.
4. Click on "I Agree" to confirm your Participation.
5. Click on "Fill" to Submit your Details.
6. Please put your response as per the bid form requirement and Click on "Save"
7. Click on "Map Documents" to upload the required documents.
8. Click on Upload Document
9. Click on Browse and Select the document to upload.
10. Enter Document Brief and Click on Upload.
11. All Bidding form should be Mandatory to fill.
12. Click on Final Submission Tab after verifying all the submitted details in the Bid form and uploaded document
13. Click on Final Submission Button.
14. Click on "OK" from message box to proceed with final submission.
15. Final Submission Confirmation

Contact Details

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