



The Oriental Insurance Company Limited

The Oriental Insurance Company Limited

Head Office, New Delhi



Request for Proposal

For

**Supply, Installation, Migration, Maintenance and Support of
Oracle Servers**

(Ref No: OICL/HO/ITD/SERVER/2015/02 dated 23rd June 2015)

Information Technology Department

The Oriental Insurance Company Limited

2nd Floor, Oriental House

A-25/27, Asaf Ali Road, New Delhi – 110 002

CIN-U66010DL1947GOI007158

www.orientalinsurance.org.in



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Tender No. OICL/HO/ITD/SERVER/2015/02 dated 23rd June 2015

Serial No: _____

Date of Issue: ____ / ____ / ____

Tender Form Issued To

Received Payment Vide Demand Draft / Pay Order No _____

Dated ____ / ____ / ____ **for** _____ **/-** **issued by**

_____ **(BANK).**

Signature: _____

Name: _____

Designation: _____



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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 Supply, Installation, Migration, Maintenance and Support of Oracle Servers. This RFP contains details regarding scope, project timelines, evaluation process, terms and conditions as well as other relevant details which Bidder needs to factor while responding to this RFP.

Definitions and Acronyms

Following terms are used in the document interchangeably to mean:

AMC	Annual Maintenance Contract
ATR	Acceptance Test Report
ATS	Annual Technical Support
Bidder	Single point appointed by OICL for procurement and supply of the solution, based on the bill of materials shared by OICL.
DC	Data Centre which is located at Bengaluru
DRS/DRC/DR	Disaster Recovery Site which is located in Mumbai
EMD	Earnest Money Deposit
INR	Indian Rupees
IP	Internet Protocol
LAN	Local Area Network
Mbps	Million Bits per Second
MPLS	Multi-Protocol Label Switching
NCR	National Capital Region
OEM	Original Equipment Manufacturer
OICL	Oriental Insurance Company Limited
OS	Operating System
PO	Purchase Order
RFP	Request for Proposal
SOW	Scope of Work
T&C	Terms & Conditions
TCO	Total Cost of Ownership
ToR	Terms of Reference
UAT	User Acceptance Test
Vendor	Selected / Successful Bidder as an outcome of the RFP with whom OICL signs the Contract.



1. Introduction

1.1 About the Company

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

OICL has its head office at New Delhi, Primary Data Centre (PDC) at Bengaluru and Secondary Data Centre (SDC/DR) at Vashi (Navi Mumbai), 30 regional offices in various cities, Oriental Staff Training College (OSTC) at Faridabad and Chennai, 340+ divisional offices, 500+ branch offices, Regional Training Centers, 28 Claims Service centers, 32 TP Hubs and 900+ extension counters/micro offices geographically spread out across India. Currently head office has 5 buildings located in New Delhi along with OSTC Faridabad.

As on date, all offices of OICL are provisioned with dual active-active links using MPLS over RF, leased lines etc. Further, Roam connectivity is provided to EC's and Micro Offices. For more than a decade, OICL has leveraged information technology to serve its customers effectively. The company also has a presence in Nepal, Dubai and Kuwait.

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

The company has sold more than 12 million new policies in the year 2014-15. The Company has more than 100 general insurance products to cater to the varied insurance needs of its customers. It also has a strong workforce of about 15,000 employees and over 35,000 agents. The Company has a web portal www.orientalinsurance.org.in for use of its customers and agents with a provision for premium calculator, payment gateway and online issue/ renewal of policies.

1.2 Notice Inviting Bids

The Deputy General Manager (IT) invites sealed bids from eligible bidders for Supply, Installation, Migration, Maintenance and Support of Oracle Servers at DC and DR Sites.

1.3 Project Objective

The Oriental Insurance Company Ltd (OICL) is currently using INLIAS as its Core Insurance Application and PeopleSoft as HRMS System. These two applications are deployed on Solaris Platform on Oracle server hardware. OICL intends to refresh the existing old Oracle servers at both DC and DR Sites with the latest generation of hardware and software available. The proposed servers should be installed properly and data from existing servers should be migrated seamlessly.



1.4 Schedule of Events

Event	Target Date
Sale of RFP Document	23 rd June 2015 to 24 th July 2015 between 11:00 AM and 04:00 PM
Last date to send in requests for clarifications	1 st July 2015; 5:00 PM
Pre-Bid meeting	08 th July 2015, 3:00 PM
Last date for submission of bids	24 th July 2015 , 4:00 PM
Opening of pre-qualification bid	24 th July 2015, 4:15 PM
Declaration of Short-listing of Bidders based on pre-qualification criteria	Shall be announced later
Opening of technical bid	Shall be announced later
Technical Presentation	Shall be announced later
Declaration of short-list of Bidders for commercial bid	Shall be announced later
Opening of commercial bids	Shall be announced later
Declaration of L1 Bidder	Shall be announced later
Notification of Award	Shall be announced later

*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 date is declared a holiday for OICL, the next working day will be considered. OICL reserves the right to change the dates mentioned in the RFP.

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**

- b) The RFP document will be available for sale at the above address between 11.00 Hours to 16.00 Hours on all working days from 23rd June 2015 to 24th July 2015 on payment of non-refundable Tender Fee of Rs. 5,000/- (Rupees Five thousand only) by crossed Demand Draft/ Banker's Pay Order in favour of "The Oriental Insurance Company Limited" payable at New Delhi. Tender fee is inclusive of all taxes.



- c) 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

Bidders should meet the following eligibility criteria in order to bid for the RFP:

S.N.	Eligibility Criteria	Documents Required
1	Should be a public / private limited company registered in India.	Certificate of Incorporation
2	The Bidder should have been in existence for a minimum period of FIVE years in India.	Certificate of Incorporation
3	The Bidder should have a minimum turnover of Rs.200 crores per annum in any three of the following financial years (2011-12, 2012-13, 2013-14, 2014-15).	1. Audited Financial statements for the respective financial years and/or
4	The Bidder should have positive net worth in any three of the following financial years (2011-12, 2012-13, 2013-14, 2014-15).	2. Published Balance Sheet
5	The Bidder should have at least one of the following accreditations / certifications which is valid as on the date of issue of this RFP - ISO 9001:2008, ISO 27001, SEI CMMi Level 3.	Copy of relevant certifications
6	The bidder should not have been blacklisted by the any Government or PSU enterprise.	Self-Declaration letter by Bidder authorized signatory.
8	The Bidder should hold a valid Sales Tax Registration/VAT/Service tax Certificate, PAN Card and should be registered with the appropriate authorities for all applicable statutory taxes/duties.	1. Attested copy of the Sales Tax Registration /VAT/Service tax certificate, 2. Attested copy of PAN Card and give the details of PAN number, 3. Sales Registration number, on the Bidder's Letterhead signed by the authorized signatory.
9	The Bidder or OEM should have supplied and implemented the proposed series of servers in at least 3 Govt. / PSU / BFSI sector organizations in India in the last 5 Years.	1. Copy of original PO / Contract highlighting the following details: a) Date of PO / Contract



		<p>b) Name of Parties</p> <p>c) Scope of Work</p> <p>2. Successful completion certificate/ Satisfactory Progress of project from client.</p>
10	<p>The Bidder or OEM must provide support/service in the concerned activity at Delhi/NCR, Mumbai, and Bengaluru.</p>	<p>Self-Declaration by authorized signatory with the details as below:</p> <p>a) Team Details: Number of industry experts, their experience,</p> <p>b) Activity Details: Area of focus, the disciplines it covers (businesses, technology), functions it supports.</p> <p>c) Location details and number of years it has been in existence.</p> <p>d) Provide contact details; Phone and Email of the person heading the Center.</p>

1.7 Project Timelines

- 1.7.1 Time is the essence of the Contract. Time Period for delivery, installation, configuration, commissioning and acceptance shall also be indicated separately by the Bidder and the same shall also be firm and binding.
- 1.7.2 Hardware and associated software shall be delivered at DC and DR Site within a period of 10 weeks from the date of placement of order.
- 1.7.3 Installation, Migration and Commissioning of Hardware, and Database shall be completed within a period of 18 Weeks from the date of placement of order.
- 1.7.4 The delay in implementation will attract Liquidated Damages as per terms and conditions.

Note:

- a) OICL, at its discretion, shall have the right to alter the delivery schedule and quantities based on the implementation plan. This will be communicated formally to the Bidder during the implementation, if a need arises.
- b) The Bidder is required to provide a detailed strategy to OICL; the activities mentioned above are indicative but the timelines for procurement and delivery should be maintained. Hence if the Bidder has a faster and more effective solution the same may be discussed and agreed by OICL.



2. Background and Current Infrastructure

The Oriental Insurance Company Ltd (OICL) has its Data centre at Bengaluru and Disaster Recovery Site at Vashi (Navi Mumbai). OICL intends to identify new co-hosting space for data centre and disaster recovery site within the same cities through a separate RFP process. OICL is currently using INLIAS as its Core Insurance Application and PeopleSoft as HRMS System. These two applications are deployed on the Solaris Platform on Oracle server hardware. OICL intends to consolidate and refresh the existing old Oracle servers at both DC and DR Sites with the latest generation of hardware and software available.

Following sections specifies the current Inventory details for above mentioned Oracle Servers at Data Centre and Disaster Recovery Site:

2.1 Inventory Details: Data Centre Site (Bengaluru)

S.N.	Model	Make	Purpose	Year of purchase	Reuse/Buyback	Shifting (Yes/No)
1	M9000	SUN/Oracle	INLIAS DB HRMS DB	2009	Buyback	No
2	T4	SUN/Oracle	INLIAS Application	2012	Reuse	Yes
3	T4	SUN/Oracle	INLIAS Application	2012	Reuse	Yes
4	T4	SUN/Oracle	INLIAS Report	2012	Reuse	Yes
5	T4	SUN/Oracle	INLIAS Report	2012	Reuse	Yes
6	T5120	SUN/Oracle	INLIAS T&D	2009	Buyback	No
7	T5120	SUN/Oracle	HRMS T&D	2009	Buyback	No
8	T5120	SUN/Oracle	INLIAS T&D	2009	Buyback	No
9	T2000	SUN/Oracle	Proxy	2007	Buyback	No
10	T5120	SUN/Oracle	HRMS Web	2009	Buyback	No
11	T5120	SUN/Oracle	HRMS App	2009	Buyback	No
12	V480	SUN/Oracle	Oracle Enterprise Manager	2005	Buyback	No
13	X6250-0	SUN/Oracle	HRMS Reports Production	2009	Buyback	No
14	X6250-1	SUN/Oracle	HRMS Reports T&D	2009	Buyback	No
15	SB 6000-M2	SUN/Oracle	Web Services	2011	Buyback	No
16	SB 6000-T3	SUN/Oracle	HRMS Report	2011	Buyback	No

2.2 Inventory Details: Disaster Recovery Site (Vashi)

S.N.	Model	Make	Purpose	Year of purchase	Reuse/Buyback	Shifting (Yes/No)
1	M9000 Server	SUN	INLIAS DB	2007	Buyback	No
2	Sun -V480-01	SUN	INLIAS Reports	2005	Buyback	No



S.N.	Model	Make	Purpose	Year of purchase	Reuse/ Buyback	Shifting (Yes/No)
3	SUN-T2000	SUN	INLIAS Application	2007	Buyback	No
4	SUN-T2000	SUN	INLIAS Report	2007	Buyback	No
5	SUN-T2000	SUN	INLIAS Application	2007	Buyback	No
6	SUN-T2000	SUN	INLIAS Application	2007	Buyback	No
7	SUN-T2000	SUN	INLIAS Application	2007	Buyback	No
8	SUN-T2000	SUN	INLIAS Application	2007	Buyback	No
9	SUN-V480-02	SUN	INLIAS Reports	2005	Buyback	No
10	SUN E2900-02 (5 Units)	SUN	Not in Use	2005	Buyback	No



3. Scope of Work

The scope of work for this project would include Supply, Installation, Migration, Maintenance and Support of Oracle Servers. The tenure of the contract would be 6 years from the date of acceptance of the hardware and software. OICL can further extend this at its discretion at the mutually agreed terms and conditions. However for TCO purposes the period for commercial evaluation is 6 years.

3.1 Detailed Scope

- 3.1.1 Bidder should Supply, Install, Migrate, Maintain and Support the Oracle Servers at DC and DR sites along with Operating System and undertake AMC of these equipment for next five years after expiry of the one-year warranty period.
- 3.1.2 OICL is not envisaging a platform migration of the INLIAS and HRMS application. Further the bidder is required to buyback the existing inventory as mentioned in Annexure-9. The commercials quoted by the bidder should include the buyback price assessed by the bidder.
- 3.1.3 The Bidder shall refer to Annexure 1– Minimum Technical Specifications, the Bidder should ensure that the proposed servers are in Compliance with the technical requirements stated in that annexure and provide their compliance.
- 3.1.4 OICL has also floated a separate RFP for DC and DR Co-Hosting Services. Bidder shall be responsible for seamless migration of servers from existing sites to the new sites which will also be located at Bengaluru and Mumbai/Navi Mumbai.
- 3.1.5 Provide 24x7 premium support service available from Oracle.
- 3.1.6 Bidder should deliver the servers within 10 weeks from the issue of Purchase Order by OICL.
- 3.1.7 Bidder should implement the proposed servers within 8 weeks from the delivery of servers. Implementation of systems would mean completing the installation, configuration of servers, database migration at the DC and DR sites.
- 3.1.8 Apply all software updates / version upgrades released by the OEM.
- 3.1.9 Integration with LAN Switches.
- 3.1.10 Bidder should perform Change Management activities through onsite visit or remote access
- 3.1.11 Bidder shall also be responsible to shift the equipment (4 numbers of servers) as mentioned in section 2.1 to the new data center location.

3.2 Support during Warranty and AMC Period

The bidder shall undertake onsite comprehensive Warranty for 1 Year and AMC for next 5 years. The bidder has to do an on-site comprehensive maintenance of supplied server equipment at Bengaluru and Vashi Data Centers. The vendor will warrant all the hardware and software against defects arising out of faulty design, materials and media workmanship etc., for a period of contract from the date of acceptance of the hardware and software.

- 3.2.1 The equipment shall be under comprehensive on-site warranty covering all parts / components, for a minimum period of one year from the date of acceptance of Solution at DC and DR, whichever is later. The warranty will be expiring on the last day of that month and AMC will commence from the 1st of the month immediately following the month in which the warranty period expires. The Warranty and AMC should be back to back from OEM and comprehensive in nature.



- 3.2.2 Spares and support for the hardware/software should be available for a minimum of six years (one year warranty, five years AMC) from the date of acceptance of Solution at DC and DR, whichever is later.
- 3.2.3 During the period of warranty and AMC, it will be mandatory on the part of the bidder to attend and resolve breakdown calls (if any) as per the parameters/ time-frame defined in the SLA Section 5.33 of this document. Breakdown penalty (if any) will be charged as per the terms defined in SLA section. The bidder shall provide the support services like repair, replacement to resolve the problem as per the service levels
- 3.2.4 In the event of maintenance/ repair of any unit is to be carried out at any of the workshop or location outside OICL premises, the bidder shall make all arrangements for removal and transportation of equipment to such location and back to OICL location at their risk and cost and will hand over the systems in 100% working condition after repair/maintenance. A standby of same Make/ Model/ configuration or of higher configuration should be provided whenever such removal of installed equipment is taken away by bidder for repair/maintenance, failing which, penalty as per provisions of SLA will be applicable. If the supplied equipment are to be replaced permanently due to the bidder's inability to provide spares or maintain the equipment, the Bidder shall replace the equipment of same Make/ Model/configuration or of higher configuration. However, OICL may accept different make/model/ configuration at its discretion if the original make/model/ configurations are not available in the market due to obsolescence or technological up gradation.
- 3.2.5 The bidder shall provide post implementation support, management and administration of software by applying software patches/ service packs and keep the solution updated or upgraded with the functionalities; compression-protocol updates etc. to latest version without any additional cost to OICL.
- 3.2.6 OICL will not be liable to pay any additional amounts in respect of any sort of maintenance covered under the scope of this tender during the tenure of the contract. Free on-site maintenance services shall be provided by the bidder during the period of warranty.
- 3.2.7 During the Warranty and AMC period, the bidder will have to undertake system maintenance and replacement or repair of defective server equipments.
- 3.2.8 Upon receipt of such notice the bidder shall, as mentioned below, repair or replace the defective goods or parts thereof, without any cost to OICL.
- 3.2.9 If during operation, the down time of any piece of equipment or component thereof does not prove to be within reasonable period (as per the SLA), the Supplier shall replace the unit of component with another of the same performance and quality or higher, at no cost to OICL
- 3.2.10 Further provided that OICL may, during the currency of the warranty, shift the goods wholly or in part to other location(s) within the Country and in such case the Supplier undertakes to continue to warrant or maintain the goods at the new location without any other additional cost to OICL.
- 3.2.11 The bidder warrants that the Goods supplied under the Contract are new and unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the RFP
- 3.2.12 Exclusions: In case of partial/ full damage or loss of equipment due to reasons beyond the control of OICL like (a) accident or negligence by OICL, (b) causes external to the equipment such as electrical power fluctuations and failures etc. (c) Theft, fires, riots, strikes or acts of enemy etc., the bidder would not be penalized. However, the onus of such proof will be on the bidder. In such circumstances also, the bidder should be in a position to supply a functional standby equipment with same configuration or higher and restore all the services. Monthly rental of 5% of the equipment cost for that particular equipment / component will be payable by OICL to the bidder for the equipment supplied as standby in lieu of the lost/ damaged equipment. No AMC will be paid by the standby equipment. Also AMC (if any) for the Lost/



Damaged equipment shall cease immediately. Fresh Order will be placed by OICL with the bidder for the supply of the lost / damaged equipment as per the approved rates.

- 3.2.13 Agreed AMC charges will be paid quarterly in arrears after deduction of penalty (if any). Taxes will be applicable as per prevailing tax rules.
- 3.2.14 AMC payment due to the bidder shall be processed and made within 30 calendar days from the date of submission of complete documentation to OICL (the documentation will be considered as complete if the bidder has submitted the Invoice, latest contact details with escalation matrix, latest inventory etc.).

3.3 Installation, Migration and Testing

3.3.1. Installation and Configuration of Servers

- 3.3.1.1. To review the proposed business and technical requirements with OICL for the systems installation and configuration.
- 3.3.1.2. Prepare an installation and configuration plan that shall document the final requirements that shall be addressed in the systems installation and configuration.
- 3.3.1.3. Installation and Configuration of the Servers supplied with configuration of all the required parameters specific to application that shall be hosted on them.
- 3.3.1.4. Power up of the systems
- 3.3.1.5. Domain configuration (3 physical domains per server)
- 3.3.1.6. Creation of approximate 15 Logical Domains /Containers in each M6-32. The services team shall configure the domains/virtual environments as required by the solution. All required settings and configurations will be the responsibility of the services team.
- 3.3.1.7. Operating System (Solaris 10/11) configuration and tuning for the upgraded system boards and I/O units.
- 3.3.1.8. Creation of OS clusters for high availability
- 3.3.1.9. File system configuration, Storage configuration and Network configuration

3.3.2. Migration

- 3.3.2.1. The vendor shall be responsible for documenting a plan for migration of data from existing systems to new systems at DC and DR sites and submit the same to OICL along with technical bid.
- 3.3.2.2. The vendor shall be required to migrate the data from different systems currently installed at DC and DR Sites, which include INLIAS Application Server, Database Server, Reporting Server, Test & Development Server, HRMS Application Server, Database Server, Web Server, and Test & Development Server etc.
- 3.3.2.3. The Vendor shall migrate the Oracle databases from the existing systems to the new systems without any data loss, alteration or tampering. The System Integrator shall get the complete data migration plan vetted by Oracle and submit the same to OICL prior to carrying out the data migration.
- 3.3.2.4. The bidder shall ensure adequate oversight from all parties with the requisite skills so that the transition occurs smoothly and without any business interruption or downtime.



- 3.3.2.5. The vendor shall ensure the data on the existing systems at DC and DR sites is not tampered, deleted or altered under any circumstances.
- 3.3.2.6. The vendor shall take a full backup of all the data before commencing the transfer of data to new systems at DC and DR sites
- 3.3.2.7. The vendor shall solely be responsible for recovery of any missing / corrupt data on the new system at DC and DR Sites.
- 3.3.2.8. The vendor is responsible for copying all the existing data from the existing systems to the new systems at DC and DR sites, based on the approved data migration plan and shall ensure the integrity of the data such as access rights and time stamps is maintained on the new / upgraded system. (OICL will not provide additional Infra for one time backup and restore)
- 3.3.2.9. The vendor shall maintain records confirming successful data migration to new systems at DC and DR Sites; and submit the same to OICL.
- 3.3.2.10. The vendor shall confirm and demonstrate that the migrated data is accessible to the respective users and data security is not compromised.
- 3.3.2.11. The vendor shall demonstrate through testing that all the data has been successfully migrated to the new systems without any loss of data; that there are no permission / right issues; that the data integrity and consistency has been maintained; and that the migrated data is fully accessible by the users through the respective applications.
- 3.3.2.12. Vendor shall also be responsible for shifting the servers mentioned in section 2.1 to the new data centre from old data centre.

3.3.3. System Testing

- 3.3.3.1. Create a test procedures plan document that shall identify the tests to be performed on the systems.
- 3.3.3.2. Perform the tests as defined in the test procedures plan document.

3.4 Facility Management Services

3.4.1. 24 x 7 Onsite Support

Bidder shall deploy 24 x 7 dedicated onsite resources from OEM for regular maintenance support of the systems for complete duration of contract from the date of installation.

Support Level	No. of Shifts on All Days	Minimum Resources in each Shift
L1 & L2	3	1

These resources should be field engineers of L1 & L2 level with ability to resolve any severity issues that may arise during the period. Resources at both sites shall be responsible for:

- 3.4.1.1. Installation, configuration, testing and managing for proposed systems at both sites.
- 3.4.1.2. Server Administration service to keep servers stable, reliable and their operation efficient.
- 3.4.1.3. Operating system customization and patching
- 3.4.1.4. Monitoring proposed systems for key events, health and performance
- 3.4.1.5. Ensuring proper configuration of server parameters, operating systems administration, hardening and tuning.



- 3.4.1.6. Manual intervention for the restore operations
- 3.4.1.7. Regular monitoring and maintaining a log of the status of critical services, performance of servers including but not limited to monitoring of CPU, disk space, memory utilization, I/O utilization, etc.
- 3.4.1.8. Execution of various tasks and activities related to Disaster Recovery (DR) drill every three (3) months
- 3.4.1.9. Coordinating activities with multiple vendors involved in the DR drill execution
- 3.4.1.10. Providing day-to-day system administration support
- 3.4.1.11. Preventive Maintenance (which includes health, fitness checkup and cleanliness of the equipment) situated in DC and DR on quarterly basis.
- 3.4.1.12. Coordinating with other vendors for data center equipment like Storage, Network, Security, Backup etc.
- 3.4.1.13. Coordinating with application vendor.
- 3.4.1.14. Generation of daily, weekly, monthly quarterly and annual performance reports on proposed system utilization, data backup and replication tasks; and highlights risks (if any) and improvement areas.
- 3.4.1.15. Ensuring latest patches are installed.
- 3.4.1.16. Performing failover of proposed Systems from DC to DR site in compliance with the RTO (2 Hours), RPO values (1 Hour) and timely failback to DC after restoration to normalcy during a disaster / planned quarterly DR drill. Co-ordination with application vendor and other vendors for data center equipment like Storage, Backup and DR Management at the time of DR Drills.
- 3.4.1.17. Managing uptime of servers as per SLAs.

3.4.2. Advanced Monitoring and Resolution Services

Bidder shall provide 24X7 proactive remote monitoring services (L3 Level Support) through OEM for the proposed systems and Database available at OICL DC and DR Sites. This needs to be delivered via the OEM network of remote engineers and worldwide remote monitoring centers that are designed for full disaster recovery. The services to be delivered at OICL premises via a remote gateway device. A single knowledge base, online portal and tool set needs to ensure that OICL gains the maximum benefit from the OEM global expertise. The privacy and security needs to be designed into the architecture by making only information about the status of systems, not business data, available to OEM.

This service needs to provide continuous monitoring of events and will filter and qualify them, identifying events that need customer attention. The service needs to provide a secure, interactive web-based portal which serves as a critical link between OEM and the OICL. All elements regarding life state, including performance reporting, incident tracking and remediation, change management, inventory management, configuration details, and account information, can be viewed through this single source. It needs to act as a repository for both OEM and the OICL for contact information and escalation processes.

The service needs to address incident, change, and problem management, availability and performance reporting, and configuration management. OEM shall provide the services for each system listed in the "Scope of Work" (each such system, component, or application shall be referred to as a "Configuration Item," and, collectively, all Configuration Items shall be referred to as the "Environment"). OEM shall provide the Services using tools and systems (collectively, the "Mission



Critical Support Platform”), including tools for collecting, storing, managing, updating, and presenting data about all Configuration Items and their relationships.

This service needs to **provide 99.5% uptime** for the assets covered under this service. This service from OEM should provide:

- Proactive monitoring and management (24x7x365)as subscribed
- 15 min notification SLA
- Portal Dashboard for the service
- Follows ITIL based processes
- Continual optimization of environment
- Quarterly review of performance
- Prompt issue identification and resolution
- Help in change management, incident management and process management

The services should offer the following benefits to OICL:

Service	OICL Expectation
24 x 7 x 365	Identification of life state events
Event filtering	Focus on critical events
Alerts when specific metrics exceeds predefined thresholds	Proactive notification of potential issues
Reporting on event management, performance and availability	Identification of patterns that may predict improperly tuned configuration items
Response Time SLAs	Reliable service delivery

3.4.3. Technical Account Manager

The Bidder shall provide one Technical Account Manager (TAM) from the OEM who shall be a single point of contact for implementation/ migration and liaison with stakeholders (100 man days/year). The TAM shall provide onsite/remote coverage from start of the Installation upto the end of project contract period.

- i. To ensure Services Delivery and resource management as per Scope of Work/s (SOW) and Service Level Agreement (SLA).
- ii. Risk identification and mitigation strategy.
- iii. Coordinator for Implementation related issues as per this scope of work and support issues for the duration of contract.
- iv. Escalation Management and Support Reviews
- v. Provide progress reports, assessment reports, implementation reports and presentations
- vi. Produce management performance reports as per agreed schedule or upon request
- vii. Conduct RCA and create a recommendations report in order to identify successful and unsuccessful elements
- viii. Liaise with stakeholders on an ongoing basis
- ix. Mitigating and solving escalations with urgency and determination
- x. Ensuring that quality services are delivered with regard to the agreed specifications
- xi. Effectively monitor, control and support service delivery, ensuring process, methodologies and procedures are followed



- xii. Attend OICL service quarterly review meetings covering performance, service improvements, quality and processes
- xiii. Provide appropriate recommendations regarding technology related issues and technology improvement.

3.5 Documentation

- 3.5.1. The bidder shall submit a detailed plan for the implementation of this project at the submission of RFP, including but not limited to:
 - a. Individual tasks per stage
 - b. Timelines
 - c. Dependencies
 - d. Downtime required
 - e. Test scenarios
- 3.5.2. Vendor shall document issues faced during implementation and areas of improvement.
- 3.5.3. The vendor shall ensure the technical documentation includes, but not limited to the following:
 - a. Detailed server architecture diagram including LAN Diagram.
 - b. Standard operating procedures
 - c. Configuration document and customization details
 - d. Cabling and labelling details
 - e. Best practices and hardening documents
 - f. Procedure for raising support tickets with OEM along with escalation matrix
 - g. Installation and administration guide with a work instruction document, to build the System from scratch in the event of a major failure.
 - h. System data, configuration backup and restore procedure with a schedule based on OEM's recommendations, OICL's business continuity requirements and industry best practices
 - i. The vendor shall document the escalation matrix for System Integrator and OEM.

3.6 Transition Management

OICL recognizes that the transition process and its effectiveness, has a significant impact on success of ongoing services. OICL has the following key objectives for transition:

- a) Maintain steady operation of all services and maintenance of current service levels during migration of controls and responsibility from OICL / current vendor to selected Bidder.
- b) Successfully complete all activities, providing a stable platform for future improvement in service delivery and associated benefits for OICL Transition Deliverables.

3.7 Technical Presentation

The selected bidder will be required to make presentation along with OEM at OICL Office, highlighting the various aspects of the proposed solutions. Presentation should cover mainly:

- a) Project Execution Methodology and Risk Mitigation Plan
- b) Proposed Product – Key Features and Functionalities
- c) Profile of Resources - Execution Competency (Solution Accelerators, Functional and Technical Competency)
- d) Adherence to Timelines / Project Plan
- e) Post Implementation Support : Approach and Resource Commitment (for Managed Services and Helpdesk Services)



4. Terms and Condition

4.1 General

4.1.1 Definitions

OICL/ PURCHASER:

Shall mean The Oriental Insurance Company Limited

4.1.2 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.

4.1.2.1 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.

4.1.2.2 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.

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

4.1.2.4 Bidder shall have the opportunity to clarify doubts pertaining to the RFP in order to clarify any issues they may have, prior to finalizing their responses. All queries/questions are to be submitted to the Deputy General Manager, IT at the address mentioned below and should be received by the point of contact not later than the timing mentioned in section 1.4. 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 Deputy General Manager
Information Technology Department,
The Oriental Insurance Company Limited,
2nd Floor, Head Office, "Oriental House",
A-25/27, Asaf Ali Road,
New Delhi - 110 002
Email: tender@orientalinsurance.co.in



- 4.1.2.5 **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.
- 4.1.2.6 **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.
- 4.1.2.7 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.
- 4.1.2.8 **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.
- 4.1.2.9 **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 and 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 and equipment should be passed on to OICL within the contract period.

4.1.3. 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.



4.1.4. Acceptance of the Solution

- 4.1.4.1. The solution will not be treated as complete if any part of hardware/ software / solution etc. are not delivered as per the timelines specified in RFP. In such an event, the supply will be termed incomplete and will not be accepted and warranty period will not commence. Besides OICL's may invoke the penalties as per contract.
- 4.1.4.2. There will be an acceptance test conducted by OICL or its nominated consultants after implementation of solution at DC and DR. In case of discrepancy in hardware, related software supplied and 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. The warranty for the equipment (including OS and hardware provided by the Bidder pursuant to this Agreement) will commence after acceptance testing. The tests will involve trouble-free operation of the complete system during UAT apart from physical verification and 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 and 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.

4.1.5 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.

4.1.6 Submission of Bids

The bidders shall seal the envelopes containing Eligibility Bid / Technical Bid / Commercial bid. Envelopes shall be addressed to OICL at the address given; and bear the Project Name "RFP for Supply, Installation, Migration, Maintenance and Support of Oracle Servers" - Eligibility Bid/ Technical Bid / Commercial Bid Tender No. OICL/HO/ITD/SERVER/2015/02 dated 23rd June 2015. Envelopes should indicate on the cover the name and address of the Bidder. A bidder shall submit only one proposal.

4.1.7 Performance Security

Within 15 days after the receipt of Notification of Award from OICL, the bidder shall furnish performance security to OICL as per Appendix - 6, which shall be equal to 10 percent of the value of the contract - valid till date of expiry of six 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).



4.1.8 Pre-Bid Meeting

All queries/ requests for clarification from bidders must reach us by e-mail (tender@orientalinsurance.co.in) or in person before 17:00 hours on 1st July 2015. Format for the queries / clarification is provided in "Appendix 3 - Query Format". No clarification or queries will be responded in any other format. OICL will respond to any request for clarification of the tender document in the pre-bid meeting to be held on 8th July 2015.

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.

4.1.9 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 AMC 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. 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.

4.1.10 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.

4.1.11 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.

Item	Payment	Documents to be Submitted
Hardware and Software	70% against the delivery	Confirmation letter/mail from OEM, Delivery Certificate, Performance Bank Guarantee, Agreement.
	30% Post Implementation	Documentation, Installation report and ATR
Implementation, Installation and Commissioning	100% post sign off.	Certificate from authorized OICL Official.
FMS	25% of the Annual Charges at the end of each quarter	Quarterly call reports, MIS Reports
AMC	25% of the Annual Charges at the end of each quarter	

4.1.12 Mode of Payment

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

- Account Number and Type of Bank account (Current / Savings/Cash Credit).
- IFSC / NEFT Code (11 digit code) / MICR code, as applicable, along with a cancelled cheque leaf.
- Permanent Account Number (PAN) under Income Tax Act;
- TIN/Sales Tax Registration Number (for supply of Goods) and Service Tax, Registration Number (for supply of Services), as applicable.
- E-mail address of the bidder / authorized official (for receiving the updates on status of payments).

4.1.13 Currency of Payments

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

4.2 Other RFP Requirements

- The Head Office of OICL is floating this RFP. However, the Bidder(s) getting the contracts shall install and commission the solution, procured through this RFP, at OICL's DC and DR or at such centers as OICL may deem fit and the changes, if any, in the locations will be intimated to the Bidder.
- 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.
- Bidder should ensure that the hardware delivered to OICL including all components and attachments are brand new. In case of Operating System, the Bidder should ensure that the same is licensed and legally obtained with valid documentation made available to OICL.
- OEM's Authorization Form – The Bidder should furnish separate letter from original equipment manufacturer in the format provided in Appendix 7 – OEM's Authorization provided along with this RFP for quoted item.



5. Terms of Reference ('ToR')

5.1 Contract Commitment

OICL intends that the contract, which is contemplated herein with the Bidder, shall be for a period of Six years. The contract period will start from the date of PO shared to Bidder by OICL.

5.2 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

5.3 Completeness of Project

The project will be deemed as incomplete if the desired objectives of the project Section 3 – Detailed Scope of Work of this document are not achieved.

5.4 Assignment

OICL may assign the software 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 AMC 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.

5.5 Canvassing/Contacting

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



5.6 Indemnity

The Bidder's 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. However indemnity would cover damages, loss or liabilities suffered by OICL arising out of claims made by its customers and/or regulatory authorities.

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

5.7 Inspection of Records

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

5.8 Publicity

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

5.9 Solicitation of Employees

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



5.10 Information Ownership

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

5.11 Sensitive Information

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

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

5.12 Confidentiality

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

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

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

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

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

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



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

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

5.13 Technological Advancements

The hardware/ 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, at the time purchase order is raised by the OICL or at the time of supply.

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

5.14 Liquidated Damages

If the bidder fails to deliver the services within the specified time lines 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 contract price. Once the maximum is reached, OICL may consider termination of the contract.

5.15 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.

5.16 Termination for Default

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

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

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

5.17 Force Majeure

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



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

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

5.18 Termination for Insolvency

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

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

5.19 Termination for Convenience

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

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

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

5.20 Resolution of disputes

OICL and the Bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers of OICL and the Bidder, any disagreement or dispute arising between them under or in connection with the contract. If OICL project manager and the Bidder project manager are unable to resolve the dispute they shall immediately escalate the dispute to the senior authorized personnel designated by the Bidder and OICL respectively. If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Bidder and OICL, OICL and the Bidder have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution through formal arbitration. All questions, claims, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and



whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties failing which the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as the presiding arbitrator. The Arbitration and Reconciliation Act, 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be New Delhi. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at New Delhi alone shall have the jurisdiction in respect of all matters connected with the Contract. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either Party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

5.21 Governing Language

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

5.22 Applicable Law

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

5.23 Prices

The prices quoted (as mentioned in Appendix 01- 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.

5.24 Taxes and Duties

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

5.25 Deduction

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

5.26 No Claim Certificate

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



5.27 Rights reserved by OICL

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

5.28 Limitation of Liability

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

5.29 Waiver

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

5.30 Violation of terms

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

5.31 Service Level Agreement

The Bidder needs to execute a Service Level Agreements (SLA) with OICL covering all terms and conditions of this tender. Bidders need to strictly adhere to Service Level Agreements (SLA) as specified in this section.

Support Service Levels will include Availability measurements and Performance parameters.

The Bidder shall provide Availability Report on a daily, weekly, fortnightly, monthly basis as applicable and a review shall be conducted based on this report. The SLA report shall be provided to the Company as required periodically containing the summary of all incidents reported and associated Bidder performance measurement for that period. Bidder shall use an appropriate tool for the purpose of such reporting.



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, 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 Company.

5.31.1 Availability

System availability is defined as:

$$\frac{\{\text{Scheduled operation time} - \text{system downtime}\}}{\text{scheduled operation time}} * 100\%$$

Where:

1. "Scheduled operation time" means the scheduled operating hours of the System for the quarter. All planned downtime on the system would be deducted from the total operation time for the quarter to give the scheduled operation time.
2. "System downtime" subject to the SLA, means accumulated time during which the System is not available to the Company's users or customers due to in-scope system or infrastructure failure, and measured from the time Company and/or its customers log a call with the Bidder help desk of the failure or the failure is known to the Bidder from the availability measurement tools to the time when the System is returned to proper operation.

5.31.2 Uptime

The bidder shall provide Warranty and AMC support on all days of the year (24x7, 365 days a year).

5.31.3 Penalty Calculation

5.31.3.1 Penalty on Availability Default

Server Availability	Penalty
99.95 %	0
99.9 %	1 % of TCO Value
99.8 %	2 % of TCO Value
99.7 %	3 % of TCO Value
99.6 %	4 % of TCO Value
99.5 %	5 % of TCO Value
99.4 %	6 % of TCO Value
99.3 %	7 % of TCO Value
99.2 %	8 % of TCO Value
99.1 %	9 % of TCO Value
99 %	10 % of TCO Value

Penalty shall be calculated on quarterly basis. The penalty on availability default will be subject to an overall cap of 10% of the contract value and thereafter, the contract may be cancelled.



5.31.3.2 Penalty on Default of Implementation of Server Infrastructure

Default in implementation (installation, configuration, migration) of server infrastructure (including the Operating System) at OICL's DC and DRS (Bengaluru and Mumbai locations) within 18 weeks from the date of issue of the purchase order, due to reasons solely attributable to the bidder would attract a penalty of 0.50% of OICLs Bengaluru/ Mumbai Locations Total Project Cost as per Appendix -01 Bill of Material) for every week (7 calendar days) of delay beyond 18 weeks and part thereof. The penalty would be subject to an overall cap of 10% of the contract value and thereafter the contract may be cancelled.

5.32 Repeat Order

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



6. Instruction to Bidders

6.1 Procedure for submission of Bids

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

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

Three sealed envelopes containing hard copies of pre-qualification bid, technical bid and commercial bid along with Soft copies should be submitted in the following manner:

Envelope I – Two hard copies (spirally bound) of pre-qualification bid in the format given in this tender, with information requested by OICL along with EMD in the form of Bank Guarantee and 1 compact disk (CD) containing the soft copy of pre-qualification bid.

- a) Each of the two hard copies of pre-qualification bid should be a complete document, bound as a volume and placed in separate sealed envelopes super-scribed Pre-qualification Bid for Tender No. OICL/HO/ITD/SERVER/2015/02 Dated 23rd June 2015
- b) Each of the sealed envelopes should also be marked as “Original” and “First Copy” respectively.
- c) The two envelopes of pre-qualification bid should be placed in a single sealed envelope and super-scribed as: Pre-qualification Bid for Tender No. OICL/HO/ITD/ SERVER/2015/02 Dated 23rd June 2015

Envelope II - Technical bid comprising of two spirally bound hard copies of the technical bid in the format given in this tender, along with 1 compact disk (CD) containing the soft copy of technical bid.

- a) Each of the two hard copies of technical bid should be a complete document, bound as a volume and placed in separate sealed envelopes super-scribed Technical Bid for Tender No: OICL/HO/ITD/SERVER/2015/02 Dated 23rd June 2015
- b) Each of the sealed envelopes should also be marked as "Original" and "First Copy" respectively.
- c) The two envelopes of technical bid should be placed in a single sealed envelope super-scribed: Technical Bid for Tender No: OICL/HO/ITD/ SERVER/2015/02 Dated 23rd June 2015
- d) Soft copy of the response to the technical bids should also be provided in MS excel/MS word. The soft copy is to be placed in Technical Bid. In case of any discrepancies between the hardcopy and softcopy OICL will use the hardcopy submitted by the Bidder for the evaluation. THE SOFT COPY SHOULD NOT CONTAIN COMMERCIALS AND COMMERCIALS ARE TO BE ENCLOSED ONLY IN COMMERCIAL BID COVER. A masked copy of Appendix 1- bill of material should be a part of technical bid.
- e) The Bidders have to note that the technical proposal must contain Soft copy of the technical bid only. Soft copy of the commercial bid should not be enclosed with technical bid.



Envelope III - Two spirally bound hard copies of commercial bid in the format given in this tender, along with 1 compact disk (CD) containing the soft copy of the commercial bid.

- a) Each of the two hard copies of the commercial bid should be a complete document, bound as a volume and placed in separate sealed envelopes super-scribed Commercial Bid for Tender No: OICL/HO/ITD/SERVER/2015/02 Dated 23rd June 2015
- b) Each of the sealed envelopes should also be marked as "Original" and "First Copy" respectively.
- c) The two envelopes of commercial bid should be placed in a single sealed envelope super-scribed: Commercial Bid for Tender No: OICL/HO/ITD/ SERVER/2015/02 23rd June 2015

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.

6.2 Bid Security

EMD of ₹ 2,00,00,000/- (Rupees Two Crores Only) in the form of Bank Guarantee favoring 'The Oriental Insurance Company Ltd' valid for six months should be submitted as per format given in Appendix 5 - Pro forma for Bid Security.

- a) EMD should be drawn on Nationalized / Scheduled bank in favour of 'The Oriental Insurance Company Ltd'. Non-submission of BG along with Eligibility-Bid document will disqualify the Bidder.
- b) EMD 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 Appendix 6 – Pro forma for Performance Security.
- c) For the Bidders who do not qualify in this tender, EMD will be returned after the selection of successful Bidder.
- d) EMD submitted by Bidder may be forfeited if:
 - i. Bidder backs out of bidding process after submitting the bids;
 - ii. Bidder backs out after qualifying;
 - iii. Bidder does not accept the Purchase Order / Sign the Contract within the time prescribed by OICL after qualifying.



7. Bid Documents

7.1 Eligibility Bid Documents

Eligibility document should contain following

1. Application Form for Eligibility Bid as per Annexure-5
2. Compliance to Eligibility Criteria – RFP Section 1.6
3. OEM Authorization Form as per Appendix 7 and declaration about back-to-back support from OEM.
4. The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.
5. EMD of ₹ 2,00,00,000/- (Rupees Two Crores Only) in the form of BG favoring 'The Oriental Insurance Company Limited' as per Appendix-5
6. Similar projects Undertaken in the previous five financial years as per Annexure 4
7. Undertaking that the Bidder has quoted for all items and the bid validity will be for 180 days from the date of submission of commercial bid.
8. Letter from OEM confirming availability of support from within India and various direct support options available with OEM.
9. Statement of No Deviation as per Appendix-8.

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.

7.2 Technical Bid Documents

Technical Bid should contain the following:

1. Executive Summary of Bidder's response. The Executive Summary should be limited to a maximum of five pages and should summarize the content of the response. 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. A brief description of the unique qualifications of the Bidder should be included. Information provided in the Executive Summary is to be presented in a clear and concise manner.

2. Covering letter giving reference of this tender and consent for acceptance of all the Terms and Conditions of this tender.
3. Detailed technical note covering the detailed scope of work.
4. Detailed Work Plan (Project Plan) for all the solution as mentioned in Section 3 "Detailed Scope of Work" and Section 1.7 "Project Timelines" of this document. A PERT chart or equivalent chart providing the delivery plan and scheduled date of commencement of delivery and completion of the delivery should also be provided.
5. CV's of Manpower proposed
6. Minimum Technical Specifications as per Annexure-1
7. The Bidder should also include a replica of the final commercial bid without prices in the technical bid. The Bidder must note that the masked commercial bid should be actual copy of the commercial bid submitted with prices masked and not copy of the Pro-forma/format of the Appendix 1 – Bill of Materials in the RFP.
8. Detailed Design Document (OEM Vetted)
9. Part coded Technical Bill of Material
10. Datasheets of Proposed Projects
11. References to the previously executed projects as required in Annexure-4.
12. Any other information in general

OICL reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission or partial submission of technical details.

OICL may at its discretion waive any minor non-conformity in any offer and the same shall be binding on all Bidders and OICL reserves the right for such waivers.

If OICL is not satisfied with the technical specifications in any tender and observes major deviations, the technical bids of such Bidders will not be short-listed and the price bids of such Bidders will not be opened. No further discussions shall be entertained with such Bidders in respect of the subject technical bid.

7.3 Commercial Bid Documents

Commercial Bid should contain two hard copies and one soft copy of the Commercial-bid document as per Appendix 1 – Bill of Materials. The Commercial Bid should give all relevant price information and should not contradict the Technical Bid in any manner. There should be no hidden costs for items quoted.

The rates quoted should be in Indian rupees only and same should be rounded off to the nearest rupee and filled in both words and figures.



8. Evaluation Process

The competitive bids shall be submitted in three stages:

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

8.1 Eligibility Evaluation

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

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

8.2 Technical Evaluation

Total Marks 200. Minimum Overall Qualifying marks to become eligible for qualifying for Commercial Evaluation are 70%.

Category	Criteria	Max Marks
A.	Bidder / OEM Project Experience	50
B.	Compliance to Annexure 1: Technical Specifications	50
C.	Response to RFP: Design, Implementation and Project Management	100
	Total	200 Marks

The break-up of the scoring is mentioned in the Bidder scoring chart - Annexure 2. It is mandatory for the Bidder to comply with all the line items given in the technical specifications (Annexure 1). In case if the Bidder does not comply with any of the line items given in technical specifications (Annexure 1), it will not qualify to Stage 3 of evaluation process even if they score the cut-off marks in Stage 2.

OICL at its discretion may reject the proposal of the Bidder, without giving any reason whatsoever, if in case the submission/responses received from the Bidder were found to be unsatisfactory.

8.3 Commercial Evaluation

The commercial bids for the technically qualified Bidders will be opened and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at OICL'S discretion. The total cost of ownership for the purpose of evaluation shall be calculated over the contract period of 6 years.

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



9. Disclaimer

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



10. Annexures

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10.1 Annexure 1 : Technical Specifications

S.N.	Minimum Technical Specifications	Compliance (Yes/ No)
1	Oracle M6-32 Servers shall be quoted at DC and DR Site.	
2	Proposed server should have at least 216 Cores. (18 * 12 Core 3.6 GHz SPARC M6 processors)	
3	Proposed server should have 16GB/core memory scalable to 32GB per core.	
4	The Servers (production at DC) must never cross 70% utilization in terms of CPU and memory during the period of contract.	
5	Each Server /Partition must be configured with No single point of failure. All Fibre Channel and Ethernet connections must be redundant	
6	All the tiers of the solution (APP & DB) must be clustered for high-availability.	
7	Systems must be scalable to 50% of the proposed capacity (both for CPU and Memory)	
8	The proposed SPARC server must have RAS features (better or equivalent to the existing M9000 servers) like redundant System clock, electrically isolated hard partitions etc.	
9	The offered SPARC server must support both Solaris 10 and latest release of Solaris (S11).	
10	All necessary and required licenses e.g. OS Cluster licenses etc. as may be required for complete working of the solution must be supplied.	
11	Proposed server should be configured with 24 nos. 10 G (100 Mbps/1 Gbps/10 Gbps) Ports	
12	Proposed server should be configured with 24 nos. 1 G Ports	
13	Proposed server should be configured with 40 nos. 8G FC Ports	
14	Server should be configured with 24 * 600 GB SAS Drives.	
15	Server should be configured with redundant power supplies and cooling fans.	
16	The proposed infra must support the current version of Oracle database and oracle application/middleware and its future releases.	
17	Server should provide for a GUI based management tool, which is able to monitor/manage the Operating system, Virtualization, Firmware, hardware, along with the option to manage the Database, Middleware and the application. The management tool should have the ability to monitor current resource utilization as well as track historical trends with the ability to provide reporting and audit facilities for all the components listed above. Management Tool should be able to monitor current consumption of power, Historical consumption of Power, Provide visual Aids like graphs to help the bank in arriving at power utilization levels vs. utilization of Servers and provide these metrics across one server or multiple servers.	
18	The Power and cooling requirements of the configuration should be submitted along with technical document	



10.2 Annexure 2 : Evaluation Methodology

The competitive bids shall be evaluated in three phases:

Stage 1 – Eligibility criteria

Stage 2 – Technical Bid

Stage 3 – Commercial Bid

Stage 1 – Eligibility Criteria Evaluation

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

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

Stage 2 - Technical Bid Evaluation

Total Marks 200. Minimum Overall Qualifying marks to become eligible for qualifying for Commercial Evaluation are 70%.

Category	Criteria	Max Marks
A.	Bidders Project Experience	50
B.	Bidders compliance to Annexure 1: Technical Specifications	50
C.	Response to RFP : Design, Implementation and Project Management	100
	Total	200 Marks

It is mandatory for the Bidder to comply with all the line items given in the technical specifications (Annexure 1). In case if the Bidder does not comply with any of the line items given in technical specifications (Annexure 1), it will not qualify to Stage 3 of evaluation process even if they score the cut-off marks in Stage 2.

OICL at its discretion may reject the proposal of the Bidder, without giving any reason whatsoever, if in case the submission/responses received from the Bidder were found to be unsatisfactory.



A. Bidders Project Experience

S.N.	Bidder's Profile and Project Experience	Marks Allocation	Max Marks	Support Documentary Proof
1	The Bidder / OEM should have supplied and implemented proposed series of servers in Govt. / PSU / BFSI sector organizations in India for last 5 Years.	>= 5 Projects : 50 Marks 4 Project : 40 Marks 3 Project : 30 Marks	50	1. Copy of original PO / Contract highlighting the following details: a) Date of PO / Contract b) Name of Parties c) Scope of Work. 2. Successful completion certificate/ Satisfactory Progress of project from client.
			50 Marks	

B. Bidders compliance to Annexure 1: Minimum Technical Specifications

Compliance to Minimum Technical Specifications mentioned in Annexure-1 will be scored out a total of **50 marks**.

C. Response to RFP : Design, Implementation and Project Management

S.N.	Response to RFP : Design, Implementation and Project Management	Marks
1	Understanding OICL's scope of work and requirements	20
2	Description of Proposed Solution	40
3	Project Plan / Approach/ Migration / Implementation methodology	40
	Total	100 Marks



Stage 3 – Commercial Bid 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 6 years. At the end of 6 years, the contract may be re-negotiated as mutually agreed by both parties.

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



10.3 Annexure 3 : Authorization letter to attend tender opening

To

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

Sir,

Reference: Tender No. OICL/HO/ITD/SERVER/2015/02 Dated 23rd June 2015

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

Yours faithfully

Signature of Bidder

Copy to: Mr/Ms.....for information and for production before the Tender Opening Committee at the time of opening of bids.



10.4 Annexure 4 : Details of Similar Projects Undertaken in last 5 Years

Financial Year / Accounting Year	Name of Client for whom project was undertaken	Contact Details of Senior Official representing the client for reference purpose	Details of Project	Date of Award of Project	Current Status of Project
2014-2015					
1					
2					
3					
...					
2013-2014					
1					
2					
3					
...					
2012-2013					
1					
2					
3					
...					
2011-2012					
1					
2					
3					
...					
2010-2011					
1					
2					
3					
...					



10.5 Annexure 5 : Application form for Eligibility Bid

APPLICATION FORM FOR ELIGIBILITY BID (Page 1)

To,

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

Application form for the Eligibility of the Bidder

Reference: Tender No. OICL/HO/ITD/ SERVER/2015/02 Dated 23rd June 2015

Company Details

1.	Registered Name; Address of The Bidder	
2.	Location of Corporate Head Quarters	
3.	Date and Country of Incorporation	
4.	Sales Tax/ VAT registration number and date of registration	
5.	Service Tax registration No. and date of registration	
6.	Address for Communication	
7.	Contact Person-1 (Name, Designation, Phone, Email ID)	
8.	Contact Person-2(Name, Designation, Phone, Email ID)	

Turnover and Net worth:

Financial / Accounting Year	Turnover (Rs Crores)	Net worth

Details of EMD (BG)

Description	₹ 2,00,00,000/- BG towards EMD



APPLICATION FORM FOR ELIGIBILITY BID (Page 2)

Service Center – Delhi / NCR

Contact Person	
Address	
Contact Number	
Email ID	

Service Center – Mumbai

Contact Person	
Address	
Contact Number	
Email ID	

Service Center – Bengaluru

Contact Person	
Address	
Contact Number	
Email ID	

Signature: _____

Name: _____

Designation: _____

Date: _____

(Company Seal)



10.6 Annexure 6 : Contract Form

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

In consideration of the payments to be made by the Purchaser to the Vendor as hereinafter mentioned, the Vendor hereby covenants with the purchaser to provide the hardware, associated software, and 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 hardware, associated software, and 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:

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

* Break-up would be as per commercial bid format

Total Value: _____



Delivery Schedule: _____

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

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

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

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

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

**Company Seal
Witness I**

**Company Seal
Witness II**

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

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



10.7 Annexure 7 : List of Buy-Back Equipment

Inventory Details: Data Centre Site (Bengaluru)

S.N.	Model	Make	Purpose	Year of purchase
1	M9000	Sun	INLIAS DB HRMS DB	2009
2	T5120	Sun	INLIAS T&D	2009
3	T5120	Sun	HRMS T&D	2009
4	T5120	Sun	On-site T&D	2009
5	T2000	Sun	Proxy	2007
6	T5120	Sun	HRMS Web	2009
7	T5120	Sun	HRMS App	2009
8	V480	Sun	Oracle Enterprise server	2005
9	X6250-0	Sun	HRMS Reports Production	2009
10	X6250-1	Sun	HRMS Reports T&D	2009
11	SB 6000 - M2	Sun	3i Infotech Web Services	2011
12	SB 6000 - T3	Sun	HRMS Reporting Layer	2011

Inventory Details: Disaster Recovery Site (Vashi)

S.N.	Model	Make	Purpose	Year of purchase
1	M9000 Server	SUN	Database Server	2007
2	Sun -V480-01	SUN	Reporting server	2004
3	SUN-T2000	SUN	Application server	2007
4	SUN-T2000	SUN	Reporting server	2007
5	SUN-T2000	SUN	Application Server	2007
6	SUN-T2000	SUN	Application Server	2007
7	SUN-T2000	SUN	Application Server	2007
8	SUN-T2000	SUN	Application Server	2007
9	SUN-V480-02	SUN	Reporting server 3	2005
10	SUN-E2900(5 Units)	SUN	Not in Use	2005



11. Appendix

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11.1 Appendix 1: Bill of Material

SUMMARY OF COSTS			
S.N.	Table Reference	Items	Cost (INR)
1.	Table A	Hardware and Software Cost	
2.	Table B	Facility Management Services	
3.	Table C	Implementation, Migration and Commissioning Cost	
4.	Table D	Buy back Cost	
Grand Total - TCO for 6 Years (A+B+C-D)			

Grand Total in Words – (Rupees.....)

Note:

1. All the prices of this document should flow correctly from the respective sheets.
2. The total cost should flow from the individual sheets within this Appendix.
3. Bidder should strictly follow the format given in Table.
4. OICL reserves the right to change the quantity of items quoted above at the time of placing order. In such case the value of the order will be the cost of items finally opted by OICL.
5. The warranty will start from the date of signing the ATR.
6. The Bidder is responsible for all the arithmetic computation and price flows. OICL is not responsible for any errors.



Table A - Hardware and Software Cost								
Solutions	Qty	Amount with 1 year warranty (Including all taxes)	AMC (Excluding All Taxes)					Total Amount
			2 nd Year	3 rd Year	4 th Year	5 th Year	6 th Year	
Servers with Operating System	2							
Cluster Licences								
Any Other, (Please specify)								
Total Software Cost (B)								

Table B – Facility Management Services (Excluding All Taxes)								
Item	Qty	1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year	6 th Year	Total Amount
Onsite Support (Resources)								
Technical Account Manager (100 man days / year)	1							
Advanced Monitoring and Resolution Services	1							
Any Other, (Please specify)								
Total Software Cost (B)								

Table C - Implementation, Migration and Commissioning Cost	
Solutions	Total Cost (Including all taxes)
Implementation	
Migration	
Any Other, (Please specify)	
Total Implementation Cost (C)	

Table D – Buy back Cost	
Solutions	Total Cost (Including all taxes)
Buy back Items (Please mention cost of each item listed in Annexure – 9)	
Total Buy back Cost (D)	



11.2 Appendix 2 : Covering Technical Offer

To

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

Dear Sir,

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

Dated this.....by2015

Authorised Signatory

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

(This letter should be on the letterhead of the Vendor duly signed by an authorized signatory)

Signature and Seal of the vendor



11.3 Appendix 3 : Query Format

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



11.4 Appendix 4 : Summary of Documents Submitted

Section #	Section Heading	Proforma Given	Compliance (Y/N)
1.	Technical compliance	Annexure 1	
2.	Eligibility Criteria	RFP Section 1.6	
3.	Authorization Letter for Bid Opening	Annexure 3	
4.	Similar Projects executed with reference.	Annexure 4	
5.	Application form for Eligibility Bid	Annexure 5	
6.	Commercial Offer	Appendix 1	
7.	Covering Technical Offer	Appendix 2	
8.	Bid Security	Appendix 5	
9.	Technical Offer Descriptive		
10.	Technical Bid Details (without commercials)	Appendix 1 (should be masked with XXX)	
11.	Datasheets of Proposed Products		
12.	Any other Information as requested in the tender document		



11.5 Appendix 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 _____ 2015.

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



11.6 Appendix 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..... 2015 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.....
.....
.....



11.7 Appendix 7 : OEM’s Authorization Form

Date: dd/mm/yyyy

To

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

Reference: Tender No. OICL/HO/ITD/SERVER/2015/02 Dated 23rd June 2015

Sir,

We _____, (name and address of the ‘manufacturer’) who are established and reputed ‘manufacturers’ of _____ having factories at _____ (addresses of locations) do hereby authorize M/s _____ (name and address of the Bidder) to bid, negotiate and conclude the contract with OICL against the above mentioned tender for the proposed hardware, software manufactured/developed/customized by us.

We hereby extend our guarantee and warranty as per terms and conditions of the RFP and the contract for the hardware, software and services offered for supply against this RFP by the above-mentioned Vendor, and will extend full support for a period of 6 years.

Yours faithfully,

For and on behalf of M/s _____ (Name of the manufacturer)

Signature _____

Name _____

Designation _____

Address _____

Date _____

Company Seal

Note: This letter of authority should be on the letterhead of the concerned manufacturer and should be signed by Authorized Signatory



11.8 Appendix 8 : Statement of No Deviation from Tender Terms and Conditions

To

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

Reference: Tender No. OICL/HO/ITD/SERVER/2015/02 Dated 23rd June 2015

Sir,

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

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

-End of Document-