

RFP Number NICL/IT/RFP/Cloud/21/2024

Supply, Installation, Configuration, Commissioning, Migration, Maintenance of Cloud Solution

([Refer Important Dates and Information](#))



National Insurance Company Limited Registered & Head Office: Premises No.18-0374, Plot No. CBD-81, New Town, Kolkata-700156

Visit us at: <https://nationalinsurance.nic.co.in>

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Disclaimer

The information contained in this Request for Proposal (RFP) document or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form by or on behalf of National Insurance Company Limited (NIC/NICL), is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP is neither an agreement nor an offer and is only an invitation by NICL to the interested parties for submission of bids.

The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder may conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice.

NICL makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP.

NICL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

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1 Overview

1.1 About National Insurance Company Limited

National Insurance Company Limited (hereinafter referred to as **NIC or, NICL**), with its registered office in Kolkata, is one of the leading public sector insurance companies of India. It was incorporated in 1906 and nationalized in 1972, before operating as a Government of India undertaking from 2002. NICL is carrying out a non-life insurance business.

Headquartered in Kolkata, NICL's network of about 825 offices, manned by more than 7,000 skilled personnel, is spread over the length and breadth of the country covering remote rural areas, townships and metropolitan cities. NICL's foreign operation is carried out from its branch offices in Nepal.

NICL transacts general insurance business of Health, Motor, Fire, Marine and Miscellaneous insurance. Befittingly, the product ranges of more than 200 products offered by NICL cater to the diverse insurance requirements of its 17 million policyholders. Innovative and customized policies ensure that even specialized insurance requirements are fully taken care of. Serving approximately two crore policy holders in a year with a product portfolio of about 200+ products targeting commercial, retail, rural and micro insurance market segments, the company handles direct non-life insurance, both in the retail and corporate segments, re-insurance and investment of funds. NICL's distribution network consists of over 65,000 different intermediaries comprising direct sales, individual and corporate Agents, Micro Agents, Brokers, Bancassurance, Motor Insurance Service Providers (MISPs) etc. NICL also partners with Garages, Third Party Administrators and Digital Service Providers for servicing Claims generated from customers for servicing Claims generated from customers. Their annual new and renewal policy transaction volume is about 2 crore and processed claims transaction volume is about 50 lakhs. The Company has undertaken IT initiatives to address its core business requirements and all its offices are interconnected through a Wide Area Network.

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1.2 Purpose of this document

The purpose of this Request for Proposal document (“RFP”) is the selection of suitable organization for **Supply, Installation, Configuration, Commissioning, Migration, Maintenance of Cloud Solution** including, all the Components required in respect of the RFP - all the items in **BOQ - A: DC, BOQ - B : DR, BoQ - C: Optional - 1, BoQ - D: Optional - 2** including Licenses, Connectors, CAL, firmware and all other hardware, peripherals required for the operation of the Private Cloud Solution proposed by the Bidder to be hosted in NICL DC, and DR including updates, upgrades to ensure secure operation of the Solution throughout the project period, prevent obsolescence (E-O-L viz. End of Life, E-O-S viz. End of Support) of the Solution or any of its components.

This RFP contains details regarding scope, project timelines, evaluation process, terms and conditions and other relevant details which Bidder needs to factor while responding to this RFP. The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or other arrangement regarding the services. The provision of the services is subject to the observance of the selection process and appropriate documentation being agreed between NICL and any successful Bidder identified after completion of the selection process.

The Bidder is expected to examine all instructions, clarifications, forms, terms, specifications, and other information in the RFP Document, corrigendum, addendum etc. Failure to furnish all information required by any of these documents or to submit a Bid not substantially responsive to these documents in every respect will be at Bidder’s risk and may cause the rejection of its Bid.

Bidders are advised to study said documents carefully before participating. It shall be deemed that submission of bid by the Bidder has been done after their careful study and examination of the mentioned documents with full understanding of its implications. Any lack of information shall not in any way relieve the Bidder of his responsibility to fulfill his obligations under the Bid.

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In the event of default by the Bidder with respect to this RFP or the RFP Document, NICL may debar the Bidder from participating in future RFPs of NICL for a period not exceeding two years.

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1.3 Important Dates and Information

Bid Reference	RFP Number: NICL/IT/RFP/Cloud/21/2024
Date of Commencement of Bid	25 th October, 2024
Date and Time for Receipt of Bids	14 th November, 2024 up-to 1:00 PM (online) 14 th November, 2024 up-to 3:00 PM (certified physical copy)
Date and Time for request for clarification of Bids	1 st November, 2024 up-to 6:00 PM
Date and Time for Pre-Bid Meeting	4 th November, 2024 at 3:00 PM (in-person or VC), if required
Date and Time for publication of clarification, if required	https://nationalinsurance.nic.co.in , https://eprocure.gov.in/cppp/ and, https://gem.gov.in/
Time and Date of Opening of PART-I (Pre-Qualification and Technical Bid)	14 th November, 2024 at 3:30 PM
Time and Date of Opening of PART-II (Commercial Bid)	To be intimated later to Participating Bidders
Place of Opening of both PARTs of the Bids	IT Department National Insurance Company Ltd. Premises No.18-0374, Plot No. CBD-81, New Town, Kolkata-700156
Date till which the Bid is valid	1 (one) year from the date of opening of the Commercial Bids
Address for all Communication, including request for clarification, if required	To, Dy. General Manager - IT / Chief Manager - IT IT Department National Insurance Company Ltd. Premises No.18-0374, Plot No. CBD-81, New Town, Kolkata-700156

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Email:

jk.roy@nic.co.in

Cc:

satish.kumar@nic.co.in, mohit.kumar@nic.co.in,
souvik.biswas@nic.co.in

Bank Details of NICL Head Office

Name as per Bank Account: National Insurance Company Limited

Bank Account Number: 6762010554

Type of Account: Current Account

Name of the Bank: Indian Bank

Name of the Branch: 5B, Russell Street, Kolkata – 700071

MICR Number of the Branch: 700019018

IFSC No. of the Branch: IDIB000R024

Index - Important Sections

Amendment to Bid Document and other Conditions:

Instructions to Bidders:

General Terms and Conditions (GT&C):

- [GT&C - Common Definitions for the RFP:](#)
- [GT&C - Price Schedule:](#)
- [GT&C – Bidder to Note:](#)
- [GT&C – Selection of Supplier:](#)
- [GT&C – Deadline for submission of Bids:](#)
- [GT&C – Modification of Bids:](#)
- [GT&C – Delivery Schedule:](#)
- [GT&C – Place of Delivery and Installation:](#)
- [GT&C - Delivery of documents:](#)
- [GT&C - Terms of Payment:](#)
- [GT&C - Payment Manner:](#)
- [GT&C - Documents to be produced for the release of payment:](#)
- [GT&C - Availability of Product and Spares:](#)
- [GT&C - Warranties:](#)
- [GT&C - Guarantee:](#)

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- GT&C - Maintenance during Support Period:
- GT&C - Intellectual Property Rights:
- GT&C - Standards:
- GT&C - Satisfactory Performance:
- GT&C - Manuals and Media:
- GT&C - Transportation and Insurance till delivery of the equipment:
- GT&C - Change of Purchase Order:
- GT&C - Performance Security:
- GT&C - Cancellation Clause:
- GT&C - Delays in the Supplier's performance:
- GT&C - Liquidated Damages:
- GT&C - Resort to Liquidated Damages:
- GT&C - Termination on Insolvency:
- GT&C - Termination for Defaults:
- GT&C - Termination for Convenience:
- GT&C - Income/Corporate Taxes:
- GT&C - Taxes and Duties:
- GT&C - Clarification of Bids:
- GT&C - Contract with NIC:
- GT&C - Contract Amendment:
- GT&C - Limitation of Liability:
- GT&C - Governing Language:
- GT&C - Applicable Law:
- GT&C - Notices:
- GT&C - Indemnity:
- GT&C - Right of Selection, Product, Service and Quantity:
- GT&C - Assignment:
- GT&C - Sub-contractor, Consortium:
- GT&C - Force Majeure:
- GT&C - Exit Management:
- GT&C - Obligation:
- GT&C - Compliance:
- GT&C - Acceptance of Terms:
- GT&C - No Legal Relationship:
- GT&C - Personnel:
- GT&C - Compliance to Security:
- GT&C - Risk Title:

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- [GT&C - Principal to Principal Liability](#)
- [GT&C - Confidentiality and Non-Disclosure:](#)
- [GT&C - Arbitration Clause:](#)
- [GT&C - Outsourcing Agreement:](#)
- [GT&C - Format of Contract between successful Supplier and National Insurance Company Limited \(NIC\)](#)

- [GT&C - Format for Integrity Pact:](#)
- [GT&C - Format for Declaration by Bidder: Conflict of Interest](#)
- [GT&C - MAF:](#)
- [GT&C - Back-lining:](#)
- [GT&C - Sample Format of Support:](#)
- [GT&C - OEM Certified Product Description including for Support:](#)
- [GT&C - Non-Disclosure Agreement:](#)
- [GT&C - Performance Bank Guarantee:](#)
- [GT&C - Format for EMD/Bid Security:](#)
- [GT&C - Undertaking for providing authorized representatives of IRDAI the right to inspection, investigation, obtaining information:](#)
- [GT&C - Format of Certificate for Tenders for Works under Rule 144 \(xi\) in the General Financial Rules \(GFRs\), 2017:](#)

[Eligible Bidders:](#)

[Preparation of Bid:](#)

[Scope of Work: \(SoW\):](#)

[Methodology “Pay per Use” Model: SoW](#)

[Cloud Solution: SoW: SLA - Service Level Agreement](#)

[MTFS&C: Cloud Solution](#)

[Annexure 1 – Technical Bid Letter](#)

[Annexure 2 – Technical Bid Particulars](#)

[Annexure 3 – Bidder Profile](#)

[Annexure 4 – Financial Information](#)

[Annexure 7 – Statement of Deviation from RFP Terms and Conditions](#)

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Visit us at: <https://nationalinsurance.nic.co.in>

| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

[Annexure 8 – Commercial Bid Letter](#)

[Annexure 10 – Commercial Bid](#)

[Consolidated: Commercial Bid](#)

[Annexure 11 - Format for Queries from Bidders](#)

[Annexure 12 – NICL Location Details](#)

[Annexure 13 – NICL Replication Diagram](#)

1.4 Amendment to Bid Document and other Conditions:

1. At any time prior to the deadline for submission of Bids, NICL 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.
2. All prospective Bidders that have received the Bid Document will be notified of the amendment. The same will be binding on them. To allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, NICL may, at its discretion, extend the deadline for a reasonable period to be decided by NICL for the submission of Bids.
3. Details will be published on **NICL's Corporate Website** <https://nationalinsurance.nic.co.in> as well as **Central Public Procurement Portal** , <https://eprocure.gov.in/cppp/> and, **GeM portal:** <https://gem.gov.in/> 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. NICL will inform the Bidder about changes, if any, before the deadline of bids submission.
4. **Addendum / Corrigendum / Extension** - NICL may revise any part of the RFP, by providing an addendum to the Bidder at stage till commercial bids are opened. NICL reserves the right to issue revisions to this RFP at any time before the deadline for bid submissions. NICL reserves the right to extend the dates for submission of responses to this document.
5. **Request for Clarification** - The Bidder shall have the opportunity to clarify doubts pertaining to the RFP to clarify any issues they may have, prior to finalizing their responses. All queries/questions should be submitted to Dy. General Manager - IT **should be received by the points of contact not later than the date and time specified** in **Section- 1.3 Important Dates and Information**. Responses

National Insurance Company Limited Registered & Head Office: Premises No.18-0374, Plot No. CBD-81, New Town, Kolkata-700156

Visit us at: <https://nationalinsurance.nic.co.in>

| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

to inquiries and any other corrections and amendments / corrigendum will be distributed to the Bidder by electronic mail format or hardcopy letter, published in **NICL's Corporate Website** <https://nationalinsurance.nic.co.in> as well as **Central Public Procurement Portal** , <https://eprocure.gov.in/cppp/> and, **GeM portal:** <https://gem.gov.in/> at the sole discretion of NICL.

6. **Preliminary Scrutiny** - NICL 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. NICL may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on the Bidder and NICL reserves the right for such waivers and NICL's decision in the matter will be final.
7. **Clarification of Offer** - To assist in the scrutiny, evaluation and comparison of offer, NICL may, at its discretion, ask the Bidder for clarification of their offer. Clarification/ Additional documents, if any, sought by NICL from the Bidder have to be submitted within the stipulated time. NICL has the right to disqualify the Bidder whose clarification is found not suitable to the proposed project or not received within scheduled time as defined by NIC.
8. **NICL reserves the right to make any changes** in the terms and conditions of purchase. NICL 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. NICL may at its discretion waive any minor non-conformity in any offer and the same shall be binding on all Bidders and NICL reserves the right for such waivers. NICL will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations to changes made after pre-bid clarification.
9. **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. Correct technical information of the product being offered must be filled in. Filling up the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable. NICL may treat the offers not adhering to these guidelines as unacceptable.
10. **Right to Alter Quantities** –
 - a. **NICL reserves the right to alter the requirements specified in the tender (RFP).**
 - b. **NICL also reserves the right to delete or increase one or more items from the list of items**

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specified in the tender on the same terms and conditions.

- c. Unless specifically mentioned in the RFP, repeat orders may be placed at the contracted rates during the contract period from placement of first Purchase Order for items which are proprietary to the Private Cloud OEM.

In respect of third party licenses and software (other than licenses and software owned by the Principal OEM of the proposed Private Cloud Solution), after one year and up-to end of contract period, the terms of ERV Clause will apply for repeat orders, but the prices will be negotiable. The basis of such negotiation will be the conversion rate of US Dollar to Indian Rupees as on the close of date of bid submission which would be considered as the base rate for such third party licenses and software. Any licensing or policy related changes of OEMs other than the principal OEM can be part of mutual discussion at the time of negotiation for repeat ordering. Any fluctuation more than (+ or -) 2% in the US\$ conversion rate as on the date of placement of additional purchase order, will be taken into account and benefit thereof will be passed on to either Supplier or NIC.

In respect to manpower, any additional manpower will be on RFP discovered rates for the concerned year. Additional effort will be assessed by the Bidder as and when the migration will be decided by NICL.

Any effect of such fluctuation on Taxes will also be considered. Bidders are bound to accept the orders accordingly.

- d. NICL will inform the Bidder about changes, if any, at the time of placement of Purchase Order/s.
- e. In case of any alteration in the quantities, the price quoted by the bidder against the item in the RFP would be considered for such alteration.
- f. The bidder agrees that the prices quoted for each line item & component is valid for the period of contract and can be used by NICL for alteration in quantities, subject to the ERV Clause.
- g. NICL also reserves the right to delete one or more items from the list of items specified in the tender. OEM and Bidder also agree that there is no limit on the quantities that can be altered (deleted) under this contract. The following sentence is appended to Section -2.61, GT&C - MAF: "We (Name of OEM) hereby further confirms that"

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(Name of products and services) quoted by the Partner, can be altered (deleted) or altered (increased), as per the Terms of the RFP.

- h. NICL will inform the Bidder about changes, if any, at the time of placement of Purchase Order or repeat orders.
- i. **Variations proposed by NICL:** NICL reserves the right to initiate any change in the scope of contract in respect of services namely Installation, Configuration, Commissioning, Migration and augmentation of the Private Cloud.

If NICL wants to vary the Services:

NICL will request the Bidder in writing setting out the proposed variations.

Within 15 working days after receiving NICL's request or within another period mutually agreed, the Bidder must respond in writing to NICL specifying what impact those variations will have on:

- i. The Service Charges; the Services or Deliverables, including any Deliverable.
- ii. The Bidder's ability to perform its obligations under current Contract (including its ability to meet Milestones) and with respect to the change of scope proposed.

Within 15 working days after receiving the Bidder's response, or within another period mutually agreed, NICL will give the Bidder a written notice accepting or rejecting the response. The contract may be varied only in writing signed by each party.

- j. **Effective date of variation** – Any variation in the services will take effect from the date on which the parties execute a Change Order. In such a case, the Contract will be amended to give effect to the Change Order.
- k. **Change Order** – a) If any such change causes an increase or decrease in the cost of, or the time required for, the Bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Bidder for adjustment under this clause will be asserted within fifteen (15) days from the date of the Bidder's receipt of NICL's change order. b) Payment under this clause will be made only if Change orders are exercised, approved and delivered.
- l. **Change Requests** – In case of Change Requests, the additional effort estimated by the Bidder and its costs would be discussed and finalized in discussions with the Bidder. The basis of this cost would be as quoted by the vendor in the [Consolidated: Commercial Bid and its sub-](#)

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sections. Payment under this clause will be made only if Change Requests are exercised, approved, and delivered.

m. Price Negotiation - Negotiation may be held with the bidder for future requirements (as part of repeat order) that may be required to be procured through this tender during the period of contract or as extended. Prices once finalized will be termed as the “Approved Rates”.

n. During the contract period the bidder agrees to pass on the benefit of reduction in pricing for any additional items to be procured by NICL 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, subject to the ERV Clause. Any price benefit in the products, licenses, software, services & equipment should be passed on to NICL within the contract period

11. Fall Clause: The Bidder undertakes that it has not supplied /is not supplying same or similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry /Department of the Government of India or PSUs during the currency of the contract and if it is found at any stage that same or similar product /Systems or Subsystems was supplied by the Bidder to any other Ministry /Department of the Government of India or any PSU at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to NICL, if the contract has already been concluded.

12. 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.

1.5 Instructions to Bidders:

The General Terms and Conditions (GT&C) of the RFP as laid down shall apply over and above the provisions of the contract to the extent not specifically mentioned in the Contract.

A	Information Provided in the RFP document contains statements derived from information that is believed to be reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending Bidder to determine whether or not to enter into a contract or arrangement with NICL in relation to the provision of services. Neither NICL nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied as to the accuracy or completeness of any information or statement given or made in this RFP document. Neither NICL nor any of its employees, agents, contractors or advisers has conducted or will conduct an
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	independent audit or verification or due diligence exercise in relation to the contents of any part of the RFP document.
B	Disclaimer: Subject to any law to the contrary, and to the maximum extent permitted by law, NICL and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information, including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of NICL or any of its officers, employees, contractors, agents, or advisers.
C	Evaluation of Offers: Intending Bidder acknowledges and accepts that NICL may, in its absolute discretion, apply whatever criteria it deems appropriate in the selection of organizations, not limited to those selection criteria set out in this RFP document. The RFP document will not be construed as any contract or arrangement which may result from the issue of this RFP document or any investigation or review carried out by a Recipient. The intending Bidder acknowledges by submitting its response to this RFP document that it has not relied on any information, representation, or warranty given in this RFP document.
D	<p>Intending Bidders who satisfy the eligibility criteria laid down under this document can bid for the RFP. Intending Bidders may also download this document from NICL's website (https://nationalinsurance.nic.co.in) between dates (refer, Section- 1.3 Important Dates and Information) and the Bidder has to submit a non-refundable RFP Document Fee of Rs. 25,000/- only (Rupees Twenty Five Thousand only) to National Insurance Company Limited payable through NEFT/RTGS only prior to Pre-Bid Meeting Date.</p> <p>Non-furnishing of RFP Document Fee/s, till the time of submission of the bid will disqualify the Bidder.</p> <p>A copy of proof of payment of non-refundable RFP Document Fee has to be emailed to the following ids: jk.roy@nic.co.in</p> <p>Cc:</p> <p>satish.kumar@nic.co.in</p> <p>mohit.kumar@nic.co.in</p> <p>souvik.biswas@nic.co.in</p>
E	Intending Bidders who wish to participate in the Pre-Bid Meeting shall submit the proof of payment of non-refundable RFP Document Fee of Rs. 25,000/- only (Rupees Twenty Five Thousand only) to National Insurance Company Limited payable through NEFT/RTGS only, prior to the Pre-Bid Meeting Date .

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	Only Bidder's authorized representative is allowed to attend the pre-Bid meeting. Documentary proof of payment of the RFP Document Fee by intending Bidders by mail/hard copy, is a pre-requirement for participation in the Meeting.
F	The Bidder should be agreeable to hold the price and configuration for a period of at least one year from the date of opening of Commercial Bid in respect of his bid under the RFP, and in case there occurs any change in the specifications on account of the Solution offered/ordered for being phased out from the market, should be able to supply solution and systems of higher configuration at the same prices agreed to, in respect of the bid under the RFP.
G	The Bidder can submit only one bid offering only one combination of solution and products in respect of the RFP. If any Bidder quotes multiple offers under each item, his bid will be summarily rejected.
H	Intending Bidders are required to quote for all the items quoted for in respect of the RFP. Failure to quote for any one or more items or not mentioning the prices of each item separately in the Commercial Bid will disqualify the Bidder.
I	<p>Each Bid under RFP must be accompanied with an Earnest Money Deposit (EMD) of value of Rs. 25,00,000.00 (Rupees Twenty Five Lakhs Only) by way of BG/DD/NEFT/RTGS in favor of National Insurance Company Limited, refer NICL Bank details mentioned above. Non-furnishing of EMD will disqualify the Bidder.</p> <p>The EMD would be returned without any interest to the unsuccessful Bidders on receipt of written application, within 90 days of award of Purchase Order to the Successful Bidder.</p> <p>The EMD will be refunded/returned to the successful Bidder on production of a performance guarantee.</p> <p>The EMD will be forfeited if the successful Bidder refuses to accept purchase order or having accepted purchase order fails to carry out his obligations mentioned therein.</p> <p>Additionally, such Bidders will be blacklisted and barred from participating in future RFPs of NICL for a period not exceeding two years.</p> <p>No interest on EMD will be paid to either Successful or Unsuccessful Bidder.</p> <p>In respect of EMD, GeM conditions will prevail.</p>
J	NICL reserves the right to accept / reject any / all offers without assigning any reason whatsoever. The decision of NICL in selecting the Bidder would be final and conclusive.
K	Intentionally Kept Blank
L	RFP Document/s is/are not Transferable.
M	The RFP will be in three Parts, viz., Pre-Qualification, Technical and Commercial bid and in online format.

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	<p>Bidders have to submit their Bid online, on or before the last date and time mentioned in RFP.</p>
	<p>Instruction to Bidders for Online Bid Submission</p> <p>. Bidders should comply with rules and regulations of the GeM portal: https://gem.gov.in/ for submission of Bids online. .</p> <p>NICL reserves the right to extend the last date/time for submission of bids or modify the Technical Specifications/locations of delivery/conditions stipulated in any item of this RFP Documents till final bid submission date and all such changes/modification will be informed through NICL website: (https://nationalinsurance.nic.co.in) as well as Central Public Procurement Portal , https://eprocure.gov.in/cppp/ And, GeM portal: https://gem.gov.in/</p> <p><u>However, the bidder needs to submit following documents in duly certified Hard Copies in three separate sealed envelopes, also refer Section - Preparation of Bid:</u></p> <ol style="list-style-type: none"> 1. Pre-Qualification Bid and supporting documents in hard copy 2. Technical Bid and supporting documents in hard copy 3. Commercial Bid and supporting documents in hard copy <p>If the bidder does not submit the same, the bidder will be disqualified.</p> <p>The Sealed envelopes should reach NICL before or on the date and time of submission schedule as mentioned in the RFP, Section- 1.3 Important Dates and Information.</p> <p>Bidder has to submit the bids in both online and duly certified physical copy. In case of non-submission of either, the bid will be liable to be rejected.</p>
N	<p>NICL shall evaluate Pre-qualification Bid first and shortlist the Bidders who qualify for further evaluation.</p> <p>The Technical Bid shall be evaluated only for those responses that have qualified in the Pre-Qualification Bid.</p> <p>Commercial bids of only those Bidders who qualify in the Technical Bid shall be opened at a later date. NICL will notify the date and time of opening of the Commercial bids to the technically qualified Bidders.</p>

National Insurance Company Limited Registered & Head Office: Premises No.18-0374, Plot No. CBD-81, New Town, Kolkata-700156

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| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

	<p>NICL reserves the right to change or relax the eligibility criteria to ensure inclusivity. No further discussion/ interface will be granted to Bidders whose bids have been disqualified.</p> <p>A committee will undertake the NICL evaluation and its decision is final.</p>
O	<p>The Pre-qualification Bid of the Bidder should be submitted online. Along with the online submission, the following should be submitted in separate sealed cover (in hard copy) super-scribed "Original".</p> <ol style="list-style-type: none"> 1. Pre-Qualification Bid and supporting documents in hard copy should be enclosed in one cover and sealed. This cover should be super-scribed with the wording "DO NOT OPEN BEFORE _____" "Pre-Qualification bid for NICL/IT/RFP/Cloud/21/2024". 2. An email attaching a soft copy of the Pre-qualification bid in and supporting documents should be shared (all documents in searchable pdf format) within 24 hours of opening of Pre-Qualification bid. Any submission prior to opening would lead to cancellation of the bid. <p>Supporting documents have to be indexed and page numbers, paragraph numbers referenced with the prescribed format of the PQ Bid.</p> <p>The Bidder should put the proof of transfer of EMD of requisite value in the appropriate envelope for "Original" Pre-Qualification Bid for NICL/IT/RFP/Cloud/21/2024".</p> <p>Prices must not be indicated in the Pre-Qualification Bid.</p> <p>Only one representative of the Bidder can be present for the opening of the Pre-Qualification Bid. If the representative of the Bidder is not present at the venue on the scheduled date and time, NICL will proceed with opening of the Bid.</p>
P	<p>The Technical Bid of the Bidder should be submitted online. Along with the online submission, the following should be submitted in separate sealed cover (in hard copy) super-scribed "Original".</p> <ol style="list-style-type: none"> 1. Technical Bid and supporting documents in hard copy should be enclosed in one cover and sealed. This cover should be super-scribed with the wording "DO NOT OPEN BEFORE _____" and "Technical bid for NICL/IT/RFP/Cloud/21/2024." 2. An email attaching a soft copy of the Technical bid in searchable pdf format and supporting documents should be shared (all documents should be in searchable pdf format) within 24 hours of opening of Technical bid. Any submission prior to opening would lead to cancellation of the bid.

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| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

	<p>The Technical Bid must be submitted in an organized and structured manner.</p> <p>Supporting documents in searchable pdf format have to be indexed and page numbers, paragraph numbers referenced with the prescribed format of the Technical Bid. Unpriced BoQ/Bill of Material, MTFS&C: Unpriced Bill of Quantity/Bill of Materials (BoQ/BoM) to be provided.</p> <p>It is mandatory to submit the technical details in the prescribed formats duly filled in. NICL, at its discretion, may not evaluate a Technical Bid in case of non-submission or partial submission of technical details.</p> <p>Corrections or alterations, if any, should be authenticated. In case the corrections/alterations are not properly authenticated, the offer will be rejected.</p> <p>Technical details must be completely filled up containing correct technical information of the product being offered. Filling up of the forms using terms such as “OK”, “accepted”, “noted”, “as given in brochure/manual” are not acceptable to NICL. Offers not adhering to these guidelines may not be accepted by NICL.</p> <p>No brochures/leaflets etc. should be submitted in loose form.</p> <p>Prices must not be indicated in the Technical Bid.</p> <p>Only one representative of the Bidder can be present for the opening of the Technical Bid on the specified date and time. If the representative of the Bidder is not present at the venue on the scheduled date and time, NICL will proceed with opening of the Bid.</p> <p>Technically qualified bids will be taken up for further processing. The Commercial Bids of qualified Bidders will be opened in the presence of the technically qualified Bidders’ representative on separate date and time which will be notified separately. If the representative of the Bidder is not present at the venue on the scheduled date and time, NICL will proceed with opening of the Bid.</p>
Q	<p>The Commercial Bid of the Bidder should be submitted online. Along with the online submission, the following should be submitted in separate sealed cover (in hard copy) super-scribed “Original”.</p> <ol style="list-style-type: none"> Commercial Bid in hard copy should be enclosed in one cover and sealed. This cover should be super-scribed with the wording “DO NOT OPEN BEFORE _____” and “Commercial bid for NICL/IT/RFP/Cloud/21/2024.”

National Insurance Company Limited Registered & Head Office: Premises No.18-0374, Plot No. CBD-81, New Town, Kolkata-700156

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| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

	<p>2. An email attaching a soft copy of the Commercial bid and supporting documents should be shared (all documents in searchable pdf format) within 24 hours of opening of Commercial bid. Any submission prior to opening would lead to cancellation of the bid.</p> <p>The price quoted should be in Indian rupees only. The prices offered shall be on a fixed price basis and should not be linked to the Foreign exchange.</p> <p>Prices are to be indicated only in the prescribed format in Commercial Bid. No information should be kept blank and no options should be quoted. Offer should be in strict conformity with the prescribed format.</p> <p>In case of deviation, the bid is liable to be disqualified.</p>
R	All the covers namely Pre-Qualification Bid, Technical Bids and Commercial Bids prepared as above are to be put in a single sealed cover super scribed with the wordings “RFP No: NICL/IT/RFP/Cloud/21/2024 , Due Date and the wordings “DO NOT OPEN BEFORE _____”.
S	All the covers thus prepared should also indicate clearly the name and address of the Bidder. Contents of each of the innermost envelopes must be bound properly.
T	The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process
U	The Bidder must conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.
V	Each Recipient should notify NICL of any error, omission, or discrepancy found in this RFP document.
W	Address for all communication is given in Section- 1.3 Important Dates and Information. In case of deviation, the bid is liable to be disqualified.

2 General Terms and Conditions (GT&C):

2.1 GT&C - Common Definitions for the RFP:

In this RFP Document the following terms shall be interpreted as indicated below:

A	‘NIC’/ ‘NICL’ means National Insurance Company Limited.
B	The ‘Purchaser’, ‘Company’ means National Insurance Company Limited.
C	The Term “Data Centre” means/references- “DC”, and “DR” of NICL.
D	“OEM” means/references - “OEM Professional Services”, “OEM PS”, “OEM Advanced Services”, “OEM AS” or “OEM Premium Services”.

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| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

E	The Term “Design Workshop”: Includes gathering Information from the NICL about business, functional use cases, application flows, high availability, scalability, and Information Security policies, guidelines, SOPs.
F	The Term “Solution Requirement Document”: includes to cover the NICLs requirements gathered during the workshop.
G	The Term “Solution Design Document”: includes HLD (High Level Design document) and LLD (Low Level Design Document) to cover the NICLs requirements, End State Design, Traffic Flows, design recommendations, building blocks and policy templates.
H	“Solution Implementation Plan Document: (SIP) provides an agreed Implementation plan according to the design document as agreed with IT Operations, Project Management and Technical Team.
I	“Solution Ready for Use Document” (SRFU), provides a list of test scenarios along with the procedure to replicate the scenarios and expected outcomes. The intent of the document is to validate and verify the deployed solution meets expected failover and functionality requirements.
J	The Term “Solution Migration Plan” Document (SMP), provides an agreed migration plan, roll back procedure and steps to migration execution as agreed with NICL, Project Management and Technical Team.
K	<p>The term “this document” means this “RFP Document”, containing RFP No: NICL/IT/RFP/Cloud/21/2024, and Annexure.</p> <p>“RFPs” means this Request for Proposal (“RFP No: NICL/IT/RFP/Cloud/21/2024”) which is a detailed notification seeking a set of service (s), product(s), materials and/or any combination of them and as governed by the GT&C (General Terms and Conditions).</p> <p>The term RFP No: NICL/IT/RFP/Cloud/21/2024, RFP, Tender when read as part of this document or as part of Addendums, Corrigendum, Clarifications, Annexure to this document are interchangeable.</p>
L	The term ‘Contract’ or ‘Agreement’ are interchangeable and means the respective Contract or Agreement to be signed by the Successful Bidder and NICL in respect of NICL/IT/RFP/Cloud/21/2024 and as recorded in the Contract Form signed by the Purchaser and the Supplier, including all attachments and Annexure thereto and all documents incorporated by reference therein. The contract also covers the General Terms and Conditions and other points mentioned in this document including the accepted deviations (if any).
M	The terms ‘Service Provider/System Integrator/Authorized Channel Partner/Partner/Supplier /Contractor’ are interchangeable and means the person or the firm with whom the order for the supply, upgrade, installation/implementation, configuration, commissioning, maintenance /support of the Solution/Goods/Maintenance/Services is placed in respect of NICL/IT/RFP/Cloud/21/2024 , and shall be deemed to include the Partner’s successors, representatives (approved by the Purchaser), heirs, executors, administrators and permitted assigns, as the case may be unless excluded by the terms of the contract.
N	The term ‘Bidder’ means ‘OEM/Service Provider/System Integrator/Authorized Channel Partner /Partner/Supplier’ and is interchangeable.

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| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

	<p>The term 'Supplier' also includes Original Equipment Manufacturer (OEM) wherever applicable.</p> <p>"OEM" means/references - "OEM Professional Services", "OEM PS", "OEM Advanced Services", "OEM AS" or "OEM Premium Services".</p> <p>At the time of issuance of Purchase Order and signing of Contract for NICL/IT/RFP/Cloud/21/2024, the successful Bidder may be termed as 'Supplier' or 'Vendor'.</p> <p>The Bidder who has signed the bid for NICL/IT/RFP/Cloud/21/2024 should clearly indicate the capacity in which he / she has signed the bid and NICL or firm shall be bound by his / her signature.</p>
O	The "Authorized Representative" shall mean any person/agency authorized by either of the parties.
P	The 'Bid Price/Contract Price' means the 'Grand Total Price' payable to the successful Bidder /Supplier/Authorized Partner net of discount (if any), liquidated damages (if any) under the contract in respect of NICL/IT/RFP/Cloud/21/2024 and these presents for the full and proper performance of the contractual obligations of the Supplier/Authorized Partner
Q	The 'Contract Value' means the real cost in respect of NICL/IT/RFP/Cloud/21/2024 including all related Services, Software, Hardware and other accessories to be supplied and installed and related services by the Supplier.
R	"Rates/Prices" means prices of supply of equipment and services quoted by the Bidder in the Commercial Bid submitted by him in respect of NICL/IT/RFP/Cloud/21/2024 and/or mentioned in the Contract
S	"LOI" means issuing a Letter of Intent which shall constitute the intention of the Purchaser to place the purchase order with the successful Bidder for NICL/IT/RFP/Cloud/21/2024 .
T	The 'Order' or 'PO' means the Purchase Order issued in favor of the Supplier in respect of NICL/IT/RFP/Cloud/21/2024 .
U	<p>The term 'Goods/Solution' are interchangeable and means all the,</p> <ol style="list-style-type: none"> Deliverables complying with technical requirements specified in this document, forming part of the Private Cloud Solution requirements as mentioned in this RFP and as applicable under Scope of Work in respect of NICL/IT/RFP/Cloud/21/2024, which the Supplier is required to supply, upgrade, install/implement, configure, commission, maintenance/support at the various locations of the Purchaser under the order/contract in respect of NICL/IT/RFP/Cloud/21/2024. <p>The Term "Solution" also includes all the Components in NICL DC, and, DR and other NICL locations as defined hereunder:</p> <ol style="list-style-type: none"> Respective Hardware, peripherals, associated software, licenses: All the associated equipment, BOQ - A: DC, BOQ - B : DR, BoQ - C: Optional - 1, BoQ - D: Optional - 2, Licenses, Connectors, CAL, firmware, all other hardware peripherals required for operation of the items proposed by the Bidder as part of the respective Solution and supplied under the order/contract

National Insurance Company Limited Registered & Head Office: Premises No.18-0374, Plot No. CBD-81, New Town, Kolkata-700156

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| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

- b. Includes updates, upgrades to ensure secure operations, prevent obsolescence (E-O-L viz. End of Life, E-O-S viz. End of Support) of the Components as applicable and extending the capabilities of NICL's Cloud Solution, as applicable. The Project Period is **5 years extendable by 2 years** .

***Explanatory:** In case to run the solution proposed by the Bidder, any associated equipment, BOQ - A: DC, BOQ - B : DR, BoQ - C: Optional - 1, BoQ - D: Optional - 2, Licenses, Connectors, CAL, firmware, other hardware peripherals (are required for operation of the items), which are not specifically mentioned in BoM (and its amendments, including amendments in sub-sections of Commercial Bid), the same should be provisioned by the Bidder at no additional cost other than as proposed in the Annexure-10, Commercial Bid, its sub-sections and amendments.*

While factoring the components, bidder should factor in updates, upgrades to ensure secure operations, prevent obsolescence (E-O-L viz. End of Life, E-O-S viz. End of Support) of the Components as applicable.

This is applicable for the entire contract period.

The term 'Solution' shall also include 'Service',

- such as successful supply, upgrade, installation/implementation, configuration, commissioning, maintenance/support,
- manpower and such obligations of the Supplier covered under the order/contract
- Includes services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, and are complying with requirements specified in this document, within defined timelines and as per defined matrices, and as applicable under Scope of Work in respect of NICL/IT/RFP/Cloud/21/2024.

For the purpose of the RFP, the term "Branch" shall include any office location of NICL other than DC, and DR.

V Integration' means seamless combination of existing infrastructure with newly procured infrastructure without any gap as applicable under Scope of Work and Minimum Technical Specifications in respect of NICL/IT/RFP/Cloud/21/2024.

'Successful Installation' means Installation (hot-testing), Configuration as per the specifications and functionalities, scope mentioned in RFP, integration with existing solutions thereby leading to Commissioning. The day the solution is commissioned that is fully functional as per the above, is for the purpose of this RFP - the successful installation date.

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	<p>In case, where installation is put on hold because of NICL requirements (which might include delay due to site not being ready or inability to provide downtime) and it is not feasible to hot-test the equipment at the location, for the purpose of this RFP, it will be taken as deemed to be successfully installed i.e. Commissioned.</p> <p>However, the Supplier is responsible for final installation at the location as specified by NICL at a future date at no additional cost. Day2 Operations including Support will be counted from the data of successful installation i.e. Commissioning.</p>
W	“Site” shall mean the location(s)/NICL Offices for which the Contract has been issued in respect of NICL/IT/RFP/Cloud/21/2024 and where the service shall be provided as per Contract/Agreement.
X	“Documentary evidence” means any matter expressed or described upon any substance by means of letters, figures or marks intended to be used for the recording of that matter and produced before a court.
Y	“Ineligible Bidders” - Any Bidder who has within the period of last 2 years (counted from the date of publication of the RFP) has refused to accept Purchase Order or having accepted Purchase Order failed to carry out the obligations mentioned therein or denied or failed to provide product and/or services after being adjudged as the L1 Bidder in any RFP process, is debarred from participating in this RFP . Bid if any, from any such Bidder will be automatically rejected.
Z	NICL reserves the right to extend the last date/time for submission of bids or modify / relax the conditions stipulated in this document through email and/or website information update.

2.2 GT&C - Price Schedule:

A	All quotes are to conform to the format as per Price Schedule also referred as Commercial Bid, Annexure 8 – Commercial Bid Letter , Annexure 9 – Commercial Bid Particulars and, Annexure 10 – Commercial Bid in respect of NICL/IT/RFP/Cloud/21/2024 .
B	All Inclusive Price of the Solution in respect of NICL/IT/RFP/Cloud/21/2024 will comprise of all Services, Hardware and accessories where applicable, license fees of all required software including BOQ - A: DC, BOQ - B : DR, BoQ - C: Optional - 1, BoQ - D: Optional - 2, Connectors, Core, CAL and all other hardware, software, licenses as applicable, including in-built capabilities to ensure updates, upgrades for secure operations, prevent obsolescence (E-O-L viz. End of Life, E-O-S viz. End of Support) of the Solution, On-Site Comprehensive Support (as per Specified Periods) where applicable, and should take into account price/charges as specified in the Commercial Bid, in respect of NICL/IT/RFP/Cloud/21/2024 .
C	The ‘Grand Total’ Price as specified in Price Schedule or Commercial Bid, refer Consolidated: Commercial Bid in respect of NICL/IT/RFP/Cloud/21/2024 must take into consideration all the components required in respect of the RFP (all the BOQ - A: DC, BOQ - B : DR, BoQ - C: Optional - 1, BoQ - D: Optional - 2, Connectors, Core, CAL and all other hardware, software, licenses if any required for operation of the Solution as per Scope of Work : and its sub-sections should be factored-in by the Bidders for 5 years period including manpower, upgrades to ensure secure operation of the solution, prevent obsolescence of the solution or

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| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

	any of its components, without any additional cost to NICL) and all the subsections of, Annexure 10 – Commercial Bid .
D	Any other taxes / levies such as octroi / entry tax etc., payable at the place of delivery will be reimbursed on actual basis (wherever applicable at the place of delivery) subject to production of original document / receipt issued by appropriate authority. In case any waybill or road permit is to be obtained, the Supplier shall make necessary arrangements for obtaining the same.
E	The Supplier is required to submit their bids after carefully examining the documents/conditions. The Supplier must obtain for himself on his own responsibility and at his own expenses all the information necessary to enable him to prepare and submit a proper quotation.
F	It will be the responsibility of the Supplier to take care of all formalities, if any, necessary as per orders of any government/non-government authority in force at the point of time of delivery.
G	The Selection of Supplier would be through the process as laid down in GT&C – Selection of Supplier :
H	The detailed breakup of price quotes is to be furnished along with the Price Schedule by the Bidder in respect of NICL/IT/RFP/Cloud/21/2024 .
I	<p>The Supplier shall agree to maintain the price and configuration of all the third party software components supplied in respect of NICL/IT/RFP/Cloud/21/2024 under this document for one (1) year from the date of opening of the Commercial Bid. For the rest of the project period, the terms of the ERV Clause will apply (also refer, Amendment to Bid Document and other Conditions). For all other components forming part of the OEM's Private Cloud Solution, prices will be valid for the project period up to the projected end capacity for individual growth components. For the respective end capacity, the Bidder should however factor in a growth factor of minimum 10% per year for the hardware provisioned in the Private Cloud.</p> <p>However, should there be a fall in the prices between the date of submission of bid and the date of delivery of the Solution ordered for in respect of NICL/IT/RFP/Cloud/21/2024 , on account of revision in prices in Services, Hardware / Software and any other components or on account of revision in duties and taxes or for any other reason whatsoever, the benefit shall be passed on to NICL.</p>
J	Repeat order of any of the components of the Solution in respect of NICL/IT/RFP/Cloud/21/2024 , may be placed with the Supplier throughout the term of project period of 5 years, extendable by 2 years on the same Terms & Conditions and mutually agreed prices solely at NICL's discretion . Also refer to other sections.

2.3 GT&C – Bidder to Note:

A	The Bidder/Supplier would maintain appropriate and adequate stand-by equipment and spares for maintenance during the entire On-Site Comprehensive Support, with 6 hours turnaround time (<u>for items hosted in DC, and DR only</u>) to replace the faulty box in respect of the RFP.
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| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

	<p>Letter from OEM stating that the material supplied is brand new and OEM further need to provide the Support certificate for 5 years.</p> <p>Unpriced Bill of Material, <u>MTFS&C: Unpriced Bill of Quantity/Bill of Materials (BoQ/BoM)</u> is to be submitted with the Technical Bid.</p>
B	The Bidder should enclose a Letter of Authority in favor of 'NIC'/'NICL' from the original manufacturers (MAF) as per format provided, and where required as per the RFP conditions.
C	Bids without proper authorization from the Original Equipment Manufacturer (OEM), <u>GT&C – MAF:</u> in respect of NICL/IT/RFP/Cloud/21/2024 shall be treated as non-responsive and rejected forthwith.
D	<p>Arithmetical errors may be rectified on the following basis:</p> <ul style="list-style-type: none"> a. If there is a discrepancy between the unit price and total price, whichever is lower will be taken into account at the time of commercial bid evaluation. b. If there is discrepancy between words and figures, the lowermost figure will prevail. c. Where only total price has been provided, NICL will derive unit price based on division of the total price by the number of units. d. If tax amount does not corroborate with the tax percentage mentioned in the price bid, the tax percentage prevails and the amount shall be corrected up to two decimals. <p>If there is any mismatch between the total value of the sealed envelope and the GeM portal: https://gem.gov.in/, then the bid of the bidder will be rejected.</p> <p>NICL will not be liable for any arithmetic error, and the total as mentioned in the GeM portal: https://gem.gov.in/ will be accepted as the Total cost of the Project.</p> <p>If the bidder misses or forgets to quote rates of any line item, then it is assumed that bidder will provide that service at zero cost to NICL during the contract period.</p> <p>If the Bidder does refuse this procedure, the bid may be rejected.</p> <p>A bid determined not substantially responsive will be rejected by the purchaser and cannot be made subsequently responsive.</p>
E	No consideration will be given to a bid in respect of NICL/IT/RFP/Cloud/21/2024 received after the date and time stipulated by 'NIC'/'NICL' and no extension of time will normally be permitted for submission of bids.

National Insurance Company Limited Registered & Head Office: Premises No.18-0374, Plot No. CBD-81, New Town, Kolkata-700156

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| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

F	Overwriting without proper authentication is not permitted in filling up the bids and may entail rejection of the bids. No price variation/adjustment or any other escalation will be otherwise entertained, unless as per terms of Annexure 8 – Commercial Bid Letter , Annexure 9 – Commercial Bid Particulars and, Annexure 10 – Commercial Bid and all its sub-sections .
G	The Bidder undertakes that in competing for the RFP and if the award is made to the Bidder in executing the contract, the Bidder will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988” and any revision thereof.
H	<p>The Bidder undertakes that in competing for the RFP, the Bidder shall abide by the Code of Integrity as contained in Rule 175 of GFR 2017.</p> <p>No official of a procuring entity or a Bidder shall act in contravention of the codes which includes</p> <p>(i) prohibition of</p> <ul style="list-style-type: none"> (a) Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process (b) Any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided (c) Any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process (d) Improper use of information provided by the procuring entity to the Bidder with an intent to gain unfair advantage in the procurement process or for personal gain (e) Any financial or business transactions between the Bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly (f) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process (g) Obstruction of any investigation or auditing of a procurement process (h) Making false declaration or providing false information for participation in tender process or to secure a contract <p>(ii) Disclosure of conflict of interest</p> <p>(iii) Disclosure by the Bidder of any previous transgressions made in respect of the provisions of sub-clause (i) with any entity in any country during the last three years of being debarred by any other procuring entity</p>
I	Canvassing in connection with bids is strictly prohibited. Bids submitted by Bidders who resort to canvassing are liable to be rejected.

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	Any effort by a Bidder to influence NICL in the bid evaluation, bid comparison or contract award decisions may cause the rejection of the Bidder's bid and blacklisting from participation in future RFPs'.
J	Bidder has to sign an <u>Integrity Pact and Declaration on absence of Conflict of Interest</u> as provided in the RFP document, in original and the same should be submitted along with PRE-Qualification bid as per the formats provided in GT&C - Format for Integrity Pact , GT&C - Format for Declaration by Bidder: Conflict of Interest
K	NATIONAL INSURANCE CO. LTD. DOES NOT BIND ITSELF TO ACCEPT ANY QUOTATION/BID AND RESERVES THE RIGHT TO ACCEPT/REJECT ANY QUOTATION/BID WITHOUT ASSIGNING ANY REASONS THEREFOR.

2.4 GT&C – Selection of Supplier:

A	<p>The RFP will be in two stages, viz., 1st Stage (Pre-Qualification and, Technical) and the 2nd Stage (Commercial bid).</p> <p>NICL shall evaluate Pre-qualification Bid first and shortlist the Bidders who qualify for further evaluation.</p> <p>The Technical Bid shall be evaluated only for those responses that qualify in the Pre-Qualification Bid.</p> <p>Commercial bids of only those Bidders who qualify in the Technical Bid shall be opened at a later date.</p> <p>Any/all Minimum Criteria specified in RFP needs to be fulfilled by the Bidder to proceed to the next stage of evaluation/selection.</p> <p>NICL reserves the right to accept/reject any deviation in the Technical and Commercial Bids of any Bidder.</p> <p>NICL will notify the name of the Bidder, through publication in the company website.</p>
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B	<p>Eligibility Evaluation</p> <p>Pre-Qualification (Eligibility) criterion for the Bidders to qualify this stage is clearly mentioned in Eligible Bidders, Annexure 3 – Bidder Profile, Annexure 4 – Financial Information .</p> <p>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.</p> <p>The Bidders who meet ALL these criteria would only qualify for the second stage of evaluation. The Bidders who qualify in the Pre-Qualification stage will be intimated of their selection and their Technical bids shall be opened at a date and time to be specified later.</p> <p>The decision of NICL shall be final and binding on all the Bidders to this document. NICL may accept or reject an offer without assigning any reason.</p>
C	<p>Technical Evaluation</p> <p>The Technical bids of bidders qualifying the eligibility criteria will be opened and reviewed to determine whether the technical bids are substantially responsive, evaluation of the Technical Bid submitted along-with compliance to the Minimum Technical Specifications mentioned for each of the products/solutions, as applicable. Where details have been sought, the Bidder should provide specific responses. Presentation by the Bidders on their solution and understanding of the Project, if required by NICL. Demonstration of functionalities as per NICL's requirements, if required by NICL.</p> <p>Bids that are not substantially responsive are liable to be disqualified at NICL's discretion.</p> <p>A masked copy of the original commercial offer, MTFS&C: Cloud Solution and all its sub-sections, are to be submitted with the Technical Bid, failing which the bid will be rejected.</p> <p><u>The masked copy should not contain price related information, failing which the bid will be rejected outright.</u></p> <p>The technical soundness of Bidder's proposals will be rated as per the Scoring Matrix below.</p>
D	<p>Bidders scoring at least the minimum score in each section mentioned in the table above and an overall score of 50 marks or more will be declared technically qualified. The bidders scoring less than</p>

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| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

50 marks (cut-off score) out of 100 marks in the technical evaluation shall not be considered for further selection process and their offers will be dropped at this stage. Bidders should score minimum as mentioned in the above table.

Bidder needs to provide 100% compliance to the **Scope of Work: and all its sub-sections**. Any Deviation and Non Conformance to the requirement of may lead to the disqualification at NICL Discretion. Unreasonable Scope limitation which defeats the purpose of this RFP and will lead to disqualification.

By submitting the RFP and No deviation certification as per **Annexure 7 – Statement of Deviation from RFP Terms and Conditions** it is confirmed that bidder has given 100% complied to the Scope, terms & condition, Project Timelines and SLA mentioned in the RFP and subsequent Corrigendum. Any deviation in the same will lead to disqualification.

The Technical Score will be calculated based on the Technical Evaluation Metric mentioned above. The Highest Technical Score (TB) will be given a Technical score (ST) of 100 points. The technical scores of other Bids will be computed as follows: a. **$ST = 100 \times F / TB$ (F = Technical Score of the bidder)**

NICL will calculate the technical scores up to two decimal points only and then **NICL will round off the decimal points**. If the last digit is less than 5, it will be rounded to the number below. However, if it's 5 or more then it would be rounded off to the next number up. So, if the number is followed by 5, 6, 7, 8, 9, it will be rounded to the next number up. And if it is followed by 0, 1, 2, 3, 4 it will be rounded to the number down. Commercial proposals from technically short-listed Bidders will then be opened.

F

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 NICL's discretion. The total cost of ownership for the purpose of evaluation shall be calculated over the contract period.

The lowest Commercial Bid (CB) will be given a financial score (Sf) of 100 points. The financial scores of other Bids will be computed as follows:

$Sf = 100 \times CB / F$ (F = amount of Commercial Bid)

National Insurance Company Limited Registered & Head Office: Premises No.18-0374, Plot No. CBD-81, New Town, Kolkata-700156

Visit us at: <https://nationalinsurance.nic.co.in>

| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

The Final Bidder will be chosen as per the formula mentioned under section “Final Evaluation - Weighted Techno-Commercial Evaluation” Bidders need to note that the **Bill of material with complete bifurcation of Price which is mentioned in GeM portal: <https://gem.gov.in/>** (and as **Consolidated Commercial Bid**, refer **Annexure 10 – Commercial Bid and all its sub-sections**) needs to be submitted at NICL Office (address mentioned in RFP). This must be submitted with proper labeling, seal, sign and stamped.

Bidder needs to note that the (**Consolidated Commercial Bid**, refer **Annexure 10 – Commercial Bid and all its sub-sections**) needs to be submitted physically on the same date and time which is the RFP submission date and time. If any bidder fails to submit the same the bid will be rejected.

Bidder needs to note that Amount (**Consolidated Commercial Bid** amount on **GeM portal: <https://gem.gov.in/>**) and the total of bifurcation mentioned in the **Annexure 10 – Commercial Bid and all its sub-sections** - has to tally till 2 decimal places. If any discrepancy is found that bid will be rejected.

G

Final Evaluation - Weighted Techno-Commercial Evaluation

The Proposals will be finally ranked according to their combined Technical Score(s) and Financial Score as follows:

$$S = ST \times Tw + SF \times Fw$$

Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that shall be 0.70 and 0.30 respectively. ST and SF will be calculated for individual bidders, as per description in **GT&C – Selection of Supplier:** respectively. The Bidder with the highest Final score shall be considered for award of the Contract.

For example: Four vendors namely A, B, C and D participated in the bid process and their technical score are as under: A=70, B=85, C= 95, D=40

After converting them into percentile, we get

$$ST \text{ for A} = (70/95) \times 100 = 74$$

$$ST \text{ for B} = (85/95) \times 100 = 89$$

$$ST \text{ for C} = (95/95) \times 100 = 100$$

$$ST \text{ for D} = (40/95) \times 100 = 42$$

The Commercial Bid Price of the Vendors are as under: A= Rs. 15000, B= Rs. 20000, C= Rs. 25000, D= Rs. 12000. After commercial Evaluation process , the final cost (lower cost quoted in price bid, in this case if it is Rs 12000) quoted by the bidders converted into percentile score shall be as under:

$$SF \text{ for D} = (12000/12000) \times 100 = 100$$

$$SF \text{ for A} = (12000/15000) \times 100 = 80$$

$$SF \text{ for B} = (12000/20000) \times 100 = 60$$

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| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

SF for C= $(12000/25000)*100 = 48$

As the weightage for technical parameter and cost are $T_w = 70\%$ and $F_w = 30\%$ respectively, the final scores shall be calculated as under:

S for A= $(74*0.7 = 52) + (80*0.3=24) = 76$

S for B= $(89*0.7=62) + (60*0.3=18) = 80$

S for C= $(100*0.7=70) + (48*0.3=14) = 84$

S for D= $(40*0.7=28) + (100*0.3=30) = 58$

Hence, the offer of 'C' (being the highest score) would be considered and the contract shall be awarded to 'C' at Rs. 25000 being the Commercial bid price quoted by C.

Scoring Matrix

Sl. No.	Criteria	Technical Evaluation Parameter	Evaluation Methodology
			(A) For 5 Financial Year (2019-20, 2020-21, 2021-22, 2022-23 and 2023-24)
	Bidder to Note: <ul style="list-style-type: none"> In case of merger or acquisition, financials of merged or acquired companies may be considered in case of new companies. In case the Bidder is a wholly owned subsidiary, then the relevant financials of the parent company would be considered for compliance. 		
1	Bidder's Financial Criteria (1)	The Bidder should have a Positive net worth in the last 5 years (2019-20, 2020-21, 2021-22, 2022-23 and 2023-24) (Max – 5 Marks)	● In all 5 Financial year: - 5 Marks
			● Any 4 out of 5 Financial Year: - 3 Marks
			● Any 3 out of 5 Financial Year: - 2 Marks
			In case of merger or acquisition, financials of merged or acquired companies may be considered in case of new companies.
			Bidder should provide audited financial accounts in each of the last five financial years (2019-20, 2020-21, 2021-22, 2022-23 and 2023-24)
2	Bidder's Financial	The Bidder should have an Operating Profit in the last 5 years	● In all 5 Financial year: - 5 Marks
			● Any 4 out of 5 Financial Year: - 4 Marks

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| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

	Criteria (3)	(2019-20, 2020-21, 2021-22, 2022-23 and 2023-24) (Max – 5 Marks)	<ul style="list-style-type: none"> Any 3 out of 5 Financial Year: - 3 Marks <p>In case of merger or acquisition, financials of merged or acquired companies may be considered in case of new companies.</p> <p>Bidder should provide audited financial accounts in each of the last five financial years (2019-20, 2020-21, 2021-22, 2022-23 and 2023-24)</p>
3	Bidder's Technical Criteria (1)	<p>Is the Bidder an established Information Technology company and in operation for at least 10 years in India as on 31.03.2024. (Max – 10 Marks)</p> <p>In case the Bidder is a wholly owned subsidiary, then the relevant documentation of the parent company would be considered for compliance and scoring</p>	<ul style="list-style-type: none"> 10 years - 10 Marks 8 years - 8 Marks 5 Years - 6 Marks
4	Bidder's Technical Criteria (2)	<p>The bidder should have CMMi Certification (Max – 10 Marks)</p> <p>In case the Bidder is a wholly owned subsidiary, then the relevant documentation of the parent company would be considered for compliance and scoring</p>	<ul style="list-style-type: none"> CMMi Level 5 Certificate – 10 Marks CMMi Level 3 Certificate – 6 Marks
5	Bidder's Technical Criteria (3)	The Bidder/group company should have manpower with certifications in Cloud Technologies and certifications on RHCSA, RHCE, VMWare Certified Professionals in	<ul style="list-style-type: none"> 20 certified professionals - 10 Marks 15 certified professionals - 8 Marks 10 certified professionals - 6 Marks 5 certified professionals - 3 Marks

National Insurance Company Limited Registered & Head Office: Premises No.18-0374, Plot No. CBD-81, New Town, Kolkata-700156

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| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

		<p>Data Center Virtualization or, similar best-in-class Virtualization Platforms of other global OEMs etc.</p> <p>In case of mergers / acquisitions / de-mergers / restructuring or name change, the employees of the Group Company will be considered for compliance.</p> <p>Documents required:</p> <ul style="list-style-type: none"> • Declaration from HR along with proof of certifications • Resume <p>(Max – 10 Marks)</p>	
6	Bidder's Technical Criteria (4)	<p>The bidder should have successfully supplied and installed or maintained Private Cloud Infrastructure / Infrastructure as Service for any Ministry /Department of Govt. Of India / State Governments / Public Sector BFSI / PSU / Private Sector BFSI/. Multiple POs would also be counted for the purpose of this bid.</p> <p>Documents required:</p> <ul style="list-style-type: none"> • Purchase Order / Contract - multiple POs would be considered • Project Sign off / Installation Report / Customer Letter <p>NICL may write to customer contact (as provided by Bidder /</p>	<ul style="list-style-type: none"> • Minimum of 50 qty physical server, storage, storage network, backup subsystem /appliances at Customer's DC/DR- 15 Marks • Minimum of 30 qty physical server, storage, storage network, backup subsystem /appliances at Customer's DC/DR - 12 Marks • Minimum of 20 qty physical server, storage, storage network, backup subsystem /appliances at Customer's DC/DR- 10 Marks • Minimum of 15 qty physical server, storage, storage network, backup subsystem /appliances at Customer's DC/DR - 8 Marks • Minimum of 10 qty physical server, storage, storage network, backup subsystem /appliances at Customer's DC/DR - 6 Marks

National Insurance Company Limited Registered & Head Office: Premises No.18-0374, Plot No. CBD-81, New Town, Kolkata-700156

Visit us at: <https://nationalinsurance.nic.co.in>

| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

		OEM) to verify. Bidder / OEM to follow up with the customer for prompt response. (Max – 15 Marks)	
7	OEM Technical Criteria (1)	<p>The Private Cloud OEM should have successfully deployed and managed a contract for their Server as a service, Storage as a service in at least 2 (two) DC or, DR of customer's comprising the Ministry /Department of Govt. Of India / State Governments / Public Sector BFSI / PSU / Private Sector BFSI/ during the last 5 Financial Years 2019-20, 2020-21, 2021-22, 2022-23 and 2023-24. Multiple POs counted for the purpose of this bid.</p> <p>Documents required:</p> <ul style="list-style-type: none"> ● Purchase Order / Contract - multiple POs would be considered ● Project Sign off / Installation Report / Customer Letter <p>NICL may write to customer contact (as provided by Bidder / OEM) to verify. Bidder / OEM to follow up with the customer for prompt response. (Max – 15 Marks)</p>	<ul style="list-style-type: none"> ● Minimum of 6 Customers - 15 Marks ● Minimum of 4 Customers - 12 Marks ● Minimum of 2 Customers - 9 Marks

National Insurance Company Limited Registered & Head Office: Premises No.18-0374, Plot No. CBD-81, New Town, Kolkata-700156

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| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

9	Presentation	Bidder's Technical Presentation (Overall Solution) (Max – 30 Marks)	The bidders of this RFP have to give a presentation / interactions before the panel of representatives of NICL on the methodology/approach, time frame for various activities, strengths of the bidders on such projects The technical competence and capability of the bidder should be clearly reflected in the presentation. If any short-listed bidder fails to make such a presentation, they will be disqualified from the selection process. (Minimum 15 Marks)
			• Understanding of NICL's business and Operating environment (6 Marks)
			• Demonstration of organization capability for the proposed initiative (7.5 Marks)
			• Demonstration of value proposition offered in the bid which shall enable the success of the project (6 Marks)
			• Project timelines (3 Mark)
			• Detailed Solution Capability and approach (7.5 Marks)

Sl. No.	Evaluation Criteria	Maximum Marks	Minimum Marks
1	Bidder's Financial Criteria	10	5
2	Technical Criteria	60	30
3	Presentation	30	15
	Total	100	50

2.5 Intentionally Kept Blank:

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| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

2.6 GT&C – Deadline for submission of Bids:

A	NICL must receive bids at the specified address not later than the time and date specified in the Section - Important Dates and Information In the event of the specified date for the submission of Bids being declared a holiday for NICL, the bids will be received up to the appointed time on the next working day.
B	NICL may, at its discretion, extend this dead-line for the submission of Bids, in which case all rights and obligations of NICL and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
C	Late Bids : Any bid received by NICL after the deadline for submission of bids prescribed by NICL will be rejected and returned unopened to the Bidder.

2.7 GT&C – Modification of Bids:

A	The Bidder may modify its bid after the bid's submission, provided that NICL receives written notice of the modification including substitution of the Bids prior to the deadline prescribed for submission of bids.
B	The Bidder's request for modification may be submitted by e-mail but followed by a signed confirmation copy, postmarked no later than the deadline for submission of bids.
C	No bid may be modified subsequent to the deadline for submission of Bids.

2.8 GT&C – Delivery Schedule:

S.N.	Phase Activities	Maximum Timelines
1	Supply of Cloud Solution: Hardware, peripherals, associated software, licenses etc - as applicable (NICL locations as applicable)	T + 12 weeks
2	Installation, Configuration, Commissioning of Cloud Solution with peripherals, associated software, licenses etc -	T + 24 weeks in DC, and DR as applicable; subject to respective go-ahead from NICL
3	Dedicated manpower in NICL as per requirements mentioned in the RFP	T + 16 weeks

2.9 GT&C – Place of Delivery and Installation:

Place of Delivery (Supply) and Installation - Delivery and installation of goods should be made by the Supplier at various locations of 'NIC'/'NICL' across the country as may be specified in the Purchase Order and subsequent Go-Ahead/s.

National Insurance Company Limited Registered & Head Office: Premises No.18-0374, Plot No. CBD-81, New Town, Kolkata-700156

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| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

Initial delivery of items may also be taken at NIC-HO/DC/DR/ NICL's other location or staged at Supplier's location and as and when required the equipment may be dispatched to location/s identified by NICL within the contractual period. As and when requested by NICL, the Supplier shall be responsible for all such delivery and bear all costs for storage, insurance, transportation, insurance cover during transportation of such items. Also Refer to other sections.

2.10 GT&C - Delivery of documents:

The Supplier shall furnish the following documents to 'NIC'. Original copies of:

A	Invoice showing NICL's Purchase Order (PO) reference, goods description, quantity, unit price and total amount.
B	Delivery Challans.
C	Installation Certificates authenticated by 'NIC'/'NICL' officials
D	Software licenses for utility/system software, where applicable
E	Format of Support
F	Manuals, media (e.g. OEM Recovery CD etc.) and all relevant accessories, where applicable

2.11 GT&C - Terms of Payment:

The Head Office (HO) will make payment, pertaining to the Solution delivered to the various locations of the 'NIC'/'NICL' across the country.

A	<p>The successful Bidder should submit Performance Bank Guarantee (PBG) of 10% of 'Contract Value', (as per format given within 14 working days of issue of Purchase Order). Once the contract has been signed by both the parties, the bidder needs to notarize the contract within 7 days and return to NICL.</p> <p>Failure to submit the PBG within the mentioned period may cause the cancellation of the Purchase Order and forfeiture of the EMD.</p> <p>Once this PBG i.e. 10% of Annual Contract Value, in the form of Bank Guarantee is received by NICL, the EMD as Bid Security in respect of NICL/IT/RFP/Cloud/21/2024 will be returned to the successful Bidder.</p>
B	<p>Payment shall be released by HO against submission of the following:</p> <ol style="list-style-type: none"> A PBG of 10% of Annual Contract Value in the form of BG valid for 5 years, extendable by 2 years. Successful Delivery, Installation and Commissioning of the Solution in respect of NICL/IT/RFP/Cloud/21/2024 at each of the locations within the scheduled installation period.

National Insurance Company Limited Registered & Head Office: Premises No.18-0374, Plot No. CBD-81, New Town, Kolkata-700156

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| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

	<p>c. The successful Bidder on successful delivery of the services for each quarter shall submit location wise Quarterly invoices along with the following supporting documents against invoices - Documents to be submitted along with invoice:</p> <ul style="list-style-type: none"> ● Installation and acceptance report (applicable only for initial installation/hardware refresh /hardware augmentation). ● Usage Reports for billing period for respective data centers i.e. DC and DR. ● System availability report as per SLA of respective Data Centre. ● Capacity consumption report of respective Data Centre. ● Non-performance deductions (Liquidated Damages, GT&C - Liquidated Damages;) document. ● Any other document specifically mentioned in the Contract or supporting documents in respect of other claims (if any), permissible under the Contract. ● The payment for the 3rd Quarter (from the start of the Project) will be released after submission of the Audit Report by the Bidder (refer Audit requirements defined elsewhere in the document). <p>d. All invoices shall be due and payable to the bidder within 30 days from the date of receipt of invoice along with all the supporting documents duly certified.</p> <p>e. Payment for variable components, as mentioned in Price break up sheet, as per Band pricing shall be made towards minimum committed capacity or actual usage, whichever is higher.</p> <p>f. In case of “compute servers”, Storage the billing shall be done on respective UoM.</p> <p>g. In the event of failure/malfunctioning of the metering tool and non-availability of usage data for a given period for variable components, payment shall be made only for respective minimum commit as mentioned in Price break up sheet.</p> <p>h. If system installation services are delayed for a cause not attributable to bidder/OEM, on the 60th day from the delivery of the system, invoicing will commence.</p> <p>i. In case, where installation is put on hold because of NICL requirements (which might include delay due to site not being ready or inability to provide downtime), the equipment may be hot-tested (powered on, functionality checked, where applicable) at a location as mentioned by NICL. However, the Supplier is responsible for final installation at the location as specified by NICL at a future date at no additional cost.</p>
C	'NICL' will make no advance payment.
D	An Agreement/Contract between NICL, and the Supplier shall be executed within 14 working days of issuance of Purchase Order.

National Insurance Company Limited Registered & Head Office: Premises No.18-0374, Plot No. CBD-81, New Town, Kolkata-700156

Visit us at: <https://nationalinsurance.nic.co.in>

| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

	Submission of Contract in respect of NICL/IT/RFP/Cloud/21/2024 is a prerequisite to be complied with, prior to release of payment.
E	All bids are to be submitted in Indian Rupees. NICL will make all payments in Indian Rupees Only.
F	NICL will make all payments to the Supplier through NEFT/RTGS Only.

2.12 GT&C - Payment Manner:

Payment in respect of procurement in respect of NICL/IT/RFP/Cloud/21/2024 will be made in the following manner:

Also refer, [Methodology "Pay per Use" Model: SoW](#)

Also refer, [Annexure 10 – Commercial Bid](#)

Deliverables	Milestones
Commercial - A	Quarterly in Arrears
Commercial - B	Quarterly in Arrears
Commercial - C - Optional - 1	Quarterly in Arrears
Commercial - C - Optional - 2	One Time payment of the specific optional item, procured
Manpower	Manpower charges will be paid quarterly in arrears

2.13 GT&C - Documents to be produced for the release of payment:

The successful Supplier's request for payment in respect of NICL/IT/RFP/Cloud/21/2024 , should be made to 'NIC'/'NICL' HO IT Department in writing accompanied by the following documents in ORIGINAL:

- Execution of Contract between NICL and Successful Supplier in respect of NICL/IT/RFP/Cloud/21/2024 , which will remain valid for the initial **project period of 5 years, extendable by 2 years on the same Terms & Conditions and mutually agreed prices solely at NICL's discretion.**
- The contract shall start with effect **from 60 days after delivery of all the items** under procurement, refer [GT&C – Delivery Schedule](#):

National Insurance Company Limited Registered & Head Office: Premises No.18-0374, Plot No. CBD-81, New Town, Kolkata-700156

Visit us at: <https://nationalinsurance.nic.co.in>

| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

- c. A PBG of 10% of Annual Contract Value in the form of **BG valid for 5 years, extendable by 2 years (5 Years Support)**.
- d. Letter from OEM in their Letterhead confirming that the Supplier has purchased On-Site Comprehensive Support from them and has extended the same to NICL.
- e. Letter from OEM stating that the material supplied is brand new and OEM further need to provide the Support certificate for 5 years.
- f. Delivery Challans, countersigned by NICL Official
- g. Installation Certificates, countersigned by NICL Official
- h. Invoice to HO pertaining to the Solution delivered in respect of NICL/IT/RFP/Cloud/21/2024 to the various locations of 'NIC'/'NICL' across the country.
- i. Proof of Payment of Taxes / Octroi / Levies, if any.
- j. Software licenses for Utility / System Software and / or any other licenses, where applicable.
- k. Supply of Manuals, media, etc. with accessories where applicable.
- l. **Solution Documents ["Solution Implementation Plan Document (SIP)", "Solution Ready for Use Document (SRFU)", "Solution Migration Plan" Document (SMP)] with Diagram in respect of Supply, Installation, Configuration, Migration, Commissioning, Maintenance of Cloud Solution.**

2.14 GT&C - Availability of Product and Spares:

A	<p>The product/configuration/solution offered should be available during the validity of the project period of 5 years, extendable by 2 years on the same Terms & Conditions and mutually agreed prices solely at NICL's discretion.</p> <p>Product brochures and details should be enclosed in technical documents.</p> <p>Spares for the product offered should be available for a project period of 5 years, extendable by 2 years on the same Terms & Conditions and mutually agreed prices solely at NICL's discretion.</p> <p>OEM's declaration to the effect to be produced by Supplier before release of payment.</p>
B	<p>However, in case the product/configuration/solution (other than for items under AMC) offered as part of the RFP is discontinued (within the project period of 5 years, extendable by 2 years and/or, the product/configuration is suffering some malfunction by which it is not able to provide the full features/functions being sought as per Technical Specification), the Supplier should provide free-of-cost replacement with new model with better configuration.</p>

2.15 GT&C - Warranties:

A	<p>The Supplier should also guarantee that the Goods (equipment and its accessories) supplied are new, unused and conform to technical specifications of design, materials and workmanship as mentioned in the bid offer. The Supplier should also guarantee that the Goods should perform satisfactorily (i.e. provide the full features/functions) as per requirements mentioned in the Technical Specification of the</p>
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	<p>RFP. The Hardware & Software quoted in this RFP, should be under comprehensive on-site Support throughout the project period of 5 years, extendable by 2 years on the same Terms & Conditions and mutually agreed prices solely at NICL's discretion.</p> <p>Also refer Minimum Technical, Functional Specification and Compliance (MTFS&C) and Commercial Bid</p>
B	<p>The Supplier should also guarantee that all the software, including all the items mentioned in BOQ - A: DC, BOQ - B : DR, BoQ - C: Optional - 1, BoQ - D: Optional - 2, Licenses, Connectors, CAL, firmware and all other hardware, peripherals required for the operation of the solution and as applicable, supplied by the Supplier is licensed and legally obtained.</p>
C	<p>The Support for all practical purposes in respect of devices would mean On-Site Comprehensive Support free of charge, shall start and remain valid for a project period of 5 years, extendable by 2 years on the same Terms & Conditions and mutually agreed prices solely at NICL's discretion, unless otherwise specified, after the goods have been delivered, installed, commissioned and accepted.</p> <p>Such On-Site Comprehensive Support as applicable shall also include free of cost transportation and replacement of malfunctioning parts of the product/configuration/solution. Comprehensive On-Site Support for project period of 5 years, extendable by 2 years on the same Terms & Conditions and mutually agreed prices solely at NICL's discretion as applicable, includes but not limited to OS upgrade, 24 x 7 x 365 access.</p>
D	<p>If any particular product/configuration/solution is suffering some malfunction (by which it is not able to provide the full features/functions being sought as per Technical Specification of the RFP for more than twice in a year, NICL may ask the Supplier to replace the product/configuration/solution and the Supplier shall replace the same with another brand new item of same/higher configuration at no extra cost to NICL.</p> <p>Also refer, Cloud Solution: SoW: SLA - Service Level Agreement</p>
E	<p>Support should not become void if NICL buys any other supplementary hardware from a third party and installs it with these equipment. However, the Support will not apply to such hardware items installed.</p>
F	<p>The product/configuration/solution equipment should not be declared End-of-Life and End-of-Support for a period of at least 5 years from the date of bid submission.</p> <p>Spares for the hardware should be available for a minimum period of 7 years from the date of installation of the Hardware irrespective of whether the equipment is manufactured by the Selected Bidder or procured from any OEM. The entire responsibility will rest on the selected Bidder for servicing and proper functioning of the equipment supplied. During specified tenure, if it is found that spares or support of hardware is EOSL and is not available, then the existing hardware will have to be replaced by an equivalent or higher model by the Selected Bidder at no extra cost to NICL.</p>

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	A declaration to this effect from the respective OEM must be submitted as part of the Bidder's response.
G	In case of replacement of devices covered under Support where the product (software/hardware as applicable) has been declared vide end-of-support notification, they should be replaced with product with next higher specification
H	In case of repeat order within the ambit of item quoted in the RFP, where the product has been declared vide end-of-sale notification, should be replaced with product with next higher specification
I	Bidders have to quote products with Support for project period of 5 years, extendable by 2 years on the same Terms & Conditions and mutually agreed prices solely at NICL's discretion, i.e. Support which needs to be <u>back lined with the respective OEM (Check Undertaking of Back-lining, Section - GT&C – Back-lining)</u>. Bidder needs to submit the direct OEM confirmation in this regard confirming the same to NICL.
J	Payment will be released based on the above confirmation only.

2.16 GT&C - Guarantee:

The guarantee shall cover the following, where applicable:

- Quality, strength and performance of supplied materials and equipment.
- Safe electrical and mechanical stresses, on all parts of the equipment under all conditions of operation.
- Prompt service during maintenance period for repairs and breakdown.

2.17 GT&C - Maintenance during Support Period:

A	The On-Site Comprehensive Support as applicable, will be for a project period of 5 years, extendable by 2 years on the same Terms & Conditions and mutually agreed prices solely at NICL's discretion. Letter from OEM stating that the material supplied is brand new and OEM further need to provide the Support certificate for 5 years.
B	The Supplier shall ensure Support services for the Solution under NICL/IT/RFP/Cloud/21/2024 , are as per details in the RFP.
C	If Supplier fails in replacement of the defective parts within the defined time frame as mentioned above, from the date of attending the call, then the Purchaser has the right to en-cash the Performance Bank Guarantee without endangering any provisions of Support written or otherwise expressed and the concerned Support will remain in full force.
D	Also refer Service Level Agreement (SLA), Minimum Technical, Functional Specification and Compliance (MTFS&C) and Commercial Bid

2.18 GT&C - Intellectual Property Rights:

A	Intellectual Property Rights:
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- a. The Supplier must have ownership or obtain all necessary copyright and other Intellectual Property Right permissions before making any Third-Party Material available for the purpose of performance of services under this RFP and resulting contract. In case the Supplier is providing any software as part of contracted material and which is not its proprietary software, then the Supplier must submit evidence to the satisfaction of NICL in the form of agreement it has entered into with the software vendor which includes support from the software vendor for the proposed software for the full period required by NICL.
- b. **NICL ownership of Intellectual Property Rights in Contract Material**
 - i) All Intellectual Property Rights in the Contract Material shall vest in NICL;
 - ii) to the extent that NICL needs to use any additional Material provided by the Bidder to receive the full benefit of the Services (including the Contracted Material), the Bidder grants to, or must obtain for, a world-wide, royalty free, perpetual, nonexclusive license to use, reproduce, adapt, modify and communicate that additional Material.
- c. **Responsibility of the successful bidder:** It would be the responsibility of the bidder to ensure that it has legal, valid and current rights to provide all the deliverables as sought under this RFP. NICL acknowledges that, save as expressly provided elsewhere in this RFP, all Intellectual Property Rights in relation to the software, its documentation, development, coding and any adaptations, translations and derivative work, whether a copyright, trade mark, patent, trade secret design or otherwise, provided to NICL by the bidder during, in connection with or in relation to fulfilling its obligations under this RFP will belong to and shall remain a property of the bidder or its licensor, except under the condition when NICL has taken possession of the software through its rights bestowed upon by an Escrow arrangement.
- d. **Liability of the bidder:** The bidder shall be responsible for all due permissions, authorizations and consents from any third party licensors of software provided by the bidder for this project. The liability of the bidder, regardless of the nature of the action giving rise to such liability and in case of claims against NICL arising out of misconduct or gross negligence of the bidder, its employees and subcontractors or through infringement of rights, patents, trademarks, copyrights, Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.
- e. **Rights in Bidder's Pre-existing IPR:** There shall be no assignment or transfer of any Bidder's pre-existing IPRs (including any amendments, modifications or enhancements thereto) pursuant to this Agreement. All IPR including the source code and materials developed or otherwise obtained independent of the efforts of a party under this Agreement ("pre-existing work") including any enhancement or modification thereto shall remain the sole property of that party. During the

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performance of the services for this agreement, each party grants to the other party (and their subcontractors as necessary) a non-exclusive license to use, reproduce and modify any of its pre-existing work provided to the other party solely for the performance of such services for duration of the term of this Agreement. Except as may be otherwise explicitly agreed to in a statement of services, upon payment in full, the bidder should grant NICL a non-exclusive, perpetual, fully paid-up license to use the pre-existing work in the form delivered to NICL as a part of the service or deliverables only for its business operations. Under such license, either of the parties will have no right to sell the pre-existing work of the other party to a Third Party. NICL's license to pre-existing work is conditional upon its compliance with the terms of this Agreement and the perpetual license applies solely to the pre-existing work that bidder leaves with NICL at the conclusion of performance of the services

- f. **IPR Warranty** The Bidder warrants that:
 - i. The Contracted Materials and NICL's use of those Contracted Materials, will not infringe the Intellectual Property Rights of any person; and
 - ii. It has the necessary rights to vest the Intellectual Property Rights and grant the licenses as provided in this clause
- g. **Remedy for breach of warranty** If someone claims, or NICL reasonably believes that someone is likely to claim, that all or part of the Contracted Materials infringe their Intellectual Property Rights, the Bidder will, in addition to the indemnity and to any other rights that NICL may have against it, promptly, at the Bidder's expense:
 - i. Use its best efforts to secure the rights for NICL to continue to use the affected Contracted Materials free of any claim or liability for infringement; or
 - ii. Replace or modify the affected Contracted Materials so that the Contracted Materials or the use of them does not infringe the Intellectual Property Rights of any other person without any degradation of the performance or quality of the affected Contracted Materials and without affecting the performance or functional aspects of the contracted material in any manner, to avoid the infringement claim.
 - iii. The Bidder will indemnify NICL against all third-party suits, damages, claims of infringement of patent, Intellectual Property Rights, trademark, copyright or industrial design rights arising from use of the Bidder's Solution or any part thereof throughout the Offices of NICL, including but not limited to the legal actions by any third party against NICL. NICL shall not be held liable for and would be absolved of any responsibility or claim/litigation arising out of the use of any

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| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

third party software or its components or modules supplied by the bidder in terms of requirements of this RFP.

h. **Moral Rights**

a) **Obtaining consents:**

To the extent permitted by applicable Laws and for the benefit of NICL, the bidder will:

- i. give, where the bidder is an individual; and
- ii. Use its best endeavors to ensure that each of the Personnel used by the Bidder in the production or creation of the Contract Material gives, genuine consent in writing, in a form acceptable to NICL, to the use of the Contract Material for the Specified Acts, even if such use would otherwise be an infringement of their Moral Rights.

b) **Specified Acts:**

In this clause, Specified Acts means:

- i. Crediting/ Falsely attributing the authorship of any Contract Material, or any content in the Contract Material (including without limitation literary, dramatic, artistic works and cinematograph films within the meaning of the Copyright Act, 1957);
- ii. Materially altering the style, format, colors, content or layout of the Contract Material and dealing in any way with the altered Contract Material;
- iii. Reproducing, communicating, adapting, publishing or exhibiting any Contract Material; and
- iv. Adding any additional content or information to the Contract Material.

2.19 **GT&C - Standards:**

The Goods/Solution (where applicable) supplied under contract shall conform to the standards mentioned in the technical specifications and when no applicable standard is mentioned, it will be mutually agreed between the Supplier and NIC

2.20 **GT&C - Satisfactory Performance:**

The Supplier shall guarantee satisfactory performance of the Private Cloud Solution to the specifications in the Purchase Order and further undertake to reimburse the Purchaser in respect of all payments made in pursuance of this Purchase Order and such other cost as may be decided by mutual consent or by arbitrator, if the solution features do not perform to committed standards thus materially affecting performance of the Solution.

Explanatory: In this clause, the Supplier is responsible for guaranteeing satisfactory performance of all components supplied under the Purchase Order, as per the Scope of Work of the RFP. In case the performance is not meeting as per specifications, the same shall be deemed as "unsatisfactory performance" and the

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Supplier shall undertake to reimburse the Purchaser in respect of all payments made in pursuance of this Purchase Order and such other cost as may be decided by mutual consent or by arbitrator, if the solution features do not perform to Specifications of the RFP thus materially affecting performance of the Solution.

2.21 **GT&C - Manuals and Media:**

The Supplier shall provide original driver: USB Drives, software, licenses, and manuals of the Hardware & Software etc., as applicable at the time of delivery with every installation of the items in respect of Goods supplied under NICL/IT/RFP/Cloud/21/2024.

2.22 **GT&C - Transportation and Insurance till delivery of the equipment:**

The Supplier is required to deliver the goods/solution at various locations of 'NIC'/'NICL' across the country. Transportation and insurance (on Inland Transit All Risk Class A plus SRCC) of goods shall be arranged and paid for by the Supplier.

2.23 **GT&C - Change of Purchase Order:**

'NICL' may at any time, by written order to the Supplier, make changes within the general scope of the Purchase Order. NICL will be free to either reduce or increase the quantity/configuration/specifications of the items to be purchased/change place of delivery or installation, on the same terms and conditions. NICL is also doing a price discovery for certain line items, and repeat orders may be placed on the same at a later date, during the contract period at the contracted rates as mentioned in the price bids. Bidders are bound to accept the orders accordingly.

2.24 **GT&C - Performance Security:**

A	<p>Performance Bank Guarantee (PBG) of 10% of Annual Contract Value in respect of NICL/IT/RFP/Cloud/21/2024 in the form of BG valid for 5 years, extendable by 2 years from the scheduled last date of installation should be submitted by the successful Bidder in favor of 'NIC'/'NICL' along with the signed Contract within 30 working days of issue of Purchase Order to Head Office of 'NIC'.</p> <p>Failure to submit the PBG within the period may cause the cancellation of the Purchase Order and forfeiture of the EMD.</p>
B	<p>In case of violation of any of the conditions during the Contract Period in respect of the Contract under NICL/IT/RFP/Cloud/21/2024, 'NIC' may invoke the Performance Bank Guarantee as aforesaid.</p>

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2.25 GT&C - Cancellation Clause:

If the Goods/Solution is not delivered, installed, integrated within the scheduled time period as mentioned in Purchase Order, National Insurance Company Limited reserves the right to invoke the PBG furnished by the Supplier favoring 'NIC'/'NICTL' and cancel the contract thereafter.

2.26 GT&C - Delays in the Supplier's performance:

A	The Supplier shall make delivery of the goods and performance of the services in accordance with the time schedule mentioned in the Purchase Order.
B	Any delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable for imposition of liquidated damages, and/or termination of the Contract for default, besides encashment of the PBG.
C	<p>If at any time during the performance of the Contract, the Supplier should encounter the conditions impeding the timely performance of the services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s).</p> <p>As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance in which case the parties shall record the extension.</p>
D	Any delay by the Supplier in the performance of its service obligations, other than the delay which occurs due to reasons beyond the Supplier's control, shall render the Supplier liable for termination of the contracts for default. Any incidental taxes and levies on account of delay in performance caused by Supplier shall be on the Supplier's account.

2.27 GT&C - Liquidated Damages:

Refer [Cloud Solution: SoW: SLA - Service Level Agreement](#)

- Non-compliance of the SLA, penalty would be as per defined in SLA. The overall penalty cap would be **10% of Annual Contract Value** of the NICTL/IT/RFP/Cloud/21/2024. After the cap is reached, NICTL may cancel the contract.
- In case of the intermittent failures and repetitive problems (problems repeating three or more times in a quarter) the item would be treated as continuously down.**
- Once this amount reaches **10% of Annual Contract Value**, NICTL may cancel the contract, and encash the PBG. Encash of the Performance Bank Guarantee shall not endanger any provisions of Support written or otherwise expressed and the concerned Support/AMC will remain in full force.
- The aggregate of all penalties and liquidated damages under this Contract shall not exceed **10% of Annual Contract Value**.
- In case Services are not fully completed within the stipulated period, Liquidated Damage condition shall be invoked if such delay is not attributable to "Force Majeure". NICTL reserves the right to extend

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| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

the Time Period, where the delay is due to NICL responsibility.

2.28 GT&C - Resort to Liquidated Damages:

In the event the Purchaser terminated the Contract in whole or in part, the Purchaser shall:	
A	En-cash the PBG/not refund the performance security amount.
B	Deduct Liquidated damages as specified in respective Clause/s
C	May procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered and/or not performed, and the Supplier shall be liable to the Purchaser, for any excess costs up to a maximum value of 10% of Annual Contract Value , for such similar Services. However, the Bidder shall continue performance of the Contract to the extent not terminated.

2.29 GT&C - Termination on Insolvency:

The agreement can be terminated by giving written notice to the Supplier, without compensation to them if:

A	The Supplier becomes bankrupt or is otherwise declared insolvent;
B	The Supplier being a company is wound up voluntarily or by the order of a court or a receiver, or manager is appointed on behalf of the debenture holders or circumstances occur entitling the court or debenture holders 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 Purchaser.
C	All payments due to the Supplier (including for all products and services provided up to the effective date of termination along with any upfront or residual charges paid to OEM(s) for Support) till the effective date of termination will be made by NICL within 60 days' of such written notice for termination.

2.30 GT&C – Termination for Defaults:

The Purchaser may, without prejudice to any other remedy for Breach of the Contract, by written notice of 90 days of default to the Bidder, terminate the Contract in whole or in part;

A	If the Supplier fails to render services within the time period(s) specified in the Contract or any extension period thereof granted by the Purchaser, or
B	Failed to meet service levels SLAs consistently. Contract can be terminated at sole discretion of NIC, if at any point of time material breach by the Bidder is found. Material breach means a breach where a party fails or refuses to perform, what is due from him under the contract, performs defectively or incapacitates himself from performing. Other terms and conditions for termination and transition remain unaltered.
B	If the Supplier fails to perform any other obligations under the Contract
C	NICL will make all payments due to the Supplier till the effective date of termination within 60 days' of such written notice of termination, subject to applicable penalties.

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| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

Explanatory: *Section - 2.25 Cancellation Clause, Section - 2.26 Delays in the Supplier's performance, Section - 2.30 Termination for Defaults should be read together, with Section - 2.27 Liquidated Damages, Section - 2.28 Resort to Liquidated Damages.*

Non-Compliance to provisions of the RFP (as related to performance of obligations including delay in delivery of goods, performance of services as per SLA and meeting time schedule, will lead to Liquidated Damages as per graded schedule mentioned in the RFP, with an overall capping of 10% of Annual Contract Value. Once the amount is reached NICL may cancel the contract, and encash the PBG. The other provisions of the Clauses remain the same.

Consequences of Termination of Selected Bidder: In the event of termination of the selected Bidder due to any cause whatsoever, [whether consequent to the stipulated terms of the RFP or otherwise], NICL shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the terminated Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the successor to take over the obligations of the terminated Bidder in relation to the execution/continued execution of the scope of the work defined in RFP.

Nothing herein shall restrict the right of NICL to invoke the Performance Bank Guarantee and take other actions as defined in this RFP and pursue such other rights and/or remedies that may be available under law or otherwise. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the RFP that are expressly or by implication intended to come into or continue in force on or after such termination.

In all cases of termination, the obligation of the NICL to pay shall be limited to the period up to the date of termination. Notwithstanding the termination of this Agreement, the parties shall continue to be bound by the provisions of this Agreement that reasonably require some action or forbearance after such termination.

Survival: The following clauses survive the termination and expiry of the contract:

1. Intellectual Property Rights;
2. Protection of personal information
3. Exit Management
4. Compliance to Security;
5. Indemnity;
6. Confidentiality and Non-Disclosure;

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| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

7. Audit Access - Right to Audit

2.31 GT&C - Termination for Convenience:

A	The Purchaser may by written notice of 90 days sent to the Supplier terminate the Contract, in whole or in part, any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated and the date on which such termination becomes effective.
B	The Purchaser may purchase the ordered goods that are complete and ready for installation after the Supplier's receipt of notice of termination at the Contract terms and prices. For the remaining goods and services, the Purchaser may elect:
B.1	To have any portion completed and delivered at the contract terms and prices; and/or
B.2	To cancel the remainder and pay to the supplier an agreed amount for partially completed goods and services and for materials and parts previously procured by the Supplier.
B.3	All payments due to the Supplier (including for all products and services provided up to the effective date of termination along with any upfront or residual charges paid to OEM(s) for Support) till the effective date of termination will be made by NICL within 60 days' of such written notice for termination. Bidder shall ensure that no net new ordering is placed with any OEM, after Notice of Termination is issued by NICL.

2.32 GT&C – Income/Corporate Taxes:

A	The Supplier shall be liable to pay all the Corporate Taxes, and the Income Tax, that shall be levied according to the laws and regulations applicable from time to time in India.
B	Wherever the laws and regulations require deduction of such taxes at the source of payments, the Purchaser shall effect such deductions from the payment due to the Supplier. The remittance of amounts as deducted and issuance of Certificate for such deductions shall be made by the Purchaser as per the regulations in force. Nothing in the Contract shall relieve the Supplier from their responsibility to pay any tax that may be levied in India on income and profits made by the Bidder in respect of the Contract.
C	The relevant deduction certificate shall be provided to the Supplier within 90 days of deduction at source.

2.33 GT&C - Taxes and Duties:

A	Supplier will be entirely responsible for making the payments in respect of all taxes, stamp duties, fees, etc. in connection with delivery of service at site/s including taxes and levies to be charged in connection with incidental services etc.
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	For procurement of way-bills, necessary arrangements shall be made by the Bidder.
	Service Taxes will be payable as per rules prevalent at the time of submission of bid response.
B	However, NICL subject to production of original receipt will reimburse Only Octroi and Entry tax, if any; payable at the place of delivery.

2.34 GT&C - Clarification of Bids:

To assist in the examination, evaluation and comparison of bids the Purchaser may, at their discretion, ask the Bidder for clarification of the bid.

Bidder should send their queries, if any, through email to

jk.roy@nic.co.in

Cc:

satish.kumar@nic.co.in

mohit.kumar@nic.co.in

souvik.biswas@nic.co.in

on or before the stipulated date and time.

Bidders should submit the queries only in the format given in the RFP and in xlsx format.

Queries which are not in the format specified in the format will be ignored.

Bid is liable for disqualification in case of deviation.

No query / suggestions will be entertained after the opening of the Commercial offer.

Clarifications will be published in NICL's **Corporate Website** <https://nationalinsurance.nic.co.in>, **GeM portal**: <https://gem.gov.in/>). No other communication modes will be used. Intending Bidders should check the website frequently to get updates on any such changes. NICL reserves the right to cancel the RFP at any time without incurring any penalty or financial obligation to any Bidder or potential Bidder.

2.35 GT&C - Contract with NIC:

The successful Bidder will have to enter into a contract with National Insurance Company Ltd. within 14 working days of issue of Purchase Order in respect of NICL/IT/RFP/Cloud/21/2024 . The format of the Contract is attached in the respective **Section - [GT&C - Format of Contract between successful Supplier and National Insurance Company Limited \(NIC\) *****](#)**.

Failure to enter into Contract may cause cancellation of the Purchase Order/s and forfeiture of EMD/PBG.

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| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

2.36 GT&C - Contract Amendment:

No variation in the satisfaction of the terms of the Contract shall be made except by the written amendment agreed and signed by the parties.

A	If the Supplier fails to render services within the time period(s) specified in the Contract or any extension period thereof granted by the Purchaser, or
B	If the Supplier fails to perform any other obligations under the Contract

2.37 GT&C - Limitation of Liability:

Supplier's aggregate liability for actual direct damages shall be limited to a maximum of the Contract Value, provided that this limit shall not apply to (1) the infringement indemnity; or (2) bodily injury (including death) and damage to real property and tangible personal property caused by Supplier's negligence.

Supplier shall not in any event be liable for any indirect or consequential damages, or for loss of profit, business, revenue, goodwill, anticipated savings or data, or third party claims except with respect to bodily injury (including death) and damage to real and tangible personal property for which Supplier is legally liable.

For the purposes of this Section, "Contract Value" at any given point in time, means the aggregate value of purchase orders placed by NICL on the Bidder under this project.

2.38 GT&C - Governing Language:

The bid prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and the Purchaser, shall be written in the English language, provided that any printed literature furnished by the Bidder may be in any another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

2.39 GT&C - Applicable Law:

This Agreement shall be construed, interpreted and applied in accordance with and shall be governed by the laws and regulations **applicable in India** including applicable export and import laws.

The **courts at Kolkata** shall have the exclusive jurisdiction to entertain any dispute or proceeding arising out of or in relation to this Agreement.

Severability: If for any reason whatever, any provision of this agreement is or becomes invalid, illegal or unenforceable or is declared void by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the parties shall negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is

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practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the dispute resolution procedure set forth under this agreement or otherwise.

2.40 **GT&C - Notices:**

Any notice by one party to the other pursuant to the Contract shall be sent in written format by fax/email and confirmed in writing to the address specified for that purpose in the Contract.

2.41 **GT&C – Indemnity:**

A	<p>The Supplier shall, at its own expense, defend and indemnify NICL against all third party claims for infringement of patent, trademark, design or copyright arising from use of products or any part thereof supplied by Supplier. Supplier will provide infringement remedies and indemnities for third party products, on a pass through basis.</p> <p>The Supplier shall expeditiously extinguish any such claims and shall have full rights to defend it there from.</p> <p>If NICL is required to pay compensation to a third party resulting from such infringement, the Supplier shall be fully responsible to pay such compensation along with all costs, damages and attorney's fees and other expenses that a court may finally awards, in the event of the matter being adjudicated by a court or that be included in a Supplier approved settlement.</p> <p>NICL will issue notice to the Supplier of any such claim without delay and provide reasonable assistance to the Supplier in disposal of such claim. NICL shall at no time admit to any liability for, or express any intent, to settle the claim.</p> <p>The Supplier shall also reimburse all incidental costs, which NICL incurs in this regard.</p>
B	<p>In the event of the Supplier not fulfilling its obligations under this clause within the period specified in the notice issued by NICL, NICL has the right to recover the amounts due to it under this provision from any amount payable to the Supplier under this project.</p>
C	<p>The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this agreement.</p>

2.42 **GT&C - Right of Selection, Product, Service and Quantity:**

NICL reserves the right to place Order for the entire, less or more quantity of the products and/or services to be procured through the RFP. NICL also reserves the right to place orders for only selected products and/or services as specified in NICL/IT/RFP/Cloud/21/2024.

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2.43 **GT&C - Assignment:**

The Supplier shall not assign in whole or in part, the obligations to perform under the contract in respect of NICL/IT/RFP/Cloud/21/2024, except with the **Purchaser's prior written consent**.

NICL may assign the Services provided therein by the Bidder in whole or as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. NICL shall have the right to assign such portion of the services to any of the sub-contractors, at its sole option, upon the occurrence of the following: (i) Bidder refuses to perform; (ii) Bidder is unable to perform;

Such right shall be without prejudice to the rights and remedies, which NICL may have against the Bidder. The Bidder shall ensure that the said subcontractors shall agree to provide such services to NICL 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.

2.44 **GT&C - Sub-contractor, Consortium:**

No Subcontracting or Consortium is allowed other than between Bidder and OEM, where OEM may be involved in providing professional services in respect of activity related to the Scope of Work.

No two bidders from the same group company are allowed to participate.

A bidder can submit one single bid with one OEM only.

2.45 **GT&C - Force Majeure:**

A	Notwithstanding the provisions contained herein the Supplier shall not be liable for liquidated damages or termination for default, if and to the extent that its' delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
B	For the purpose of this clause "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser, in the contractual capacity, wars or revolution, fires, floods, epidemic, pandemic, quarantine restrictions and freight embargoes.
C	If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing the Supplier shall continue to perform their obligations under the Contract as far as reasonably practicable, and shall adopt all reasonable alternative means for performance not prevented by Force De Majeure clause.

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D	In case of any delay in performance of the scope of work, due to Force Majeure event, the timeline for such work shall automatically get extended for such period, affected due to Force Majeure event.
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2.46 **GT&C - Exit Management:**

Exit Management shall involve the complete handover of the project to the team identified by NICL, which would take care of the project operations after the tenure of the Bidder ends after 5 years or after extension or, in case of termination of contract.

The bidder shall support takeover of the solution by NICL or a new vendor selected by NICL for business continuity. Bidder will provide an export facility to obtain the data /knowledge in a usable format.

Exit Management Plan has to be submitted by the Bidder and approved by the concerned stakeholders. Exit procedure needs to be carried out as per NICL approved Exit Management Plan.

Exit Management Plan would include transfer of Intellectual property (where applicable), transfer of assets including information assets, knowledge transfer (Solution Design Document, Solution Implementation Plan Document, Solution Migration Plan Document, Solution Ready for Use Document, SOPs and As-Built documents etc.), and smooth transition to the new team selected by NICL.

In the event Termination of Contract either due to expiry of the term / or otherwise, the Bidder shall render all reasonable assistance and support NICL / any new SI engaged by NICL, for the smooth switch over and continuity of the Services.

Upon termination of contract through expiry of the contract or Termination clauses of the RFP, NICL reserves the right to exercise the option to transfer the ownership of the installed hardware on mutual agreement basis and the same may be used by NICL in the future.

The transferred hardware should have back-to-back OEM support for the remaining Support period. Eg: NICL purchases a server at start of 4th year and contract expires at end of 5th year, then the ownership of server should be transferred to NICL with support active until end of 8th year (i.e. for a duration of 5 years).

The Bidder shall provide an exit management plan ("Exit Management Plan") which shall deal with at least the mentioned aspects of exit management in relation to the Contract as a whole and in relation to the Project, and the SLA, within 6 months of signing of Contract. After that, the exit plan has to be regularly reviewed and updated on a yearly basis.

Bidder shall within 180 days (six months) of the Contract Signing Date, deliver to NICL a plan specifying

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| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

the Termination/Expiration Assistance including the functions and services of Bidder necessary to accomplish the transfer of the responsibility for the Services from Bidder to NICL or a designated Third Party, in the event of the expiry of the Term or the termination of this Agreement. The plan shall at the minimum, contain the Bidder's detailed plan for Operational and Knowledge Transfer requirements and list of documentation

The Bidder shall update the Exit Plan on an annual basis in accordance with NICL's requirements and delivered to NICL for its approval on or before the start of each Contract Year.

Any extension required because of the exit management process, will be as per the commercials of the original Purchase Order. Following shall be covered as part of the Handover & Transition of Services at the end of contract period or in the event of termination. The scope of work mentioned is illustrative and not exhaustive. The bidder needs to comply with NICL's requirements and any statutory or regulatory guidelines

If any other agency or service provider is selected by NICL for providing in-scope services, the Bidder selected through this RFP shall provide support for necessary handholding, transition, sharing of information and relevant documents and other related support to the complete transitions up to satisfaction of NICL. In case if NICL observes the lack of willingness to manage transit/ sharing of information or lack of support from bidder (selected through this RFP), NICL shall have absolute discretion to apply requisite penalties and deduct the amount from its billing or from performance guarantee.

Bidder shall provide the necessary transition for the period of 6 months. However, this period of transition could vary depending on the needs of NICL and the same shall be communicated to them.

During the transition phase, the Bidder shall not change or remove their key resources at any locations to enable the successful transition. In such instances, NICL will have the right to penalize the Bidder appropriately.

During the exit management process, it is the responsibility of the bidder to address and rectify the problems identified with the IT infrastructure of NICL including installation/reinstallation of the system software, Databases etc. The Bidder shall ensure that the infrastructure/services are handed over to NICL in an operational condition to the satisfaction of NICL.

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| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

Any information/ data gathered or generated by the Bidder during the term of the contract would be the property of NICL and the same should be handed over to NICL in native format at the end or termination of the contract.

In case NICL decides to withdraw any services/components from the Bidder's scope of work during the contract period, the Bidder has to facilitate the transition of that service / components in compliance with above clauses.

Bidder shall provide the Termination/Expiration Assistance regardless of the reason for termination or expiration

Bidder shall fully and timely compliance with the Exit Plan

Bidder shall not make any changes to the Services under this Agreement and shall continue to provide all Services to comply with the Service Levels;

The bidder should perform a complete reverse transition of services to the NICL's selected new vendor.

Knowledge Transfer and Handover of Services

- Bidder shall provide for a transfer of knowledge regarding the Services provided to NICL personnel or designated Third Party personnel training in the performance of the Services that are to be transferred.
- Bidder shall train personnel designated by NICL and/or its designee(s) in the use of any processes or associated Equipment, Materials, Systems or tools used in connection with the provision of the Services as needed for such personnel to assume responsibility for performance of the Services;
- Provide to NICL and/or its designee(s) information regarding the Services as necessary to implement the Exit Plan, and providing such information regarding Services as reasonably necessary for NICL or its designee to assume responsibility for continued performance of Services in an orderly manner so as to minimize disruption in the operations
- Explain the change management process, problem management process, Policies and Procedures Manual, reports and other standards and procedures to NICL's or its designee's operations staff.
- Provide technical documentation for Software used by Provider to provide the Services as needed

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| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

for continuing performance of the Services.

- Identify, record and provide release levels for Software and updating such records of release levels prior to and during transition of the Services
- Provide assistance to NICL or its designee in notifying third-party vendors of procedures to be followed during the transition of Services
- Bidder shall provide other technical and process assistance as requested by NICL and/or its designee(s).

2.47 **GT&C - Obligation:**

The entire responsibility of the Delivery, Installation, and Integration, Commissioning, Migration, Support, Maintenance, Manpower and all related activities in respect of NICL/IT/RFP/Cloud/21/2024 lies with the Supplier on whom the Purchase Order is placed and with whom the Contract is signed.

The Supplier would be responsible and bear the additional cost (if any), incurred by the Purchaser on account of the above-mentioned obligations.

2.48 **GT&C – Compliance:**

- A** **Compliance with all applicable laws:** The Bidder shall undertake to observe, adhere to, abide by, comply with and notify NICL about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this RFP, Document - NICL/IT/RFP/Cloud/21/2024 and shall indemnify, keep indemnified, hold harmless, defend and protect NICL and its employees/ officers/ staff/ personnel/ representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.
- Supplier agrees that it will abide by the provisions of the DPDP Act, 2023 - 11th August, 2023 (or any later amendment of the same); CG-DL-E-12082023-248045 as and when the relevant rules and guidelines come into force.**

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- B Compliance in obtaining approvals/permissions/licenses:** The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate NICL and its employees/ officers/ staff/ personnel/ representatives/ agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and NICL will give notice of any such claim or demand of liability within reasonable time to the Bidder.
- This indemnification is only a remedy for NICL. The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by NICL arising out of claims made by its customers and/or regulatory authorities.
- The Bidder shall follow all the terms and conditions given in this RFP Document - NICL/IT/RFP/Cloud/21/2024 .

2.49 **GT&C – Acceptance of Terms:**

The Bidder will, by responding to RFP, be deemed to have accepted the terms of the NICL/IT/RFP/Cloud/21/2024 and the RFP Document.

2.50 **GT&C - No Legal Relationship:**

No binding legal relationship will exist between any of the Bidders and NICL, until execution of the Contract.

2.51 **GT&C - Personnel:**

Supplier shall, at all times, be solely responsible for the acts/omissions of its employees, agents, and representatives, deputed by the Supplier to provide Services under this Agreement and/or any Scope of Work (collectively referred to as “Personnel” or, “Resources”. Supplier shall ensure that Personnel who visit or are deputed at the office/location of NICL to provide the Services:

- a. are at all times at their best behavior and adhere to the policies and procedures of NICL and the relevant authority;

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| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

- b. should at all times carry on his/her person, a valid identity card, which shall be issued by the Supplier; and
- c. should conduct themselves in the most orderly manner, maintain perfect discipline and shall not in any manner cause any interference, annoyance, nuisance, obstruction or any difficulty to the Purchaser or its employees at the office/location of NICL or elsewhere.
- d. Supplier hereby agrees that in case NICL and/or any authority raise any objection to any Personnel; then the Supplier shall immediately remove such Personnel from the office/location of NICL, as the case may be, and replace such Personnel by other Personnel suitable to NICL. Similarly, in case any Personnel is unavailable to perform the Services, for any reason whatsoever, the Supplier shall forthwith or in any event provide a replacement with the required qualifications within timelines mutually agreed upon between the Parties, in writing, on a case to case basis. In both cases, the Supplier shall ensure that NICL does not face any disruption or stoppage of work due to unavailability of any replacement.
- e. Supplier shall ensure that Personnel do not indulge in unlawful activities, including but not limited to theft and/or any unauthorized use of any property or information or data of NICL and/or any third party and shall not tamper with such information/data. In case of any loss/damage caused to NICL, due to any unlawful activity of the Supplier and/or its Personnel; then without prejudice to any rights and remedies available to NICL, under this Agreement and/or any applicable law, the Supplier shall be liable to make good such loss/damage to NICL.
- f. Supplier shall, at all times, be solely liable and responsible for the safety of its Personnel and NICL shall have no liability or responsibility towards the same.
- g. Supplier agrees that Personnel shall be subject to and shall at all times conform to NICL's and the relevant authority's requirements and policies, to protect the office(s)/location(s), servers, equipment and/or the operating system of NICL. Any violations and disregard to these requirements shall be a cause of denial of access to such Personnel into NICL office/location, even for providing the Services. Supplier shall ensure that its Personnel exercises due care and diligence to prevent any injury to person or damage to the property while on NICL's office/location and it shall be fully responsible and liable to NICL for any damages caused by its Personnel. Supplier shall ensure that the facilities, if any, provided by NICL for use by the Personnel are utilized with an appropriate degree of care and attention.
- h. Supplier shall, whenever NICL instructs so in writing, promptly, without demur or protest, handover and return any material, documents and equipment that NICL may have provided to it. NICL shall not be required to assign any reason for any such instructions. In the event the said materials are found to be damaged, the Supplier shall make good the loss so suffered by NICL due to the damage caused to the materials/equipment.
- i. Supplier shall at all times carry and provide for adequate and sufficient insurance cover against all legal liability for loss or damage to material property or bodily injury or death to the Personnel arising out of or in consequence of performance of its obligations under this Agreement and against all actions, claims, demands, costs and expenses in relation thereto.

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j. Suppliers shall ensure that only those Personnel are deployed to provide Services who have cleared the background checks, especially in cases where such Personnel are required to be deployed at the NICL premises /locations. Further, the Supplier hereby expressly undertakes that the Supplier shall be solely liable, accountable and responsible for:

- making good any loss or damage that NICL may suffer on account of or in relation with any act or omission of the Supplier and/or its Personnel; and/or
- Any action/sanction/penalty imposed by any relevant authority on NICL for any reason attributable to the Supplier and/or its Personnel.

Due Leave as per Indian Laws and Regulations will be applicable for onsite resources. However, leave management should ensure continuity of operations. In case of leave, shadow resources should be provisioned by the Bidder on-site.

2.52 GT&C – Compliance to Security:

Compliance to Security: The Bidder must ensure the security of the application and the data throughout the project lifecycle. The System should be compliant with the latest IT Act, Privacy and Security Guidelines issued by Govt. Agencies, Regulator/s. The outcome of this task must include, but not limited to, the following information on:

- Approach to establishing and maintaining security responsibility and accountability
- Granting or restricting access to all the application and data, auditing security events, auditing security configurations and changes, generating security reports, and monitoring the application for vulnerabilities and intrusions.
- Managing user creation, assignment of new User ID (User Identification)/password, role assignments, and activity monitoring.
- Closure of VAPT gaps as well as vulnerabilities as and when notified by OEM, CERT's and other information security advisories as shared by NICL SOC Team
- Compliance, including the approach to maintaining compliance with law, standards, best practices and NICL's enterprise security requirements:

(1) Compliance with NICL requirements / Regulatory Compliance The bidder will ensure that its Personnel comply with:

- All relevant security and other requirements specified in NICL's Information Security Policy
- Any other security related incidents /procedures or requirements notified, in writing, by NICL to the bidder. The bidder must follow such a security procedure or requirement, from the

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date specified in the notice, or if none is specified, within five Business Days of receipt of the notice.

- Any regulatory guidelines about Information/Cyber security issued by the Regulator, other agencies of the Government of India.
- **Right to Audit:** The Bidder may be subject to annual audit by internal/ external Auditors appointed by the NICL / IRDAI or any regulatory authority.

Note: Prior to Supplier deploying any of its Personnel or engaging any person to perform Services for NIC; the Supplier shall, at a minimum, with respect to each such Personnel comply with NICL's Information security policy/ies (ISP/s), as may be amended from time to time. Supplier hereby acknowledges that it has received a copy of the current ISP/s simultaneously with the execution of this Agreement. Supplier shall not assign any Personnel to perform the Services under this Agreement who does not follow the provisions of the ISP/s. NICL shall have the right to audit Supplier's books and records/facilities / location / places prepared or kept in connection with the Services at all reasonable times and places to ensure compliance with the ISP/s, to the extent applicable.

Explanatory: The Right to Audit is to the extent applicable is in respect of Supplier's books and records/facilities / location / places prepared or kept in connection with the Services (offered under Scope of this RFP) at all reasonable times and places to ensure compliance with the ISP/s,

2.53 GT&C – Risk Title:

The Risk, Title, Ownership of the products matching the Technical Specifications and delivered by the Supplier following issuance of Purchase Order, shall be transferred to NICL upon delivery and receipt by authorized official of NICL. Supplier should ensure that such Receipt is signed, stamped and dated, at respective location of delivery.

The components should be assignable / transferable to any successor entity of NICL.

NICL reserves the right to use the licenses supplied by the Bidder for any internal use of NICL 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

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| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

2.54 GT&C - Principal to Principal Liability

The employees engaged by the Bidder shall be deemed to be the employees of Bidder only, and NICL shall not be connected with the employment or the terms and conditions thereof in any way. The Bidder alone would follow the statutory obligations and Labour Regulations/ Rules in this regard. None of the terms of this Agreement shall be deemed to constitute a partnership or joint venture or employee- employee relationship between the parties hereto, and neither party shall have authority to bind the other except as specifically provided for hereunder. Neither party hereto is the agent of the other nor is there any master-servant relationship between the parties. The relationship is on a principal to principal basis.

The Bidder shall be responsible for payments of all statutory dues with respect to each of his personnel/employees engaged by him to render service under this Agreement with respect to each applicable/extant labor law, including but not limited to, the Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, Code on Wages, 2019 as and when is notified by Government, The Employees' State Insurance Act, 1948, The Payment of Gratuity Act, 1972, The Maternity Benefit Act, 1961, The Employees' Provident Funds and Miscellaneous Provisions Act, 1952, etc. No dues/contributions under any labor legislations as applicable, remain payable with respect to his personnel/employees. The Bidder shall have no claims whatsoever against the NICL with respect to payment of statutory dues/contributions to its personnel/employees under applicable labor legislations/rules/regulations.

2.55 GT&C - Confidentiality and Non-Disclosure:

Refer, [GT&C - Non-Disclosure Agreement:](#)

DPDP Act: Supplier agrees that it will abide by the provisions of the DPDP Act, 2023 - 11th August, 2023 (or any later amendment of the same) ; CG-DL-E-12082023-248045 as and when the relevant rules and guidelines come into force.

Information Ownership: All information processed, stored, or transmitted by the supplier in the course of implementation and maintenance of the solution belongs to NICL. By having the responsibility to maintain the equipment, the Supplier does not acquire implicit access rights to the information or rights to redistribute the information. The Supplier understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

Note:

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| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

1. The Supplier shall not publish or disclose in any manner, without NICL's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder under this contract or existing at any NICL location.
2. If Indian government demand is received for any data, the process mentioned below has to be followed:
 - a. Disclosure of data of any kind on legal/statutory compulsion should be done only after obtaining concurrence from NICL.
 - b. Resist illicit demands that are invalid which are not permitted by the Indian Government or Indian IT Law or any other Indian Regulatory Authorities.
 - c. **Any publicity by the Supplier in which the name of NICL is to be used should be done only with the explicit written permission of NICL.**

Protection of Personal Information

This clause applies only where the Supplier deals with personal information and for the purpose of, providing services under the contract.

Obligations: The Supplier acknowledges that it will use or disclose personal information obtained during the course of providing services under the contract, only for the purposes of the contract.

Removal of NICL Data

The Supplier will not, and will ensure that its personnel do not:

- i. Remove NICL Data or allow NICL Data to be removed from premises; or
- ii. Take NICL Data or allow NICL Data to be taken outside of offices.

2.56 GT&C - Arbitration Clause:

If any dispute or difference shall arise, such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the appointment shall be made upon request by a party, by the Chief Justice of the High Court at Calcutta, or any person or institution designated by him in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended or re-enacted from time to time. It shall be a condition precedent to any right of action or suit upon the Contract that award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained. The seat of such arbitration shall be at Kolkata.

Note: The Arbitral Tribunal shall determine all matters in disputes other than EXCEPTED MATTERS as below:-

- **Scope of Work,**
- **SLA,**
- **Minimum Technical and Function Specification,**

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| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

- *Discrepancies (varying or conflicting provisions among documents, agreement),*
- *Suspension or discontinuation of work,*
- *Acceptance of deliverables*

In the above EXCEPTED MATTERS, the decision of NICL will be final, conclusive and binding on the parties hereto and shall be without appeal

2.57 GT&C - Outsourcing Agreement:

The contract between Supplier and National Insurance Company Limited (NIC/NICL/Purchaser), inter alia, shall be deemed to include the following conditions listed below:

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

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| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

engaged by the company is subject to the provisions of the Insurance Act 1938, IRDA Act 1999, rules and regulations and any other order issued thereunder.

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

Explanatory: In so far as the Supplier is providing all records required as part of periodic inspection or audit to examine compliance of the outsourcing agreement to the internal auditors of NICL or by Chartered Accountant firms appointed by NIC, no other information is required to be shared.

2.58 **GT&C - Format of Contract between successful Supplier and National Insurance Company Limited (NIC) *******

FORMAT FOR CONTRACT BETWEEN SUPPLIER AND NATIONAL INSURANCE COMPANY LIMITED (NIC)

THIS Memorandum of Understanding/Agreement is made on this _____ day of _____, 20__ BETWEEN M/s. _____ and carrying on business at _____ (hereinafter referred to as "SUPPLIER" and shall include its heirs, successors or permitted assigns) of the First Part and NATIONAL INSURANCE COMPANY LIMITED, a Company registered under the Companies Act, 1956 having its registered Head Office at Premises No.18-0374, Plot No. CBD-81, New Town, Kolkata-700156 (hereinafter referred to as "PURCHASER" and shall include its heirs, successors or permitted assigns) of the Second Part.

WHEREAS the Vendor is in the business of a) Supply, Installation, Configuration, Commissioning, Migration, Maintenance of Cloud Solution including Hardware, peripherals, associated software, licenses etc.,

AND WHEREAS the Purchaser intends to Procure b) Supply, Installation, Configuration, Commissioning, Migration, Maintenance of Cloud Solution including Hardware, peripherals, associated software, licenses etc. and has explained to the Supplier the purposes and uses for which the procurement is being made.

AND WHEREAS the Supplier has assured that the Solution in respect of " b" as mentioned above which they would supply would be fit for the purposes of the Purchaser and has been agreed to relieve the "PURCHASER" from the Principle of "CAVEAT EMPTOR" being the Purchaser is a mere consumer hereby it is

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| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

better to rely on SUPPLIER as to the fulfillment of the purpose/s of the purchase/procurement and/or installation and maintenance.

AND WHEREAS the Purchaser invited bids from Bidders for submitting bids for supply of all the mentioned in the Purchaser's Invitation in the RFP Document and in RFP No. **NICL/IT/RFP/Cloud/21/2024**, containing broad terms and conditions, for the supply, installation, commissioning, maintenance etc. as detailed in the RFP document.

AND WHEREAS the Supplier submitted a bid and bids were submitted by some other Bidders.

AND WHEREAS out of the several bids when opened the Purchaser found the price quoted by the Supplier for **NICL/IT/RFP/Cloud/21/2024** to be eligible to be awarded the contract.

AND WHEREAS the Purchaser would place orders on the Supplier for the purchase as mentioned in the RFP Document, RFP No. **NICL/IT/RFP/Cloud/21/2024** and in the bid/offer Papers on the terms, conditions and specifications mentioned therein and in the Purchase Order issued on _____ 20__.

AND WHEREAS the parties herein intend to set out the terms and conditions for such purchase and maintenance and matters connected therewith and to define the mutual rights and obligations of the parties herein.

NOW THESE PRESENTS WITNESSETH and the parties herein agree as follows:

1. Scope:

The RFP Document, RFP No. **NICL/IT/RFP/Cloud/21/2024**, along with **Corrigendum and Addendums** and the bid/offer documents will form part of and shall be deemed to have been incorporated in these presents but in case of any conflict between any term in the said documents and in these presents the term of these presents will have overriding effect and the said documents have to be read and will have effect subject to these presents.

2. Resolution of Disputes: Insert **Section - 2.54**

i) Prevention of Corruption: Each Party shall comply with all Applicable Laws relating to bribery and corruption and shall not do, or omit to do, any act that will cause the other Party to be in breach of any such Applicable Law, and in doing so: (i) shall not give or receive any bribes, including in relation to any public official; and (ii) shall maintain an effective anti-bribery compliance regime, that monitors compliance and detects violations.

ii) Notices:

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| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

For the purpose of all notices, the address of the Supplier and the Purchaser shall be those given in the beginning of these presents.

As the Purchaser's Registered Head Office is situated within the Jurisdiction of the High Court at Calcutta all disputes and differences are subject to the Jurisdiction of The Calcutta High Court.

3. Compliance with Terms and Conditions: The Supplier will follow all the Terms and Conditions given in this RFP Document, RFP No. **NICL/IT/RFP/Cloud/21/2024** and the Corrigendum, Addendums in respect of the same and in line with its bid and Offer. The Service Level Agreement and the Purchase Order shall be deemed to form and be read and construed as part of this Contract.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day, month and year first above written.

SIGNED SEALED AND DELIVERED FOR _____

By the hands of Shri/Smt. _____

In presence of Shri/Smt. _____

In presence of Shri/Smt. _____

SIGNED SEALED AND DELIVERED FOR 'NIC'

By the hands of Shri/Smt. _____

In presence of Shri/Smt. _____

In presence of Shri/Smt. _____

2.59 GT&C - Format for Integrity Pact:

IEM Details: <https://nationalinsurance.nic.co.in/en/independent-external-monitors-iems>

On non-judicial stamp paper
INTEGRITY PACT

National Insurance Company Limited Registered & Head Office: Premises No.18-0374, Plot No. CBD-81, New Town, Kolkata-700156

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| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

Between
National Insurance Company Limited (NICL) hereinafter referred to as **"The Principal"**
And
_____ hereinafter referred to as **"The Bidder/ Contractor"**

Preamble

The Principal intends to award, under laid down organizational procedures, the contract for the **Supply, Installation, Configuration, Commissioning, Migration, Maintenance of Cloud Solution including Hardware, peripherals, associated software, licenses etc.** The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/or Contractor(s).

To achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process, treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidders could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offense under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2- Commitments of the Bidder(s)/ Contractor(s)

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Visit us at: <https://nationalinsurance.nic.co.in>

| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

1. The Bidder(s)/ Contractors(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractors(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution:

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

b. The Bidder(s)/ Contractors(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/ Contractors(s) will not commit any offense under the relevant IPC/PC Act, further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/ Contractors(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.

e. The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, committed to or intended to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

2. The Bidder(s)/ Contractor(s) will not instigate third persons to commit offenses outlined above or be an accessory to such offenses.

Section 3 - Disqualification from tender process and exclusion from future contracts

National Insurance Company Limited Registered & Head Office: Premises No.18-0374, Plot No. CBD-81, New Town, Kolkata-700156

Visit us at: <https://nationalinsurance.nic.co.in>

| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process..

Section 4 - Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5- Previous transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes an incorrect statement on the subject, he can be disqualified from the tender process.

Section 6 -Equal treatment of all Bidders / Contractors / Subcontractors

1. In case of Subcontracting (only, if allowed in writing by the Principal, refer **Section - 46**), the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The Principal will disqualify from the tender process, all Bidders who do not sign this Pact or violate its provisions.

Section 7- Criminal charges against violating Bidder(s)/Contractor(s) / Subcontractor(s)

National Insurance Company Limited Registered & Head Office: Premises No.18-0374, Plot No. CBD-81, New Town, Kolkata-700156

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| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8- Independent External Monitor

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instruction by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidder(s)/Contractor(s) as confidential. He/she reports to the Chairman Cum Managing Director, NICL.
3. The Bidder(s)/Contractor(s), accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to the project documentation. The same is applicable to Subcontractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman Cum Managing Director, NICL and recuse himself/herself from that case.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will inform the Management of the Principal and request the Management to discontinue or take corrective action or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the Chairman Cum Managing Director, NICL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and should the occasion arise, submit proposals for correcting problematic situations.

National Insurance Company Limited Registered & Head Office: Premises No.18-0374, Plot No. CBD-81, New Town, Kolkata-700156

Visit us at: <https://nationalinsurance.nic.co.in>

| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

8. If the Monitor has reported to the Chairman Cum Managing Director, NICL, a substantiated suspicion of an offense under relevant IPC PC Act, and the Chairman Cum Managing Director, NICL has not within the reasonable time taken visible action to proceed against such offense or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

9. The word '**Monitor**' would include both singular and plural.

The Principal has appointed below independent external monitors for this program

1. Shri Raghunath Prasad Tripathi.

Address: E8/31, Basant Kunj, Arera Colony, Bhopal, MP - 462039

e-mail id: trip1961[at]hotmail[dot]com

2. Shri Aditya Kumar Mittal.

Address: Flat C-2/10(3102), Vanashree CHS, Plot 1 & 2, Sector 58A, Palm Beach Road, Near Seawood Estates, Nerul (west), Navi Mumbai - 400706.

e-mail id: adityakumarmittal[at]gmail[dot]com

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the Bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman Cum Managing Director of NICL.

Section 10- Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is Registered Office of the Principal, i.e. Kolkata.

National Insurance Company Limited Registered & Head Office: Premises No.18-0374, Plot No. CBD-81, New Town, Kolkata-700156

Visit us at: <https://nationalinsurance.nic.co.in>

| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original locations.
4. Issues like Support/ Guarantee etc. shall be outside the purview of IEMs.

(For and on behalf of the Principal)

(For and on behalf of the Bidder/ Contractor)

(Office Seal)

(Office Seal)

Place: _____

Place: _____

Date: _____

Date: _____

Witness 1:
(Name & Address)

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

Witness 2:
(Name & Address)

2.60 GT&C - Format for Declaration by Bidder: Conflict of Interest

Sample Format of absence of Conflict of Interest to be submitted by Bidder in their Official Letterhead

To

NATIONAL INSURANCE COMPANY LIMITED

Head Office: Premises No.18-0374, Plot No. CBD-81, New Town, Kolkata-700156

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Dear Sir,

Sub.: RFP **NICL/IT/RFP/Cloud/21/2024**

Re: Declaration regarding Conflict of Interest (COI) in Public Procurement

We, hereby declare that the participation by our bidding firm or any of our affiliates that are neither involved in the consultancy contract to which this procurement is linked; nor we are part of more than one bid in the procurement; nor our bidding firm or our organization personnel have relationships or financial or business transactions with any official of Procuring Entity i.e. M/s National Insurance Company Limited who are directly or indirectly related to the tender or execution process of contract; nor have access to information to gain unfair advantage in the procurement process. We, also confirm that:

1. We, or our constituent do not have common controlling shareholding or other ownership interest
2. Any constituent of us.....is not a constituent of another Bidder.
3. We, do not have the same legal representation with any other Bidder for the purpose of the bid.
4. We, do not have any relationship with any other Bidder that puts us in a position to allow access to each other's information or to influence the bid of any other Bidder.
5. We,.....have not participated in preparation of any document, design or technical specification for the project.

Signature of Bidder

Dated :

Place :

Seal :

2.61 GT&C - MAF:

SAMPLE FORMAT FOR MANUFACTURER'S AUTHORIZATION FORM (MAF) for Supply, Installation, Configuration, Commissioning, Migration, Maintenance of Cloud Solution including Hardware, peripherals, associated software, licenses etc.

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| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

To

NATIONAL INSURANCE COMPANY LIMITED

Head Office: Premises No.18-0374, Plot No. CBD-81, New Town, Kolkata-700156

Dear Sir,

Sub.:

RFP

NICL/IT/RFP/Cloud/21/2024

We who are established and reputable manufacturers ofhaving factories at do hereby confirm that M/s. (Name and Address of Supplier/Authorized Partner) ("Partner"), a(Name of OEM) authorised reseller, is entitled to bid, negotiate and conclude the contract with NICL against RFP No. for the above goods manufactured by us.

We hereby extend our full guarantee, support for the (Name of OEM) products as per respective applicable Clauses in the General Terms & Conditions of the RFP Document and the RFP No. for supply against this invitation for bid by the above firm, subject to the terms of the pre-purchased support contract between(Name of OEM) and the Partner and(Name of OEM's) End-of-Life policy .

We hereby further confirm that (Name of OEM) products and services quoted by the Partner, including Support, towards the RFP Document and RFP No., have been examined and vetted by us. We also confirm that all the(Name of OEM) Products and Support quoted by the Partner are true representations of the capabilities of such products and that the(Name of OEM) products and services quoted by our Partner are in line with the applicable requirements specified by NICL in the referenced RFP.

Yours faithfully,

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(Name)

For and on behalf of

M/s.

Signature of Manufacturer

Dated:

Place:

Sd. /-Seal

Note: This letter of authority should be on the letterhead/certificate form issued by the manufacturing concern and should be signed by a person competent and having the power of Attorney to bind the manufacturer.

2.62 GT&C - Back-lining:

SAMPLE FORMAT for Undertaking of Back-lining for Supply, Installation, Configuration, Commissioning, Migration, Maintenance of Cloud Solution including Hardware, peripherals, associated software, licenses etc.

To

NATIONAL INSURANCE COMPANY LIMITED

Head Office: Premises No.18-0374, Plot No. CBD-81, New Town, Kolkata-700156

Dear Sir,

Sub.: RFP **NICL/IT/RFP/Cloud/21/2024**

This is to confirm that we M/S..... who is bidding in your RFP will backline the support for Cloud Solution and Equipment for complete Contract duration with M/s _____ Original Equipment Manufacturer (OEM) of _____ as per the terms of the RFP within 14 days of issuance of Purchase Order from NICL.

Signature

(Name)

For and on behalf of

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| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

M/s.

Signature of Manufacturer

Dated:

Place:

Sd. /-Seal

2.63 GT&C - Sample Format of Support:

Sample FORMAT OF Support (For each item quoted for by OEM of Supply, Installation, Configuration, Commissioning, Migration, Maintenance of Cloud Solution including Hardware, peripherals, associated software, licenses etc.

This free of charge Support shall start and shall remain valid **for 5 Years** Supply, Installation, Configuration, Commissioning, Migration, Maintenance of Cloud Solution including Hardware, peripherals, associated software, licenses etc. for items supplied against RFP No. **NICL/IT/RFP/Cloud/21/2024** from the last date of installation of the equipment that has been delivered and installed, commissioned, tested and accepted.

We warrant that everything to be supplied by us hereunder shall be brand new, free from all encumbrances, defects and faults in material, workmanship and manufacture and shall be of the highest grade and quality and consistent with the established and generally accepted standards for materials of the type ordered shall be in full conformity with the specifications, drawings of samples, if any, and shall operate properly. We shall be fully responsible for its efficient and effective operation. This Support shall survive inspection of and payment for, and acceptance of the goods, but shall expire on completion of the **period of 5 Years** after Supply, Installation, Configuration, Commissioning, Migration, Maintenance of Cloud Solution including Hardware, peripherals, associated software, licenses etc. as applicable for the respective equipment's after their successful installation and acceptance by the purchaser.

The obligations under the Support expressed above shall include all costs relating to labor, spares, maintenance (preventive and unscheduled), and transport charges from site to manufacturer's works and back for their repair/adjustment or replacement at site of any part of the equipment which under normal care and proper use and maintenance proves defective in design, material or workmanship or fails to operate effectively and efficiently or conform to the specifications and for which notice is promptly given by the Purchaser to the Supplier.

The Supplier warrants and undertakes that in case any defect be found within the defined period from the acceptance of the goods and installation thereof the Supplier will attend to the problem within the defined time period (also refer **NICL/IT/RFP/Cloud/21/2024**) of lodging of the complaint by the Purchaser either by Letter, over the telephone, by fax, email or by other modes of communications. Wherever it is required to

National Insurance Company Limited Registered & Head Office: Premises No.18-0374, Plot No. CBD-81, New Town, Kolkata-700156

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| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

replace any part, the Supplier undertakes to replace the part within the defined time period **NICL/IT/RFP/Cloud/21/2024**, of attending the call. In case of failure from supplier's side NICL may request any third party supplier to maintain the equipment and the cost thus incurred will have to be reimbursed by the Supplier to the Purchaser, failing which the Purchaser has the right to en-cash the Performance Bank Guarantee without endangering any provisions of Support written or otherwise expressed and the concerned Support will remain in full force.

Moreover we agree to Support clauses as per respective Clauses in the General Terms & Conditions of the RFP Document and RFP No. **NICL/IT/RFP/Cloud/21/2024**.

Signature of Bidder

Dated :

Place :

Seal :

2.64 **GT&C - OEM Certified Product Description including for Support:**

Sl. No.	Description of the components (Certificate from OEM should be attached)

2.65 **GT&C - Non-Disclosure Agreement:**

[Non-Disclosure Agreement] (No deviations in wordings permitted)

This Non-disclosure Agreement ("NDA") is made and entered into this ___ day of _____ in the year _____. BY AND BETWEEN NATIONAL INSURANCE COMPANY LIMITED, a Company registered under the Companies Act, 1956 having its registered Head Office at Premises No.18-0374, Plot No. CBD-81, New Town, Kolkata-700156, hereinafter referred to as "NICL/NIC" AND a company incorporated under the laws of Indian Companies Act, 1956 and having its principal place of business at < Company Name & Address> shall be referred to herein as a "Respondent".

NICL and the Respondent shall individually be referred to as "Party" and collectively referred to as "Parties".

WHEREAS, the Respondent is aware that while responding to NICL's Request For Proposal, RFP No. **NICL/IT/RFP/Cloud/21/2024**, the Respondent may be gathering information on NICL's Business/ Operations, certain proprietary information such as Technically and commercially detailed information regarding the respective products & service offerings, Organization, decision processes, technical infrastructure, working

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| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

processes and delegation of responsibilities, project management and planning methods, reports, plans and status including but not limited to technical manuals, specifications, product features, customer list, specializations, documents, financial statements and business/development plans etc., ("Proprietary Information") indicated as confidential by NICL and made available to the Respondent while responding to the RFP, is privileged and strictly confidential to and / or proprietary of NICL.

WHEREAS, Respondent agrees to receive the Proprietary Information or other information from NICL and treat all such information as confidential information and to safeguard NICL's confidential information, property, information systems, network, databases and other data.

NOW, THEREFORE, in consideration of the recitals set forth above and the covenants set forth herein, the Respondent agrees that:

Respondent agrees to hold all Confidential Information received from NICL in confidence. Respondents will use such Confidential Information only for the purpose of developing the Response to the said RFP; restrict disclosure of such Confidential Information to its employees and employees of its affiliated or partner companies with a need to know and inform such employees of the obligations assumed herein. Respondent will not disclose such Confidential Information to any third party without the prior written approval of NICL.

The Confidential Information means information which may be in any form including but not limited to oral, written or printed information or Information in electronic form, data, studies, consultants reports, trade secrets, proformas and other financial and trade/commercial information, computer models and programs, contracts, plant designs and configurations, plant performance data or other material of any kind or nature in whatever form. Wherever, information is given orally, within 48 hours, the receiving party should receive the information in writing along with the confidentiality statement from the other party. It may be noted that all the information shared as a part of said RFP in the form of project documents, discussions on system architecture, data shared for the sole purpose of evaluating and finalizing the system configuration onsite shall be the sole property of NICL and shall be treated with the same degree of confidentiality as that of the respondent. Respondent will ensure that no breach of confidentiality occurs at its own premises as well as during and after the onsite engagement as a part of this project engagement.

Without the prior written consent of NICL or except as otherwise provided herein, the Respondent will not:

- Distribute or disclose to any other person any of the Confidential Information;
- Permit any other person to have access to the Confidential Information;
- Use the Confidential Information for any purpose other than the Permitted Use; or disclose to any other person that discussions, investigations or negotiations are taking place concerning a possible transaction between the Parties, or the terms, conditions, status or other facts regarding a possible transaction between the Parties, or that Respondent has received Confidential Information from NICL.

National Insurance Company Limited Registered & Head Office: Premises No.18-0374, Plot No. CBD-81, New Town, Kolkata-700156

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| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

Notwithstanding the above, Respondent may disclose the Confidential Information, and portions thereof to its directors, officers, employees and representatives of its advisors (collectively, "Representatives") who need to know such Confidential Information for the purpose of evaluating a possible transaction between the Parties. It is understood that the Respondent will inform their respective Representatives of the confidential nature of the Confidential Information and will require its Representatives to be bound by this Agreement and not to disclose the Confidential Information to any other person.

Without the written consent of NICL the Respondent should not make public announcements/comments on any website/or issue any media statements about the NICL, RFP or RFP process.

The Respondent agrees to be responsible for any breach of this Agreement by its Representatives. Respondent agrees to protect the Confidential Information received from NICL with the same degree of care as it normally exercises to protect its own proprietary information of a similar nature. Respondent agrees to promptly inform NICL of any unauthorized disclosure of NICL's Confidential Information.

The Respondent shall ensure that in no case its employees or representative uses any USB or connectivity device in the hardware systems of NICL without permission from NICL. The Respondent shall ensure that their employees will not disclose any information of NICL even after they cease to be the employees of the Respondent. The Respondent shall ensure this by its own internal agreements.

Confidential Information does not include information that Respondent can reasonably prove, falls within any of the following:

- Information that either is legally in either party's possession or publicly available to either party prior to the disclosure of such information hereunder;
- Information that, subsequent to its disclosure hereunder, becomes publicly available to either party without any violation of this Agreement by either party;
- Information that becomes legally available to either party on a non-confidential basis from any third party, the disclosure of which to either party does not, to either party's knowledge, violate any contractual or legal obligation such third party has to either party with respect to such information ;
- Information that is independently acquired or developed by either party which can be evidenced by written records; or information that is explicitly approved for release by written authorization of NICL.

In the event that Respondent is required by law in any judicial or governmental proceeding to disclose any Confidential Information, the Respondent will give NICL prompt written notice of such request so that NICL may seek a protective order or appropriate remedy. If, in the absence of a protective order, Respondent determines, upon the advice of counsel, that it is required to disclose such Confidential Information, it may disclose such Confidential Information only to the extent compelled to do so; provided, however, that the

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| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

Respondent gives NICL written notice of the portion of Confidential Information to be disclosed as far in advance of the disclosure as is practicable and uses its best efforts, at its own expense, to obtain assurances that confidential treatment will be accorded to such Confidential Information.

No license expressed or implied in the Confidential Information is granted to Respondent other than to use the information in the manner as is permitted in the RFP or by NICL.

Respondent agrees that Confidential Information is and shall at all times remain the property of NICL. Respondent acknowledges that the Confidential Information is confidential and material to the interests, business and affairs of NICL and that the disclosure thereof (other than as permitted under this Agreement) would be detrimental to the interests, business and affairs of NICL. No use of such Confidential Information is permitted except as otherwise provided herein and no grant under any of the party's intellectual property rights is hereby given or intended, including any license (implied or otherwise). All information shall remain the property of NICL and shall be returned upon written request or upon the Respondent's determination that it no longer has a need for such information. Use of such property or licenses without the permission of NICL is strictly prohibited and the respondent will ensure that any of its employee or representative does not violate this condition, and even in the case when they cease to have any relationship with the respondent.

No license to the Respondent, under any trade secret or any other intellectual property right, is either granted or implied by the disclosure of information to the Respondent. None of the information which may be disclosed or exchanged by NICL shall constitute any representation, warranty, assurance, guarantee, or inducement by Respondent to NICL of any kind, and in particular, with respect to the non-infringement of trademarks, patents, copyrights, mask work rights, or any other intellectual property rights, or other rights of third persons or of NICL.

There are no warranties expressed or implied by this Agreement. Without limiting the foregoing, neither NICL makes any representations nor extend any warranties, express or implied, as to the adequacy or accuracy of Confidential Proprietary Information or any other information or data related thereto, or with respect to the use thereof by Respondent.

Neither this NDA nor the disclosure or receipt of information from NICL to the Respondent, shall constitute or imply any promise or intention to pursue any business opportunity described in the Confidential Information or make any purchase of products or services by NICL or its affiliated companies or any commitment by NICL or its affiliated companies with respect to the present or future transaction between the parties.

Respondent shall not modify or erase the logos, trademarks etc., of NICL or any third party present on the Confidential Information. The Respondent shall not use or display the logos, trademarks etc., of NICL in any advertisement, press etc., without the prior written consent of NICL.

National Insurance Company Limited Registered & Head Office: Premises No.18-0374, Plot No. CBD-81, New Town, Kolkata-700156

Visit us at: <https://nationalinsurance.nic.co.in>

| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

Upon the request of NICL, the Respondent, will within **7 days** of receipt of such request, return or destroy all Confidential Information and any notes, correspondence, analyses, documents or other records containing Confidential Information, including all copies thereof, then in the possession of Respondent or its Representatives and shall certify the fact of having destroyed the Confidential Information in writing to NICL. Such return, however, does not abrogate the continuing obligations of Respondent under this Agreement.

Respondent agrees and acknowledges that monetary damages would not be a sufficient remedy for a breach of this Agreement and that NICL shall be entitled to specific performance or any other injunctive relief as a remedy in equity for any such breach of this Agreement. Any remedy shall not be deemed to be exclusive or all-inclusive and shall be in addition to any and all other remedies which may be available to NICL in law or equity.

Confidential Information provided to the Respondent does not and is not intended to represent an inducement by NICL or a commitment by NICL to enter into any business relationship with the Respondent or with any other entity. If the parties desire to pursue business opportunities, the parties will execute a separate written agreement to govern such business relationships.

The Respondent agrees that during the existence of the term of this NDA and for a period of one year thereafter, the respondent shall not solicit directly or indirectly the employees of NICL.

Respondents agree that all of its obligations undertaken herein as the Respondent shall survive and continue for the period of the existence of this NDA and **a period of three years** thereafter regardless of any prior termination of this NDA.

This NDA constitutes the entire understanding between the Parties hereto as to the information and merges all prior discussions between them relating thereto. No amendment or modification of this NDA shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by their respective authorized officers or representatives.

The Respondent understand and agree that no failure or delay by NICL in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

The Respondent herein agree and undertake to indemnify and hold NICL harmless from any loss, damage, claims, liabilities, charges, costs, or expense (including reasonable attorneys' fees), that may arise or be caused or result from or be paid/incurred/suffered or caused to be paid/incurred/ suffered by reason of any breach, failure, delay, impropriety or irregularity on its part to honor, observe, adhere to, abide by or comply with any

National Insurance Company Limited Registered & Head Office: Premises No.18-0374, Plot No. CBD-81, New Town, Kolkata-700156

Visit us at: <https://nationalinsurance.nic.co.in>

| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

of the terms and conditions of this Agreement This Agreement shall be governed and construed in accordance with the laws of India

In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect.

Respondent agrees not to assign this Agreement or any interest herein without express prior written consent of NICL.

Nothing in this agreement and no action taken by the Respondent pursuant to this agreement shall constitute, or be deemed to constitute, a partnership, association, joint venture or other cooperative entity or arrangement. The Parties enter into this Agreement on a Principal-to-Principal basis and no other meaning can be assigned in interpreting any of the terms contained herein.

Any dispute or claim arising out of or in connection herewith, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of Procedure of the Indian Arbitration & Conciliation Act, 1996. The arbitration tribunal shall be composed of a sole arbitrator, and the Parties shall appoint such arbitrator with mutual consent. The place of arbitration shall be Kolkata, India and the arbitration proceedings shall take place in the English language.

IN WITNESS WHEREOF, the Respondent has caused this Agreement to be executed as of the date set forth above.

For and on behalf of Authorized Signatory Name:

Designation:

Office Seal

2.66 Intentionally Kept Blank:

2.67 Intentionally Kept Blank:

2.68 Intentionally Kept Blank:

2.69 **GT&C - Performance Bank Guarantee:**

FORMAT FOR PERFORMANCE BANK GUARANTEE

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| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

BANK GUARANTEE FOR PAYMENT (TO BE SUBMITTED IN NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE PURCHASED IN THE NAME OF THE ISSUING BANK)

To

NATIONAL INSURANCE COMPANY LIMITED

Head Office: Premises No.18-0374, Plot No. CBD-81, New Town, Kolkata-700156

Dear Sirs,

Sub.: RFP **NICL/IT/RFP/Cloud/21/2024**

Date:

In consideration of your having placed Purchase Order for purchase of items as per RFP: **NICL/IT/RFP/Cloud/21/2024** with and your agreeing to pay the aforesaid M/s.

.....(hereinafter referred to as 'The Supplier' and shall include his heirs, successors and permitted assigns) a sum of Rs..... (Rupees.....) as and by way of payment in terms of the Contract/Supply Order/Purchase Order No/s. Dated with you (hereinafter referred to as 'PO') on your agreeing to furnish to you with our guarantee in the manner hereinafter contained, we (Bankers Name) located atwith registered office at

DO HEREBY COVENANT AND AGREE AS FOLLOWS:

We, Bank Ltd. having our office located at do hereby undertake to indemnify National Insurance Company Limited or their heirs, successors or permitted assigns (hereinafter referred to as 'NIC') and keep indemnified to the extent of the sum of Rs (Rupees) from and against all losses and damages that may be caused to NICL in relation to the payment to be made by NICL to the Supplier as aforesaid by reason of any default or defaults on the part of the Supplier in the due supply of plant / machinery / equipment / spares / services for carrying out any work or discharging supplier's obligation as per the said contract in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof and in the event of any default or defaults on the part of the Supplier as aforesaid we shall forthwith on demand and without demur pay to NICL any sum not exceeding in the total the said sum of Rs. (Rupees). As may be claimed by NICL to be due from the Supplier by way of refund of such payment or any portion or otherwise as NICL's losses and / or damages, costs charges or expenses incurred by reason of such default or defaults on the part of the Supplier as aforesaid.

National Insurance Company Limited Registered & Head Office: Premises No.18-0374, Plot No. CBD-81, New Town, Kolkata-700156

Visit us at: <https://nationalinsurance.nic.co.in>

| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

Notwithstanding anything to the contrary, NICL's decision as to whether the Supplier has made any such default or defaults and the amount or amounts to which NICL is entitled by reasons thereof will be binding on us and we shall not be entitled to ask NICL to establish their claim or claims under this guarantee, but will pay the same forthwith on NICL's demand without any protest or demur.

This guarantee shall continue and hold good until it is released by NICL on the applications by the Supplier after completion of delivery of goods / services / terms and conditions at site provided that this guarantee shall in no event remain in force after the day of Without prejudice to NICL's claim or claims arisen and demanded from or otherwise notified to us in writing on or before the seventh day after the said date of expiry of the guarantee which will be enforceable against us notwithstanding that the same is or not enforced after the said date.

Should it be necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this agreement till such time with the Supplier's consent on the request by NICL, provided the terms and conditions for the extension of the Guarantee are satisfied.

NICL will have the fullest liberty without affecting this guarantee, either to vary, or to modify and to revoke any of the terms and conditions of the said PO or to extend the time of performance of the Supplier or to postpone for any time or from time to time any of NICL's rights or powers against the Supplier and either to enforce or to forbear to enforce any of the terms and conditions of the said PO and we shall not be released from our liability under this guarantee by the exercise of NICL's liberty. With reference to matters aforesaid or by reason of any time being given to the Supplier, or any other forbearance, act or omission on NICL's part or any indulgence by NICL to the Supplier or by any variation or modification of the said PO or any other act, matter or things whatsoever, which under the law relating to sureties, would but for the provisions hereof, have the effect of so releasing us from our liability hereunder provided always nothing herein contained will enlarge our liability hereunder beyond the limit of Rs. (Rupees.....) As aforesaid or extend the period of the guarantee beyond the said day of Unless expressly agreed to by us in writing.

This guarantee shall not in any way be affected by NICL's taking or varying or giving up any securities from the Supplier or any other person, firm or company on their behalf or by winding up, dissolution, insolvency or death as the case may be of the Supplier or his company/firm.

To give full effect to the guarantee herein contained, NICL shall be entitled to act as if we were your principal debtors in respect of all NICL's claims against the Supplier hereby guaranteed by us as aforesaid.

Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all NICL's claim or claims against the Supplier from time to time arising out of or in relation to the said PO and in respect of which NICL's claim in writing is lodged on us on or before the seventh day after expiry of this guarantee.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, email or registered post to our local address as aforesaid. If sent by post, it shall be deemed to have been lodged / given / submitted when the same is posted.

This guarantee and the powers and provisions herein contained, are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees hereto before given to NICL by us and now existing un-cancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

This guarantee shall not be affected by any change in the constitution of the Supplier or us nor shall it be affected by any change in your constitution or by amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.

This guarantee shall come into force on _____ and shall not be revoked by us whether before it's coming into force or any time during its currency without NICL's prior consent in writing.

We further agree and undertake to pay to NICL the amount demanded by NICL in writing irrespective of any dispute or controversy between NICL and the Supplier.

Notwithstanding anything contained hereinabove our liability under this agreement is restricted to Rs (Rupees). Unless a written claim is lodged on us for payment under this guarantee within seven days of the date of expiry of this guarantee i.e. on or before all NICL's rights under this guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities thereunder, irrespective of whether or not the original guarantee is returned to us, discharged.

We have power to issue this guarantee in NICL's favor under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED ON THE DAY OF FOR & ON BEHALF OF THE
.....BANK LTD.

National Insurance Company Limited Registered & Head Office: Premises No.18-0374, Plot No. CBD-81, New Town, Kolkata-700156

Visit us at: <https://nationalinsurance.nic.co.in>

| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

FOR & ON BEHALF OF

(BANKER'S NAME)

Branch Manager

(Banker's seal)

Address.....

.....

P.S.: The amount referred to above will be as per the terms of payment specified

2.70 **GT&C - Format for EMD/Bid Security:**

To

NATIONAL INSURANCE COMPANY LIMITED

Head Office: Premises No.18-0374, Plot No. CBD-81, New Town, Kolkata-700156

Dear Sir,

Sub.: RFP **NICL/IT/RFP/Cloud/21/2024**

Date:

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 National 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 _____ 20__.

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; or

National Insurance Company Limited Registered & Head Office: Premises No.18-0374, Plot No. CBD-81, New Town, Kolkata-700156

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| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

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.

Signature of Bidder

Dated :

Place :

Seal :

2.71 GT&C - Undertaking for providing authorized representatives of IRDAI the right to inspection, investigation, obtaining information:

To

NATIONAL INSURANCE COMPANY LIMITED

Head Office: Premises No.18-0374, Plot No. CBD-81, New Town, Kolkata-700156

Dear Sir,

Sub.: RFP **NICL/IT/RFP/Cloud/21/2024**

Date:

Undertaking from the Bidder for providing authorized representatives of the IRDAI the right to inspection, investigation, obtaining information for Tender Ref No: NICL/IT/RFP/Cloud/21/2024

We hereby undertake to provide authorized representatives of Insurance Regulatory Development Authority of

India (IRDAI) right to:

(a) examine the books, records, information, systems and the internal control environment to the extent that they relate to the service being performed for the company for NICL under this contract and

(b) access to any internal audit reports or external audit findings for the service being performed for

National Insurance Company Limited Registered & Head Office: Premises No.18-0374, Plot No. CBD-81, New Town, Kolkata-700156

Visit us at: <https://nationalinsurance.nic.co.in>

| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

company to NICL under this contract.

Signature of Bidder

Dated :

Place :

Seal :

2.72 GT&C - Format of Certificate for Tenders for Works under Rule 144 (xi) in the General Financial Rules (GFRs), 2017:

Format of Certificate for Tenders for Works under Rule 144 (xi) in the General Financial Rules (GFRs), 2017.

To

NATIONAL INSURANCE COMPANY LIMITED

Head Office: Premises No.18-0374, Plot No. CBD-81, New Town, Kolkata-700156

Sub.: RFP **NICL/IT/RFP/Cloud/21/2024**

Date:

Sir,

Bidder Name:

We, M/s ----- are a private/public limited company/LLP/Firm incorporated under the provisions of the Companies Act, 1956/2013 Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having our registered office at ----- (referred to as the "Bidder") are desirous of participating in the Tender Process in response to your captioned RFP and in this connection we hereby declare, confirm and agree as under:

a) We, the Bidder have read and understood the contents of the Office Memorandum & the Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 23rd July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a land border with India and / or sub-contracting to contractors from such countries.

b) In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we the Bidder hereby declare and confirm that:

National Insurance Company Limited Registered & Head Office: Premises No.18-0374, Plot No. CBD-81, New Town, Kolkata-700156

Visit us at: <https://nationalinsurance.nic.co.in>

| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

* We, the Bidder are not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017. or *We, the Bidder are from such a country and has been registered with the Competent Authority i.e. the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as stated under Annexure I to the said Office Memorandum / Order and we submit the proof of registration herewith.

(*Delete whichever is not applicable)

c) We, the Bidders agree and undertake that if the contract is awarded to us, we will not sub-contract or outsource the contract and / or any part thereof unless such subcontract/ outsourcing is permitted by NICL in writing, in which case we shall not subcontract or outsource the work to a contractor from such countries, unless such contractor is registered with the Competent Authority and proof of same is obtained.

2. We, the Bidders hereby confirm that we fulfill all the eligibility criteria as per RFP and are not ineligible from participating in the Tender in view of the above Office Memorandum and Order. We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, NICL shall be within its right to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action against us. NICL shall also be within its right to forfeit the security deposits provided by us and also recover from us the loss and damages sustained by NICL on account of the above.

3. This declaration cum undertaking is executed by us through our Authorized signatory/ies after having read and understood the Office Memorandum and Order (Public Procurement No.1) both bearing F.No.6/18/2019/PPD of 23rd July 2020 of Ministry of Finance, Department of Expenditure, Public Procurement Division, Government of India including the words defined in the said order (reproduced hereunder) which shall have the same meaning for the purpose of this Declaration cum Undertaking.

Definitions:

"Bidder from a country which shares a land border with India" for the purpose of this Order means:

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

National Insurance Company Limited Registered & Head Office: Premises No.18-0374, Plot No. CBD-81, New Town, Kolkata-700156

Visit us at: <https://nationalinsurance.nic.co.in>

| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

"Beneficial owner" for the purpose of above will be as under:

(i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means. Explanation —

a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;

b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

(i) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

(ii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(iii) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

(iv) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

"Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons."

Dated this, the _____ day of _____ 20__

Signature:

Name of the authorized signatory

Designation

Duly authorized to sign the RFP Response for and on behalf of: (Name and Address of Company)

National Insurance Company Limited Registered & Head Office: Premises No.18-0374, Plot No. CBD-81, New Town, Kolkata-700156

Visit us at: <https://nationalinsurance.nic.co.in>

| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

Company Seal:

*Note: Where applicable, evidence of valid registration by the Competent Authority shall be attached.

3

Eligible Bidders:

The following are the conditions, which are to be necessarily fulfilled, to be eligible for technical evaluation of the Bid. Non-compliance of any of criteria will entail summary rejection of the bid offer. Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made along with tender. NICL also reserves the right to verify / evaluate the claims made by the vendor independently. Only those interested Bidders who satisfy the following eligibility criteria should respond to NICL/IT/RFP/Cloud/21/2024 : Refer [Annexure 3 – Bidder Profile](#), and Annexure [4 – Financial Information](#).

Sl. No.	Criteria	Supporting Documentation
Bidder's Eligibility		
1	<p>Should be a public / private limited company registered Company in India under the Companies Act, 1956 / 2013 for a minimum period of Five years in India.</p> <p>In case the Bidder is a wholly owned subsidiary, then the relevant project experience of the parent company would be considered for compliance.</p> <p>In case of mergers / acquisitions / restructuring or name change, the date of establishment of earlier/ original partnership firm/ limited company will be taken into account.</p>	Certificate of Incorporation
2	The Bidder should hold a valid GST Number & PAN Card and should be registered with the appropriate authorities for all applicable statutory taxes/duties.	<p>1. Copy of GST certificate to be submitted</p> <p>2. Copy of PAN Card to be submitted</p>

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3	<p>The Bidder should be an established Information Technology company and in operation for at least 5 years in India as at 31.03.2023</p> <p>In case the Bidder is a wholly owned subsidiary, then the relevant project experience of the parent company would be considered for compliance.</p>	<ul style="list-style-type: none"> ● Certificate of Incorporation ● Memorandum of Association ● Articles of Association
4	<p>The bidder should have successfully supplied and/or, maintained Private Cloud based VMware Cloud solution (by utilizing vCloud Suite) or other similar best-in-class Hypervisors with a minimum of 10 servers at Customer's DC or DR in Indian Market in the last five years 2019-20, 2020-21, 2021-22, 2022-23 and 2023-24 in at least 1 (one) Ministry /Department of Govt. Of India / State Government / Public Sector BFSI / PSU / Private Sector BFSI.</p> <p>In case the Bidder is a wholly owned subsidiary then the relevant project experience of the Parent Company will be considered for eligibility criteria compliance.</p>	<ul style="list-style-type: none"> ● Purchase Order/s for procurement and implementation. ● Project Sign off / Installation report / customer letter.
5	<p>The Bidder should have an active partnership with the proposed Hardware OEM to offer their Hardware and Software as a service to NICL.</p> <p>In case the Bidder is a wholly owned subsidiary then the relevant documents of the Parent Company will be considered for eligibility criteria compliance.</p>	<ul style="list-style-type: none"> ● Copy of partnership certificate from the OEM.

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6	<p>The bidder should have an overall annual turnover of minimum Rupees Two Hundred Fifty Crore in each of the last three (3) financial years (2021-22, 2022-23 and 2023-24).</p> <p>In case of merger or acquisition, financials of merged or acquired companies may be considered in case of new companies.</p> <p>In case the Bidder is a wholly owned subsidiary then the relevant financials of the Parent Company will be considered for eligibility criteria compliance.</p>	<ul style="list-style-type: none"> • Audited Financial statements for the respective financial years and/or • Published Balance Sheet and/or • CA Certificate
7	<p>The Bidder should have a positive net worth in the last three (3) financial years i.e. 2021-22, 2022-23 and 2023-24.</p> <p>In case of merger or acquisition, financials of merged or acquired companies may be considered in case of new companies.</p> <p>In case the Bidder is a wholly owned subsidiary then the relevant financials of the Parent Company will be considered for eligibility criteria compliance.</p>	<ul style="list-style-type: none"> • Audited Financial statements for the respective financial years and/or • Published Balance Sheet and/or • CA Certificate
8	<p>The Bidder should be ISO 20000 and ISO/IEC 27001 certified, with certifications valid at the time of bid submission.</p>	<p>Copy of relevant certifications</p>

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| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

9	<p>The Bidder/group company should have manpower with certifications in Cloud Technologies and certifications on RHCSA, RHCE, VMWare Certified Professionals in Data Center Virtualization or, in similar best-in-class Virtualisation Platforms of other global OEMs, etc.</p> <p>In case of mergers / acquisitions / de-mergers / restructuring or name change, the employees of the Group Company will be considered for compliance.</p> <p>The Bidder should have at least 10 certified professionals on their payroll.</p>	
10	The Bidder / Group company should have its own support offices in at least two locations - Kolkata and Bangalore.	List of Bidder's support centers
11	The Bidder should have Toll Free number for fault registration within India, operating 24x7x365 basis etc. Information regarding help-desk and escalation matrix should be submitted (details like name of contact person, phone no, location, the process of complaint booking and resolution, etc.)	Copy of relevant document/certificate.
12	Any Government or PSU enterprise in India should not have blacklisted the Bidder as on the date of the submission of bid.	Self-Declaration letter by Bidder authorized signatory.
13	The Bidder should not have filed for Bankruptcy in any country.	Self-declaration confirming the criteria.
14	The bidder should be the Original Equipment Manufacturer (OEM) or its Authorized reseller/seller or partner of the products	A valid Manufacturer Authorization Form from the OEM as per GT&C – MAF :

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| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

	offered.	
15	The bidder should submit the detailed Bill of Material (BoM/BoQ) covering all the Hardware and software components being supplied as part of the solution with details of the required infrastructure from the Bank.	To be submitted as part of Technical Bid
Private Cloud OEM Eligibility Criteria		
1	OEM should have presence in India for last 5 years and should be the manufacturer of Server, Storage	<ul style="list-style-type: none"> ● OEM needs to submit a letter with authorized signature/Purchase Order/Sign-off from user organization. ● It may be asked to the OEM to arrange a call or site visit with the end customer if required.
2	The OEM must have registered average annual turnover of Rs 1000 Crores or above during the last 2021-22, 2022-23 and 2023-24 (Not inclusive of the turnover of associate companies).	Copies of the audited balance sheet/Certificate of the company are to be submitted.
3	The Original Equipment Manufacturer (OEM) vendor should have a valid ISO 9001:2015 Quality Certification.	Copy of the relevant document
4	The OEM/Partner should have their spare warehouse/Depot in Kolkata and Bangalore	Relevant documents authorized by the OEM along with locations details to be submitted

3.1 Preparation of Bid:

The RFP will be in three parts, viz., Pre-Qualification, Technical and Commercial bid

Bidder has to meet the minimum eligibility criteria as mentioned in the Pre-Qualification Bid

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| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

If, on evaluation of the Technical bids it is observed that any one or more items of the product offered in the RFP do not meet the minimum requirements of Specifications, NICL reserves the right to accept or reject the Bid.

The Commercial bids of only those Bidders will be opened who qualify at the Technical bid evaluation stage and whose products are found to meet the specifications offered by them, at a date and time to be specified later.

The Bidder shall prepare the bid in the following manner. Relevant documents, letters, forms, supporting, etc. need to be attached to each part as given below

The BID SECURITY. This would contain only the Bid Security (Earnest Money) amounting to **Rs. 25,00,000.00 (Rupees Twenty Five Lakh Only)** by way of BG/DD/NEFT/RTGS in favor of National Insurance Company Limited, payable as per Bank Details mentioned in this document. Non-furnishing of EMD will disqualify the Bidder.

The EMD would be returned to the unsuccessful Bidder (without any interest) and on receipt of application, within 90 days of award of Purchase Order to the Successful Bidder. For the successful Bidder, the same would be retained as Security Deposit without any interest till a BG of **10% of Contract Value** is received by NICL, in the form of Performance Bank Guarantee (PBG) as per format given in **Section – [GT&C - Performance Bank Guarantee](#)**:

The Bid Security Deposit will be forfeited if:

The Bidder withdraws his bid at any time before the LOI of PO or Advice for execution is issued against the RFP.

OR

The Bidder fails or refuses to execute the work after having been identified L1 in the bid, before or after LOI/PO/Advice for execution is issued

OR

Fails or refuses to furnish the Performance Bank Guarantee

OR

The Bidder fails or refuses to execute the Contract.

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| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

1. **The PRE-QUALIFICATION BID:** This would contain the Bidder Profile **Section** - [Annexure 3 – Bidder Profile](#), Financial Information **Section** - [Annexure 4 – Financial Information](#), Proof of transfer of Bid Security (Earnest Money) for an amount equal to **Rs. 25,00,000.00 (Rupees Twenty Five Lakh Only)** enclosed in the appropriate envelope along-with the Pre-Qualification Bid documents. Any other documents that are required in the process, like client engagement letters or certificates, audited balance sheets, etc. and a **USB Drive** containing the soft copy (both '**PDF**' and '**xlsx**' formats) of the Pre-Qualification Bid and are also to be included herein.

2. **The TECHNICAL BID:** This would contain the Technical Bid Letter **Section** - [Annexure 1 – Technical Bid Letter](#), Technical Bid Particulars **Section** - [Annexure 2 – Technical Bid Particulars](#), Format of Support **Section** - [GT&C – Sample Format of Support](#), OEM Certified Product Description **Section** - [GT&C – OEM Certified Product Description including for Support](#), Manufacturer's Authorization Form **Section** - [GT&C – MAF](#), NICL Location Details **Section** - [Annexure 12 – NICL Location Details](#) Technical Compliance **Sections** -
 [Scope of Work: \(SoW\):](#)
 [MTFS&C: Cloud Solution](#)
 [BOQ - A: DC](#)
 [BOQ - B : DR](#)
 [BoQ - C: Optional - 1](#)
 [BoQ - D: Optional - 2](#)
 Statement of Deviation from RFP Terms and Conditions **Section** - [Annexure 7 – Statement of Deviation from RFP Terms and Conditions](#) if any,

 and Details of the proposed solution, proposed methodology and timeline (in a separate sheet). Any other documents that are required in the proposal process, like client engagement letters or certificates, audited balance sheets, etc. and a **USB Drive** containing the soft copy (both '**PDF**' and '**xlsx**' formats) of the Technical Bid and are also to be included herein.

3. **The COMMERCIAL BID:** This would contain the Commercial Bid Letter **Section** - [Annexure 8 – Commercial Bid Letter](#), Commercial Bid Particulars **Section** - [Annexure 9 – Commercial Bid Particulars](#), Commercial Bid **Section** - [Annexure 10 – Commercial Bid and its subsections](#). An **USB Drive** containing the soft copy (both '**PDF**' and '**xlsx**' formats) of the Commercial Bid is also to be included herein.

National Insurance Company Limited Registered & Head Office: Premises No.18-0374, Plot No. CBD-81, New Town, Kolkata-700156

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| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

Bidders have to submit their Bid online, on or before the last date and time mentioned in RFP.

Details of the procedure to be followed for online submission of bid, is available in Section - [Instructions to Bidders](#). Bidders have to abide by the same.

4 Scope of Work: (SoW):

NICL currently has its DC co-hosted in Kolkata, and DR co-hosted in Bangalore. The IT infrastructure currently co-hosted in DC and DR include servers, storage, network, information security, backup devices, etc. installed in racks. The Near Site is in Kolkata, which houses storage.

The scope of work under this RFP broadly covers procurement of a private cloud solution and would include Supply, Installation, Configuration, Commissioning, Migration, Maintenance of Cloud Solution including, all associated Equipment with the relevant applications and infrastructure in NICL's Data Center (DC), and Disaster Recovery Site (DR), during the contract period.

As part of the RFP NICL intends to select a System Integrator (SI) for Supply, Installation, Configuration, Commissioning, Migration, Maintenance of Cloud Solution as per specification. Successful bidder shall carry out design, supply, installation, integration, configuration, programming & commissioning of Integrated Interface System with Accessories as per specification.

The required solution to be implemented in NICL's DC, NDR & DR will be an integration to the existing network, security, server, storage infrastructure of NICL deployed in its Data Center and Disaster Recovery Site. Based on these broad functional requirements, the bidder should quote for the integrated private cloud solution.

The Scope also includes migration of the in-scope applications in [Applications-in-Scope](#) from the on-premise infrastructure to the Private Cloud followed by comprehensive On-Site **Support** (with 6 Hour resolution at deployment location of NICL, along with commissioning) for the project period of 5 years extendable by 2 years on the same Terms & Conditions and mutually agreed prices solely at NICL's discretion and, updates, upgrades to ensure secure operations, prevent obsolescence (E-O-L viz. End of Life, E-O-S viz. End of Support) of the Components as applicable.

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| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

The bidder shall provide Comprehensive Maintenance Services, ensuring adherence of SLAs for the Private Cloud Solution and related services mentioned in [Scope of Work: \(SoW\)](#): for project period of **5 Years extendable by 2 years**

It is the bidder's responsibility to support the entire infrastructure from the date of start of contract.

Interested bidders may visit the site post approval from NICL.

1. Generic (SoW): Operations and Maintenance for 5 years

a. Design philosophy and basic features of the target private multi-cloud platform

1. The proposed private cloud infrastructure to run both virtualized and bare metal based work load. Proposed solution should be designed for appropriate working of this architecture.
2. The Bidder shall be responsible for provisioning required Private Cloud infrastructure for various applications.
3. The Bidder shall examine the application landscape that needs to be hosted on private cloud infrastructure. This activity may enable the Bidder to gauge the application workload requirements before provisioning the respective cloud infrastructure / configuration and Services for the respective applications as per the Industry standards.
4. The Bidder should deploy and install all the hardware and software as a service as a private cloud deployment at NICL's DC,DR and Near DC. The deployed Hardware, Software may be connected with OEM's cloud for control & orchestration plane only of the deployed hardware at NICL's DC,DR and Near DC. **However no business data of NICL shall move to / from any external cloud.**
5. Activation and Patch Management activity to be performed on the Private Cloud for the installed hardware and software has to be discussed and approved by NICL.
6. The Bidder/OEM should have an active and premium partnership with VMware, RedHat, Microsoft, Other Hardware and Software solutions proposed as part of the Bid for offering their solution as a service to NICL. **The bidder needs to submit necessary documentary proof during the time of RFP submission.**

National Insurance Company Limited Registered & Head Office: Premises No.18-0374, Plot No. CBD-81, New Town, Kolkata-700156

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| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

7. Hardware and Software proposed should be compatible for the required deployment. **The bidder should propose back to back support from OEMs for the proposed solution.**
8. The proposed hardware and software should be from latest offering of OEM and should have minimum support for seven years from date of RFP submission
9. The Bidder should manage the proposed Private Cloud solution in NICL's DC, and DR Environment on day to day basis for the project period as per the responsibilities defined in the Scope of Work
10. The Bidder needs to integrate the Private Cloud solution with NICL's existing hardware and software tools such as Existing Servers, SAN Storages, VMs, Networking, Switches, Antivirus Software, Load Balancer, IPS, Firewall, AV-EDR etc. for smooth functioning of the project. Bidder also needs to maintain compatibility of the private cloud hardware and software with NICL's existing infrastructure.
11. The Bidder/OEM is responsible for deployment of Tools, Industry Standard Framework and Resources to monitor the proposed Hardware and Software at NICL's DC, DR and Near DC.
Features of provisioned tools should include but not limited to the following:
 - a. Discovery and Monitoring
 - Hybrid Infrastructure Discovery
 - On-Prem Physical Servers, Storage
 - Virtualization Environment
 - Private Cloud
 - Converged and Hyperconverged environment
 - Public Cloud [IaaS, PaaS, FaaS, and CaaS]
 - Cloud native applications – containerized environments
 - Hybrid Infrastructure Asset Visibility & Status
 - Monitoring Automation
 - Monitoring Hybrid Infrastructure for availability and performance metrics
 - b. Operations, Event and Incident Management
 - Operations Reports – standard and custom reporting

National Insurance Company Limited Registered & Head Office: Premises No.18-0374, Plot No. CBD-81, New Town, Kolkata-700156

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| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

- Integrations – Adapters for 3rd Party ITSM Solutions (integration with existing ManageEngine and LogRhythm SIEM in NICL is a must)
- Integration Framework - [Email - Google Workspace, SNMP Trap, Webhook, and API]
- Event Management
 - Integration with 3rd party event data source
 - Integration with NIC's LogRhythm SIEM
 - Integration with Trellix EDR
 - Event Correlation based on AI/ML
 - Event Correlation based on time and event attributes
 - Event Suppression based on AI/ML [Seasonal based Events], and attribute based
- Service Desk - (Integration with ManageEngine)
 - Incident Management
 - Problem Management
 - Change Management
 - Service Request

c. Remediation and Automation

- Workflow Automation - remediate operational issues without manual intervention
- Run Book Automation [PowerShell, Python and Shell] - identify a common set of operations on a single resource and then extend it to hundreds of resources
- Remote Console Access [RDP, SSH, Telnet] - Secure Shell (SSH) with Public Key and credentials,
- Patch Management for Windows and Linux

12. The Bidder is responsible for upgradation of OS, Firmware, Patches and maintenance of hardware and software as on date to manage NICL's application performance. The Bidder needs to integrate with NICL's existing patch management tool for deployment of patches for the Private Cloud Hardware and Software.

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| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

13. The Bidder/OEM is responsible for providing a minimum of the following managed services, including but not limited to Installation, Configuration and Management of the following private cloud components including but not limited to as applicable through proposed solution:
 - Virtual machines.
 - Storage (block, object etc., as applicable).
 - Identity and access management (integration with Active Directory and Arcon PAM).
 - Take backups, snapshots of application servers, applications, databases and it's archival, retrieval, access, authorization
 - Monitoring of all instances and reporting of failure as per SLA.
 - Provide access to monitor health/system utilization through a dashboard.
 - Monitoring all cloud services used for an application and fixing of issues, if any.
 - Generate email alerts for all major problems in the cloud infrastructure & application.
 - Performing DC and DR Drill on quarterly basis for the Private Cloud solution as per NICL's requirements
14. The solution must include the necessary tools and processes for evaluating database performance and improving the same.
15. The Private Cloud Solution should be a next Generation Compute Platform (including Storage, Network).
16. The proposed private multi-cloud management platform shall offer a scalable, multi-workload and production ready environment for NICL.
17. The private multi-cloud management platform shall allow NICL to deploy the cloud in their preferred location and environment, for workloads that require privacy, control, and low-latency data locality. It should not be mandatory to move critical data to a particular Data Centre as per the cloud service provider's convenience.
18. Going by the diversity of NICL's present and future landscapes, the private cloud management platform shall be able to onboard, provision, remediate, monitor, and manage lifecycle of the bare-metal servers, virtual machines, and containers.
19. The Compute and Storage usage shall be metered by the private multi-cloud management platform as applicable. The same meter-based report shall be submitted to NICL as an enclosure of the periodic billing based on the UoM defined in BOQ. The Bidder should also provide access to this tool to NICL.

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| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

20. This monitoring tool shall be capable of providing the exact utilization of servers and shall be able to generate per day, per month and per quarter utilization reports based on which the payments will be made to the Bidder. Detailed user level or user group level auditing, monitoring, metering, accounting, quota and show-back information is essential.
21. The Bidder/OEM should provide the metering tool along with pricing methodology and necessary training to NICL at the start of the contract to measure the Systems' usage for the purpose of Quarterly billing. NICL will share the Core Team Details for training on the Metering tool and console login and Management.
22. The OEM's Metering tool will reside on a virtual machine or a Physical Server (all in HA) provided by Bidder and it should be installed in NICL's DC and DR with access only to NICL's approved Core Team. NICL can check raw data collected anytime. All metering must happen inside NICL's DC, and DR, and an encrypted communication (email or API) with usage should be sent to NICL by the bidder/OEM for billing purposes after obtaining necessary approvals from NICL.
23. NICL shall be able to get such a consumption report audited by a third-party auditor if required.
24. The private cloud management platform shall have hybrid provisioning support for brownfield public cloud environments and must be able to onboard, monitor, manage and meter public cloud instances as well. The platform should be able to produce a consumption analytic report for all on-premises, collocated and public cloud-based instances of **Hyperscale Cloud Providers** e.g. AWS, Azure, etc.
25. The proposed private cloud management framework shall have optional features for Kubernetes based container orchestration along with AIOps for the Develops purpose and shall allow the developers and data analytics team of NICL to manage, govern, federate, and analyze data across hybrid environments through a single global namespace.
26. The developers using the above optional feature of the private cloud management platform shall get access to an integrated marketplace for easy access to the necessary open-source apps and toolsets.
27. The optional container management and orchestration section of the private cloud platform shall easily integrate with popular Infrastructure as Code tools, such as Terraform, Chef, Puppet, Red Hat Ansible etc. (also refer BoQ) enabling

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| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

NICL's DevOps teams to quickly automate and orchestrate dev and test environments in the private cloud as easily as in the public cloud.

28. The Bidder/OEM shall support the respective application teams for deployment of applications on the private cloud infrastructure and maintaining all infrastructure related activities during the contract period.
29. The cloud services delivery model shall be based on a shared responsibility matrix between the private cloud service provider and the NICL. NICL shall have freedom of choosing Guest OS and images, Application software and utilities, Application data, tenant network configuration & policies and Perimeter security of their Data Centre network. Aspects like, Identity and Access management, Infrastructure security, uptime, resilience, and SLAs shall be owned up by the private cloud service provider.
30. At present, the different components of the application stack of NICL are placed in the different network security zones as per corporate security policy. The proposed private cloud management platform shall be able to connect to different network zones, to deploy compute instances with identical network zone isolation.
31. The proposed private multi-cloud management platform shall offer an integrated robust data protection and cloud environment agnostic disaster management framework across private and public cloud environments. Ransomware early detection and quick reversal following the NIST framework (Identify, Protect, Detect, Respond, Recover) shall be a basic feature of such a disaster tolerance system.

Features of Bidder provisioned tools should include but not limited to the following:

- Identify: Identify gaps in infrastructure through non-disruptive ransomware recovery testing.
- Protect: Provide administrators the ability to test security policies, processes and procedures (enable non-disruptive testing of disaster recovery, protection strategies) and patching schedules with minimal manual input.
- Detect: Detect anomalous activity in no time.
- Respond: Provide administrators the ability to rollback infrastructure in the shortest possible time to its state before an attack.

- Recovery: Provide administrators the ability to recover data to its prior state just prior to a ransomware attack or any other data loss event, such as a logical failure or a bad actor deleting data.
 - Application Centric Protection: Provide administrators the ability to recover the whole application as it stood at a particular point in time rather than having to try and rebuild the app from disparate data
 - Journal: Stores data checkpoints in a journal, providing administrators the ability to restore (full sites, individual applications, single VMs, and files and folders —all from the journal) from multiple points in time.
32. The Bidder to intimate NICL immediately about surge in resource usage in case of DDoS or any other cyber-attacks.
 33. The Bidder shall afford NICL access to its technical capabilities, documentation, records, etc. to the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of any data collected and stored by the Bidder.
 34. Unless otherwise specifically mentioned by NICL, the Bidder should ensure encryption for the data at rest and in transit. Further, as and when HSM/KMS solution is provisioned by NICL, the same is to be integrated by Bidder/OEM.
 35. NICL may provision data classification and data leakage prevention solutions. As and when solutions are provisioned by NICL, the same is to be integrated by Bidder/OEM.
 36. The Bidder shall also be able to meet any new security requirements as specified by NICL or its Regulator/designated authority/Auditor during the period of the contract.
 37. NICL may seek the right to perform remote audits / review through the management console of the provisioned cloud environment through a third party auditor appointed or authorized by MeitY/GoI/IRDAI. NICL will notify the Bidder in advance regarding the same. The Bidder shall provide the required support for such an audit.
 38. The Bidder shall appropriately size and propose the options of virtual machines and underlying physical servers as per [BOQ - A: DC](#), [BOQ - B : DR](#). The proposed minimum sizing is an estimation done by NICL and is the minimum that the bidder has to provide on Day One. In case the bidder is of the opinion that the sizing is inadequate to maintain SLA, the bidder can increase the size and provision the private cloud solution accordingly. The

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| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

Bidder is to note that the Virtual environment should not be sized beyond 70% utilization of physical Workload.

39. The Bidder shall provision processing/ compute, memory, storage, network devices, components, licenses, and other fundamental computing resources including Operating system (Windows & RHEL), and Hypervisors. The licenses for these components must support version upgrades throughout the Contract Period. NICL will provision only Oracle DB Licensing and other Application licenses being ported to the Private Cloud Solution. In cases where the proposed sizing is higher than licenses owned by NICL, NICL shall provision licenses accordingly.
40. The scope shall include provision of support subscription from respective OEMs **(except Oracle DBs)**.
41. The Bidder's Hosting, Implementation & Management Services shall include provision of VMs, configuration of network devices, OS installation, Hypervisor Installation. Services shall also include setup, configuration, and licensing as per Scope of Work: (SoW):.
42. Bidder/OEM to provision minimum Buffer as per BOQ - A: DC, BOQ - B : DR additional capacity of the supplied hardware (Compute, Block Storage, Object Storage, Backup Software with Hardware, Windows and RHEL, VMware Suite, VMware ESXi, similar best-in-class Virtualisation Platforms of other global OEMs quoted by the Bidder) at NICL's DC, and DR available anytime for immediate consumption by NICL to handle sudden spike in business growth. **The Bidder needs to provision Hardware and Software as per the minimum starting requirement furnished by NICL, BOQ - A: DC, BOQ - B : DR.**
43. In case there is a requirement of additional capacity, NICL will release Purchase Order (PO) for procurement of additional capacity. It is the Bidder's Responsibility to monitor the installed Hardware Compute, Block Storage, Object Storage, Backup Software with Hardware and necessary Software's utilization levels in-order to maintain minimum 30%- Buffer capacity available anytime at NICL's DC, and DR.
44. The Bidder needs to submit a report to NICL every month on the current utilization levels and needs to intimate NICL at least 60 days in advance in-case additional hardware is to be augmented by OEM to maintain minimum Buffer capacity availability at NICL's DC, and DR. The Bidder needs to provide documentation to NICL on pricing methodology and metering system used to bill the buffer capacity utilized by NICL.

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45. In case of Additional buffer capacity augmented by NICL to maintain minimum buffer capacity at NICL's DC, and DR, after supply of the hardware and software, the bidder needs to update the overall capacity of the private cloud solution with updated current capacity and updated buffer capacity. The updated capacities along with history of upgrades from day 1 of the installation should also reflect in the console provided by OEM/Bidder.
46. The Bidder needs to maintain 99.9% uptime calculated on 24*7 basis per month for all equipment supplied. The Bidder needs to provision highest support and direct support from the OEMs proposed for the Private Cloud solution and its components including hardware and software. Bidder to provision 30 minutes' response time for troubleshooting and complaint logged by NICL and 6-hour Call to repair service for the supplied hardware. In case of open source hardware or software proposed by the OEM or Bidder, the Bidder needs to take ownership for the support and compatibility with the proposed Hardware and Software. Penalty applicable for every 0.1% drop is 0.1% percent of cost of affected set of services' Quarterly billing value in INR. The same will be deducted in the upcoming Quarterly billing submitted to NICL. Maximum Penalty applicable will be 10% of the quarterly billing value.
47. The Bidder shall ensure IPv6 compliance for the entire solution.
48. The Bidder shall provide the backup solution as per NICL's **Backup policy**.
 - The Bidder shall ensure integrity of data while replicating from one site to another.
 - Backup (full, incremental, differential) data regularly to ensure availability of data and perform periodic recovery operations to check correctness.
 - Ensure data-level monitoring is in place, and logs meet all the compliance requirements of NICL/ISP(s).
49. The private cloud solution shall be based on a flexible commercial model, that is focused on service and business outcomes, underpinned by agreed and measurable service levels and incentivized based on delivery. NICL must be able to Scale Up/ Down the Compute, Storage, etc. on a Pay-as-you-Go Model for this Private Cloud. This setup must be compliant with Oracle's license requirements.
50. On expiration / termination of the contract, the Bidder shall handover the solution infrastructure and associate services, account on as is basis with

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complete data in the desired format to NICL which will be easily accessible and readable without any additional cost to NICL.

51. The Bidder shall be responsible to provide manpower suitably qualified and experienced to meet the defined SLAs
52. The support cost quoted by the Bidder shall include all costs towards monitoring, management and support of the private cloud infrastructure / services etc.
53. The Bidder's Managed Services shall include (but not limited to) providing up/down status reporting, backups/ restoration, security, malfunction alarms/alerts, fault monitoring, incident management, patch management, performance management, change management (including device configuration, backups, and log reporting), escalation, and resolution; 24*7*365 performance reporting.
54. Applicable SLAs (for Incident Requests, Service Requests, and Uptime) and Delivery timelines shall be submitted along with the proposed solution. The proposal shall have deployment and operation support including, but not limited to, design, architecture, implementation, and support of all the proposed components. The Bidder shall provide compliance, scope of work and SLAs for all Services. The Bidder shall be solely responsible for migration & implementation of the data, applications, OS, and DBs at NICL DC, and DR sites, as mentioned in Scope of Work: (SoW):.
55. The Bidder shall provide 24*7*365 support for the overall environment. The Bidder must confirm the support mechanism with response times. Response times to be mentioned for both Incident and Service Requests
56. The proposed private cloud management platform shall assist NICL in terms of reducing carbon emission footprint and meeting the net-zero goals. A comprehensive sustainability report shall be implemented for the same purpose.

b. Scope of Work – Private Cloud (To be done by the Bidder and Private Cloud Solution provider (OEM))

1. Multiple virtual machines across single and multiple sites in single request for High availability - deployment of multiple VMs in any of the 2 sites, DC and DR

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2. The Bidder/OEM should ensure template based deployment of VMs should have automation like host name customization, IP address allocation
3. The Bidder/OEM should ensure that high availability is ensured at all levels of the “compute” provisioning.
4. The Bidder/OEM should provide single pane of glass for monitoring entire infrastructure
5. Dashboards should auto recognize and accommodate addition of new ESXi hosts or clusters added in the vSphere infrastructure.
6. The private cloud architecture should be capable of running diverse applications like web applications, databases, etc.
7. The Bidder/OEM should design and deploy monitoring and logging solutions between DC, and DR.
8. The Bidder/OEM should design and deploy replication solutions between DC, and DR. The bidder/OEM should study the existing replication methodology, bandwidth and design solution accordingly. In case existing bandwidth is inadequate for replication, bidder/OEM should suggest upgrade of the links, with technical justification and OEM documentation.
9. The Bidder/OEM should integrate NICL’s on-premise AD with the cloud management platform for SSO and role based access. As and when PAM/PIM solution is deployed by NICL, the same should be integrated by Bidder/OEM.
10. The Bidder/OEM should design and deploy the configuration management tool for configuration management
11. The solution should have capabilities to integrate with network security devices on constructs such as IP address, VM names, objects and tags, MAC addresses, Security tags etc.
12. System should support integration with load balancers for Layers 4 through 7 load balancing based on source/destination IP, application content, relative weight, CPU – Memory Utilization of load balancer(round-robin), least connections, etc.
13. Implementation & Support for other software or frameworks as mentioned in the RFP will have to be provided by the bidder/OEM
14. The Bidder/OEM should provide direct, Prioritized and Proactive Support for enabling expedited issue resolution, minimize downtime, and prevent recurring incidents.

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15. The Bidder/OEM should provide direct routing to senior-level Technical Support Engineers
 16. Root cause analysis for any issue to be provided by Bidder/OEM and FMS Team should follow up for root cause for failure/incident/business interruption and validate the same at the request of NICL and inform the actions/ remedial measures taken as per the requirement of the OEMs/third party.
 17. Provide Access to Self-service planning materials to enable optimum utilization and advancement of the technology investment.
 18. Provide personalized workshops with OEM technical subject matter experts to assist with the onboarding of the technology solutions.
 19. Provide access to proactive support services like:
 - a. Identify and resolve potential vulnerabilities / issues through
 - b. Proactive alerts
 - c. Environment recommendations
 20. Proposed service model based on Private Cloud are provided below:
 - Linux as a Service
 - Container as a Service
 - Open Source Databases as a Service (with lifecycle management)
 - Storage as a Service
 - Backup as a Service
- c. Total Period of Contract under this RFP is 5 years, extendable by 2 years on the same Terms & Conditions and mutually agreed prices solely at NICL's discretion. All the products should be with Support of 5 (Five) years from a common successful installation date mutually agreed by NICL and the successful bidder. All products procured under this RFP should be with highest support from OEM. All configured ports to be fully populated with all ports (Fiber, Copper) and transceivers. **Bidder to factor throughput of 100 G negotiable with existing and upgraded Network-Security devices.**
- d. The Bidder should ensure the supplied hardware/appliances in DC, and DR are provisioned with dual power supply. This hardware should have no single point of failure.
- e. The Bidder should ensure provisioning of all required hardware, software, licenses required for the Solution as part of RFP delivery.

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- f. The Bidder should ensure that all the proposed Hardware should support all upgrades, versions, releases of the software, licenses as and when released by the OEM for the entire period of the project.
- g. The Bidder should ensure that all software, licenses provisioned as part of the RFP delivery are upgraded as and when released by the OEM for the entire period of the project.
- h. Further, if any of the equipment supplied by the Bidder as Scope of Work under this RFP, reaches End of Support / End of Life within contract period, the **Bidder is required to replace the said equipment with higher configuration (OEM proposed replacement) immediately (not later than a month from EOS/EOL date) before reaching the date of End of Support/ Life, with no additional cost to NICL.**
- i. The Bidder is required to provide Support as part of RFP delivery. The components of the proposed solution should not reach **End of Support within 5 years from the date of submission of bid.** If this happens, the bidder is bound to provide the then prevalent higher model at no additional cost to NICL.
- j. Transportation to & fro of items supplied as per the RFP requirements, lodging and boarding of manpower shall be in Supplier's scope.
- k. The Bidder is responsible for Onsite Support for the operations and maintenance of the components for a period of 5 years, extendable by 2 years post-go live of all components of the solution. The Bidder is required to provide the necessary manpower (personnel) to manage the operations for the solutions in scope and to ensure SLA compliance adherence to agreed Service Level Agreements (SLA) and periodic monitoring and reporting of the same.
- l. **During the Implementation Phase**, the bidder should propose at least **one – Dedicated Project Manager** -100% Onsite Deployment (at Head Office), **One - Solution Architect**- Onsite Support to Project team.
- m. **The Bidder/OEM should take complete ownership to deploy and maintain the solutions seamlessly in existing infrastructure.**
- n. The Bidder shall provide the Comprehensive Maintenance of Cloud Solution for the contract period. The bidder has to upgrade and maintain the infrastructure to the latest platform in accordance with the OEM. It shall include the following:
 - FMS - Onsite Maintenance and Support Services for the contract term.
 - Install, backup and upgrade solution to the latest version.
 - OEM And Support Services

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- Preventive Maintenance Services
- o. The Technical bid should include an overview of the processes mentioned above.
 - Develop an Escalation Matrix to handle Incidents efficiently.
 - Provide necessary documentation for the operation, integration, customization, of each of the solutions in scope
 - **Unpriced Bill of Materials (BoM/BoQ) to be submitted with the Technical Bid along with** Name of the OEMs with the product name.
- p. **Commercial Bid - Optional Costs (if any):** These costs though Optional for NICL, are mandatory part of the overall Bid. Failure to quote will cause bid rejection.
- q. NICL may choose to procure **all or only a certain number of any of the items or services specified in this RFP. The quantity specified in the RFP may increase or decrease at the time of placement of initial or subsequent Purchase Order/s (PO/s) based on the requirements of NICL at that point of time.**

2. Execution Overview:

The scope of work includes total responsibility for providing Private Cloud Solution, its interoperability, Configuration, Migration, End-to-End Maintenance (Monitoring, Management, Support, Provide On-Site Facility Management including Managed Services on 24x7x365 basis).

- a. The Bidder is responsible to provide the **necessary on-site (L2 and L3)/off-site model (OEM support)** at Head Office, DC, and DR to maintain the SLA. As per the changing business needs, NICL may ask the Personnel to report for duty in different Time Windows as per the need of NICL.
- b. The Bidder is responsible for being the Single Point of Contact (SPOC) for all fault booking & service request updates.
- c. The Bidder should have Toll free number & mailing facility for the fault booking from anywhere on 24X7 basis.
- d. The OEM's TAC viz. **Technical Support Centre (TSC)** should be accessible 24 hours per day, 7 days per week to assist with Product use, Configuration and troubleshooting issues and should have access to OEM support portal.
- e. The Bidder is responsible for the Quarterly review meeting/submission of a report for the service improvement plan.
- f. **The Scope of Work should be read along with the technical specifications to ensure complete compliance to the scope of work.**

1. The bidder is responsible to provide within scope of work all facilities

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- like labor, transportation, Tool Kits, testing equipment, cables, connectors, power cords etc. which is necessary for successful deployment of the solution.
2. The bidder is responsible for transportation to & fro, lodging and boarding of manpower.
 3. Hardware mounting:-
 - a. Rack installation (rack size of 1200x800mm or, 1200x600mm without wheels to be supplied by Bidder) of all components of the supplied Solution (all accessories required to mount the supplied equipment are to be provided by bidder)
 4. Hardware Power-ON & Burn-in test.
 5. Hardware Firmware upgrade to the **OEM recommended level**.
 6. The Bidder should provide associated software/firmware along with license certificates from OEM.
 7. The Bidder/OEM is responsible for Installation and configuration of the various components required for the purpose of providing a complete managed Private Cloud Solution in NICL's DC, and DR. The installation will include proper mounting, labeling, tagging of all the equipment and working with existing Network, DC-DR Service Provider SI who will provide network and power connections. The Bidder should adhere to structured cabling standards, tag and label all the cables, components, accessories and units of the systems. The Bidder should ensure cable management as per DC and DR standards.
 8. The Bidder should quote all the latest versions of products/software/hardware etc. The quoted products/software/hardware etc. should not be declared as end of support prior to the contract award date.
 9. The Bidder/OEM needs to install all the associated equipment needed to complete the job as per the technical specification described in this RFP.
 10. The Bidder needs to study the existing deployment LAN, WAN, Application and Database environment (including DC, and DR) of NICL and provide for deployment of the proposed items. In case the bidder wants any details to provide the solution architecture, then, the bidder should send the questionnaire as part of Pre-Bid queries.
 11. The Bidder will be the Single Point of Contact (SPOC) and will be responsible for Supply, Installation, Configuration, Commissioning, Migration, Maintenance for project period of 5 years, extendable by 2

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| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

years

12. The bidder must have **back-to-back arrangements with OEM for Support**. The bidder will own the responsibility of maintaining the System Uptime as per the defined SLAs.
13. The bidder will replace/ rectify the equipment/appliance in case of a problem during the currency of the contract period as per Support conditions and as per SLA. A functional standby must be provided as per the SLA conditions and replacement should be done with similar and higher specification without any additional cost to NIC. Any functional standby must be of an equivalent or higher configuration failing which penalties as per SLA would be applicable.
14. The Bidder should ensure that during Support, all the hardware and software supplied should be updated at least once in a month or whenever as upgrades and/or security patches are available from the respective OEMs.
15. The Bidder should ensure that during the Support period, if any of the system and or its components malfunctions, the solution is made operational within **6 working hours** without any additional cost.
16. The Bidder/OEM to factor sufficient inventory to ensure Spare parts should be kept readily available to resolve the anticipated issues within **SLA timelines**. List of the same should be provided after commissioning, prior to sign off.
17. The Bidder/OEM is responsible for installation, commissioning, migration and upgradation of the necessary hardware and software.
18. The Bidder is responsible for comprehensive monitoring and onsite support with managed services - FMS Manpower.
19. The Bidder/OEM is responsible for providing 24x7x365 basis post implementation comprehensive managed support.
20. The Bidder has to submit findings/reports to NICL and give suggestions/recommendations. Bidders must deploy necessary resources (including Level-2 and Level-3 support) (as and when required by NICL) for technical assistance. No additional cost will be payable by NICL for such support.
21. In case there is a cost incurred to NICL due to the wrong BoM/Specification/feature-set of equipment/device/appliance at any location, the same will have to be replaced by the bidder at no extra cost to NICL.
22. No extra claim shall be entertained on account of all/part of any job

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- redone on account of bidder's negligence which results in damages/losses during execution of the job. Also, any component(s) required to deliver the solution after release of Purchase Order shall have to be provided by the bidder. The bidder shall bear all such costs.
23. The Bidder shall coordinate with existing vendors for Networking & LAN issues and ensure it should be resolved on priority. If the LAN point/Power point is not working, then the concerned NICL Team shall get it rectified. The Bidder shall not be responsible for the same.
 24. The Bidder shall impart technical training regarding operation, programming, configuration & maintenance of the integrated interface system to NICL for at least 2 days
 25. All parts/components of the items mentioned in BoM (**Scope of Work: (SoW):**) shall be covered under comprehensive onsite maintenance Support.
 26. **The bidder must provide a complete escalation matrix which should be updated and sent to NICLs and when there is a change.**

g. Space and power would be provided by NICL

3. Coordination:

The Bidder has to work in close coordination with existing - Security, Network, Application Vendors of NICL.

4. Inspection and Acceptance Procedure:

The Bidder shall do Physical Inspection and preliminary testing of the Cloud Solution, in the presence of representatives of NICL.

- The items supplied by the Supplier should meet the technical specifications of this RFP document.
- The delivery will be deemed complete when the Products/ components/ associated software/firmware are received in good working condition at the designated locations, mentioned in this RFP.
- For the system & other software/firmware required with the hardware ordered for, the following will apply: - The bidder shall provide complete and legal documentation of all sub systems, licensed operating systems, licensed system software/firmware, licensed utility software and other licensed software. The bidder shall also provide licensed software for all software/firmware whether developed by them or acquired from

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others.

- A comprehensive “**Acceptance Test Plan**” document, containing various aspects of the ‘Acceptance Test’ to demonstrate all the features of the proposed Solution, shall be submitted by the bidder.
- Acceptance tests should explicitly demonstrate the various aspects mentioned in the technical specifications and the scope of work.
- Physical verification of equipment as per the Purchase Order.
- Physical examination of equipment for any physical damage.
- Physical verification of licenses, Software media, technical documentation as per purchase order.
- Registering the Hardware & Software license with OEM for validation and desired technical support.
- Appliances will be considered to have been commissioned when all services as described in this tender document are able to run smoothly over the network. Mere installation of appliances with out-of-the box features will not be considered as commissioning of the proposed solution.
- The final acceptance will be provided by NICL after verifying all aspects as mentioned in the document have been delivered to satisfaction.
- **Commissioning report should contain the part numbers of all the components supplied by the bidder.**
- **The bidder shall prepare Solution Design Document, Solution Implementation Plan Document [including High Level Design Document (HLD) and Low Level Design Document (LLD)] of the architecture and share with NICL before rollout.**
- **Design and document a Project implementation plan (Solution Implementation Plan Document) with significant milestones marked on it - Acceptance Test Plan, Implementation plan (including Integration Plan) and Rollback.**
- **Post commissioning, prior to sign-off, the bidder shall provide documentations Solution Ready for Use Document including but not limited to As-Built status, drawings with system architecture, cable route-diagram and associated documents, user manual, connectivity diagram along with DO's and DON'Ts for regular operations and maintenance of the integrated interface system, 2 copies of documents/manuals of Installation, Operation, Programming, maintenance with complete circuit details/ diagrams of system.**
- **Post commissioning, prior to sign-off, the bidder shall share all**

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operation manuals from OEM.

- All documentations including Solution Migration Plan Documents must be handed over to NICL after successful implementation, migration, commissioning and before release of respective payments.

5. Implementation: Installation, Integration and Commissioning:

Supply, installation, configuration, and commissioning of the items (necessary hardware and software) at locations specified by NICL.

- Provide 24x7x365 basis (OEM TSC) post implementation comprehensive support monitoring and onsite support
- The Bidder shall coordinate and cooperate with the other Suppliers of NICL so that the work shall proceed smoothly without any delay and to the satisfaction of NICL.
- No extra claim shall be entertained on account of all/part of any job redone on account of bidder's negligence which results in damages/losses during execution of the job. Also, any component(s) required to meet the functioning of items, after release of Purchase Order shall have to be provided by the successful bidder. The bidder shall bear all such costs.
- The Bidder needs to ensure the requirements mentioned as per the technical specifications and uptime requirements as per the SLA section. The Bidder should ensure Implementation of the respective solutions at NICL including configuration, customization of the products as per requirements of NICL. The Implementation of the specified solutions and necessary hardware as per the technical requirement specified in the RFP is the responsibility of the bidder. The Bidder shall ensure that the proposed solution (hardware and software) complies with all the functional and technical requirements as provided in Sections - **Minimum Technical, Functional Specification and Compliance** & scope of work in Section - **Scope of Work: (SoW): and its subsections, including BOQ - A: DC, BOQ - B : DR, BoQ - C: Optional - 1, BoQ - D: Optional - 2**
- Post implementation, the bidder is responsible for integrating any additional logs that NICL may wish to monitor with the SIEM solution at no additional cost to NICL. Logs must be integrated with the SIEM solution through automated or manual mode. The Bidder is required to provide the feasibility for both the modes of integration in coordination with the existing vendors.
- The installation will include **proper mounting, labeling, tagging of all the equipment and providing network and power connections.**

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- g. The Bidder shall be responsible to provide within the scope of work all facilities like labor, transportation, tool kits, testing equipment, cables, connectors, power cords etc. which is necessary for successful deployment of solution.
- h. The Bidder is responsible for developing and implementing best practices, the security configuration, hardening of all the devices and software that are procured as part of RFP delivery. The Bidder shall periodically review and configure.
- i. **Install, Backup & Upgrade of the Configuration to the Latest Platform.**
 - 1) The Bidder/OEM shall perform the upgradation of the hardware equipment. Upgrade shall be performed by the bidder keeping in mind the compatibility matrix of all the equipment registering to the servers and complete the required configuration to run the Cloud Solution operations.
 - 2) The Bidder/OEM must do end-to-end delivery, upgradation, installation, migration, redeployment and configuration of the solution and implementation and customization as per OEM best practices and NICL's requirements. The bidder will ensure seamless integration of its equipment provisioned as part of RFP deliverable.
 - 3) The Bidder/OEM will be responsible to carry out all software updates and upgrades on the existing infrastructure as per the Scope of Work: (SoW):. The Bidder will be responsible for ensuring that software version upgrades and updates should not have any impact on overall architecture deployment, compatibility and interoperability between the Private Cloud Solution and solutions deployed by NICL in DC, and DR.
 - 4) The Bidder/OEM will be responsible to install licenses on the existing Solution as per BOM (Scope of Work: (SoW):) such that these licenses can work on the devices. The roll out of any associated configuration of licenses on devices, will be the responsibility of the bidder.

6. Change Management:

- a. The Bidder is responsible for development and implementation of processes for management and operation including (but not limited to) the following processes:
 - Configuration and Change Management
 - Incident and Escalation management processes
 - Daily standard operating procedures
 - Reporting metrics and continuous improvement procedures
 - Data retention and disposal procedures
 - BCP and DR plan and procedures
 - Patch (including version upgrades) management procedure for

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| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

- procured items.
 - Continuous improvement in Operations as defined in the SLA.
 - Address all the errors/bugs/gaps in the functionality in the solution implemented at no additional cost during the Project Period.
- b. All planned or emergency changes to any component of the system shall be through the approved Change Management process. The Bidder needs to follow all such processes (based on industry ITSM framework). For any change, Bidder shall ensure:
 - Detailed impact analysis
 - Change plans with Roll back plans.
 - Appropriate Communication on change required has taken place.
 - Proper approvals have been received.
 - Schedules have been adjusted to minimize impact on production environments.
 - All associated documentations are updated post stabilization of the change.
 - Version control maintained for software changes. The bidder shall define the Software Change Management and Version control process. For any changes to the solution, Bidder has to prepare detailed documentation including proposed changes, impact to the system in terms of functional outcomes/additional features added to the system etc. Bidder shall ensure that software and hardware version control is done for the entire duration of Bidder's contract and maintain configuration information for alongwith system documentation.
- c. The Bidder is responsible for preparing the test-plan, implementation plan, integration plans and rollback strategies.

7. Patching and Upgrade:

- a. The Bidder is required to inform NICL of any requirement of firmware / software upgradation required in any of the devices under scope of this RFP and perform the same post approval from NICL.
- b. The Bidder is required to ensure periodic patch management and time to time updating of requisite software and firmware patches. Bidder to ensure security patches to be implemented immediately once it is released with zero downtime, with prior approval of NICL.
- c. The Bidder has to support older versions of the OS/firmware/middleware etc. in case NICL chooses not to upgrade to the latest version.
- d. The Bidder shall provide maintenance support for the Product including

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| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

- embedded software/ OS/ middleware etc. over the entire period of Contract.
- e. The bidder free of cost shall provide all product updates, upgrades & patches during the contract period.
 - f. The Bidder shall be responsible for implementing all patches and upgrades (in Version) from OEMs ensuring customization done in the solution as per the NICL's requirements are applied. Technical upgrade of the installation to the new version, as and when required, shall be done by the Bidder. Any version upgrade (in Version) of the software / tool / appliance by Bidder to be done after taking prior approval of NICL and after submitting impact assessment of such upgrade at no additional cost to NICL.
 - g. The Bidder should inform NICL about all release /version changes of patches/ upgrades/updates of Hardware/software/OS/Middleware etc. as and when released and will implement the same in the solution supplied under the contract within 1 month of such release.
 - h. The Bidder shall ensure that any changes/upgrades (in Version) are subject to the comprehensive and integrated testing by the Bidder to ensure that the changes implemented in the system meets the specified requirements and doesn't impact any other function of the system. Application software release management will also require NICL approval. A detailed process in this regard will be finalized by Bidder in consultation with NICL. Any Major Version Upgrade which requires re-sizing of the hardware and software during the contract period will be taken separately on mutually agreed payment terms.
 - i. The Bidder shall need to execute updates/upgrades through formal change management process and update all documentations and Knowledge databases etc. For updates and upgrades, Bidder will carry it out at no additional cost to NICL by following a defined process.
 - Errors and bugs that persist for a long time, affect a wider range of users and are difficult to resolve becomes a problem. Bidder shall identify and resolve all the problems in the identified solution (e.g., system malfunctions, performance problems and data corruption etc.).
 - Monthly reports on problems identified and resolved would be submitted to the NICL team along with the recommended resolution.
 - j. The bidder shall maintain an issue log for the errors and bugs identified in the solution and any change done in the solution and should be periodically submitted to the NICL team. Bidder, at least monthly, will inform NICL about any new updates/upgrades available for all software components of the solution along with a detailed action report. In case of critical security patches/alerts, the bidder shall inform about the same immediately along with

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his recommendations. The report shall contain bidder's recommendations on update/upgrade, benefits, impact analysis etc.

- k. The Bidder has to provide a complete procedural workflow for scheduling of calls and ad-hoc calls.
- l. The Bidder has to provide out-of-the-box reports and customized reports templates based on the needs of NICL. These reports shall include, but are not limited to, providing information regarding billing, service availability, usage metrics of video conferencing meetings etc.
- m. The Bidder is required to take periodic backup of all in- scope devices as per NICL's IT policy and keep the same. The Bidder shall submit a well-defined plan for backup and recovery including processes and procedures etc. related to recovery or continuation of services.
- n. The Bidder is required to occasionally test the authenticity of the backup taken by restoring the same, with prior approval of NICL.
- o. The Bidder is required to take configuration backup before & after each change management activity as the same can be used for restoration in case of any issue post change management.

8. VAPT and SOC, NOC Integration:

- a. **The Bidder shall be responsible for timely compliance for closure of observations - system audit, VAPT in respect of solutions forming part of RFP delivery.**
- b. The Bidder is responsible for integrating the solutions with the existing LogRhythm SIEM. Any customization needed for the same will be the Bidder's responsibility.
- c. The Bidder is responsible for Onsite support for the operations and maintenance of the components for a period of **5 years post-go live of all components of the solution. Integration of the solution provided by the Bidder with the existing SOC Tools and Operations is Bidder's responsibility. The onsite-support personnel of the Bidder should work in close coordination with existing SOC, NOC personnel.**
- d. The components of the proposed solution should provide support for any future versions of the OS, associated licenses, DBs, as and when available, at no extra cost.

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11. Support Back-lining:

- a. The Bidder is responsible for overall implementation and maintenance of the solution and must backline hardware and software support with OEM for 100% of equipment procured under this RFP.
 - NICL should be able to login independently to the OEM portal to view support contracts and raise TAC/ RMA directly with OEM if required.
 - NICL should be able to use a self-web log-in for self-help support through OEM's online knowledge base, resources and tools.
 - Operating system (OS), software updates, including both minor and major releases within the licensed feature set should be available for download by NICL, directly if required.
- b. The Bidder will be required to provide a proof of OEM support back-lining, **GT&C – Back-lining:** in writing in the form of an email / letter confirmation from the OEM within 30 days from the date of release of the LoI (letter of intent)/ Purchase Order (PO). Until the proof of back lining for the complete inventory Support as per the RFP is not provided, **no payment will be released for the products and services.**

12. Support:

- a. The Support (Manageability for Hardware) shall include:-
 - Hardware replacement in full or part, depending on the nature of hardware failure during the entire period of contract.
 - Support would cover upgrades/updates/maintenance patches/bug fixes available from the original software vendor for system software & firmware patches/bug fixes, if any, for hardware/software.
 - **In case of repetitive hardware failure (three times in a quarter), the bidder shall replace it by equivalent new equipment at no extra cost to NICL.**
- b. The Bidder is to note that the Support for all the devices mentioned in this RFP will be on on-site & comprehensive basis for the project period, as applicable, and subject to extension based on NICL's requirements, on a pro-rata basis.
- c. **The Bidder is required to provide an OEM Supporting letter mentioning that Partner has back lining support from OEM for the support as mentioned in Commercial Bid**
- d. The Bidder shall undertake to provide an onsite **Comprehensive On-Site Support for project period of 5 years i.e., 5 Years Support** at the approved rates. The bidder has to do on-site comprehensive maintenance of the supplied solution. Such activities include but are not limited to the following:

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- Bidder is responsible for all necessary on-site technical troubleshooting & configuration management, as **part of RFP delivery**
- Bidder is responsible for SLA based service delivery.
- Bidder is responsible for Improve Response & Resolution time.
- Bidder is responsible for Quarterly Preventive Maintenance (PM).
- Bidder is responsible for Support as per Scope of Work and its sub-sections
- Defective equipment's need to be replaced by the Bidder as per the SLA terms mentioned in the tender document.
- Bidder is responsible for On-site manpower resources at NICL HO, DC and, DR as part of implementation, migration and also FMS for doing all configuration, management, monitoring, support, co-ordination for restoration.
- All necessary on-site technical troubleshooting and configuration management Support as per minimum technical specifications
- Defective equipment needs to be replaced by the Bidder as per the terms mentioned in the RFP
- The bidder shall provide legally valid firmware/software. The detailed information on license count and type of license should also be provided to the NICL.
- The bidder shall keep NICL explicitly informed the End-of-Support dates on related Products including embedded software/ OS/ middleware etc. should ensure support during the contract period.

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13. Service and Support:-

The Bidder has to provide throughout the contract period the services of **Manpower Resources** at NICL.

NICL reserves the right to interview all the professionals to be deployed in the project and reject, if not found suitable, ask the Bidder to change the resource. At a later stage also, if any of the professionals found unsuitable or, incapable or, violates any NICL guidelines, NICL may ask the Bidder to remove all such professionals at a short notice.

Bidders are therefore required to take utmost care in identifying the resources to be deployed on the project as the resources should continue on the project for a long time and should not leave the project in a short period. The Bidder

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should not remove resources deployed from the site without written approval from NICL. If any resource is to be replaced a request / advance notice should be given to NICL. Only once approved by NICL, resources can be replaced.

NICL will also review performance of resources. In case of unsatisfactory performance, Bidder has to replace resources based on advice from NIC.

The Bidder is required to provide all their Manpower Resources with Corporate Laptops with minimum 16 GB RAM and latest Intel Processor, licensed supported OS, licensed Next Generation AV, other Corporate Information Security Tools, Data Card (with adequate bandwidth and speed), Mobile Telephones to provide support to NICL at no extra cost to NICL.. Such hardware should be replaced by the Bidder, every 3 years.

All Onsite Resources of the Bidder are required to be in the direct payroll of the Bidder (not off role and not from third party Staffing Companies) and carry their Company ID card at all times within NICL's premise.

Salary and annual increments should be commensurate with the best in industry. The Bidder should ensure that the Resources are under continuous training and certification and every Resource should be globally certified (as paid for by the Bidder for the training and certification) in at least one Cloud Solution / associated Standard, every year of the project.

The onsite manpower should be senior resources, at the minimum RHCE certified, VMWare Certified Professionals in Data Center Virtualisation (or from the OEM whose data center virtualisation software has been quoted), with additional certification in OEM's Private Cloud Administration. The manpower should be fully conversant with Latest Cloud and HCI Technologies/Virtualization/Hypervisor provided in the Solution. The manpower should have at least 2 years' onsite experience of handling managed cloud setup of a similar customer preferably BFSI / PSU / Private Sector BFSI/ NBFC. Should have experience of handling Storage Solutions, Backup and Replication Services (Local, SAN, Cloud)

Additional certifications if required by the FMS team for maintenance of the solution should be considered and the FMS team should be certified accordingly.

The bidder should right size the Resource Count as per the Scope and SLA of

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the RFP. In case any additional resources are required to maintain the scope & SLAs, the bidder may factor the same.

NICL at their discretion will have the rights to increase or decrease the number of resources at any time during the contract period. In case NICL asks for an increase or decrease in the number of resources, the cost quoted by the Bidder in the [Annexure 10 – Commercial Bid](#) will be the factor and NICL will pay as per the deployment by the vendor according to the cost mentioned in the [Annexure 10 – Commercial Bid](#).

Shift timings are subject to change as per NICL's recruitment. Also, based on NICL's requirement due to any technical issue, any resource may be asked to attend Office beyond business hours and/ or on holidays without any additional cost to the NICL.

The Bidder needs to provide the support 24*7 for maintaining the SLA and apart from the shift mentioned above Bidder needs to provide the support 24*7 and during any hour if the Bidder's Resources needs to visit the site then the Bidder needs to do the same.

To monitor, manage and mitigate the events on a 24x7 days basis the Bidders shall depute qualified, experienced officials having knowledge of proposed Private Cloud Solution infrastructure.

The resource count will be decided by the Bidder who needs to factor the SLA for finalizing resource counts, for maintenance of the project. If Bidder's solution requires deployment of more resources to meet the scope and SLA, the Bidder can deploy the same **at no extra cost to NICL**.

In order to ensure that every resource provided by the bidder is part of the regular employee payroll and meets the terms of the RFP, NICL may initiate the following with the Bidder:

1. **Review the contract:** NICL may thoroughly review the contract with the bidder during the project period. This review will help determine the agreed-upon terms and conditions regarding resource recruitment and employment.
2. **Ask for documentation:** NICL shall have the right to ask the bidder to provide documentation for each resource. This documentation shall include

employment contracts, offer letters (including compensation details), salary slips and any other relevant documents that establish the resource's status as a regular employee.

3. **Verification of employment:** NICL shall have the right to independently verify the employment status of each resource. This can be accomplished through background checks, contacting previous employers, or requesting proof of payroll records, pay slips, tax deductions, and benefits associated with regular employees. NICL shall have complete authority to conduct these verifications as and when required.

4. **Ask for employee list:** NICL may require the bidder to provide a comprehensive list of all resources assigned to the project. This list shall clearly indicate their employment status as regular employees or contractual staff. It should include their names, roles, start dates, and any other pertinent details.

5. **Service and support:**

1. Configuration/reconfiguration at the same location and/or any change of location/premise as & when required to keep the Private Cloud Solution in working condition.
2. Coordinate with OEM TSC & report progress of fault resolution. Updates should be given every 4 hours during working days.
3. The Bidder must provide dedicated technical resources by way of Onsite Support - FMS Manpower: Scope of Work: (SoW): engineers at NICL for TSC escalation and for performing day to day activities required on the Solution provisioned by the Bidder under this project and, as required by NICL.
4. **Project Manager: The bidder must provide a Project Manager during the entire period of contract, who should be overall responsible for delivery & support for the entire period of contract. The aforesaid role is not required full time, however Project Manager is required on-site till go-live and a stabilization period of 4 weeks thereafter. Minimum Experience of the person should be 10 years.**
 - The Project Manager should be trained and certified on the hardware and the software solutions proposed by the bidder.
5. **FMS Manpower: The Bidder should assess SLA requirements and deploy L2 Engineers in each shift (on a 24*7 basis) at NICL HO/DC. During initial deployment and up-to go-live (implementation including migration) and a stabilization period of 4 weeks thereafter,**

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L2 engineers should be deployed at DR also, after which the FMS - Manpower should operate from NICL HO/DC.

- The L2 Engineers should be trained and certified on the hardware and the software solutions proposed by the bidder.
6. NICL will provide seating space for Bidder manpower.
 7. The details like Name, Address (Inclusive of Residential Telephone Number (Residential), Mobile Number should be provided to NICL.
 8. Name of emergency contact personnel with relationship and Telephone number should be provided to NICL.
 9. The Bidder should provide onsite preventive maintenance as per NICL requirements.
 10. **SLA Quarterly reports for all locations must be enclosed with invoices for the payment process.**
 11. **Onsite Support Services (FMS Manpower):** 24x7 Services: Configuration, Management, Maintenance and of the existing stack along-with the newly delivered components of Cloud Solution for the entire contract period. The support to be provided to NICL should be on a 24x7 Onsite basis. The support engineers will be working out of NICL. The activities include but not limited to:
 - a. The Onsite resources (FMS Manpower) will be responsible for the complete end-to-end project management, installation, implementation, monitoring, patch management, VA/PT closure until project tenure.
 - Configuration, Migration, Monitoring, Management of the Cloud Solution.
 - Detect, analyze, and report critical alerts on a real-time basis.
 - Remediation of the same.
 - Periodic cross-checking of configuration and compliance.
 - Update all components of Cloud Solution with the latest updates as and when released by the OEM.
 - **Maintaining and updating documents** required for installation, configuration and Standard Operating Procedures (SOPs) for all components of Cloud Solution.
 - **Maintain accurate documentation** on the current location and status of Hardware and/or software
 - **Maintain detailed license count and type of license**

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- **Maintain and track End of Support dates**
- **Update NICL's asset management system.**
- Coordination of Support Repair/Replacement service for Hardware. If the equipment is required to be taken outside NICL premises, the Bidder will bear the cost of transportation and other related costs.
- Preventive Maintenance: Coordinating and scheduling Maintenance activities with NICL. Hardware maintenance services including preventive Hardware support, preventive maintenance, corrective maintenance to remedy a problem, and scheduled maintenance required to maintain the Hardware in accordance with manufacturers' specifications and Support.
- The Bidder must ensure that the services should not be disturbed during the preventive maintenance, in case downtime is required for preventive maintenance, the bidder has to take approval from NICL well in advance. The preventive maintenance shall include:
 - Backup, remove, protect, and restore programs, data and removable storage media in a machine prior to presenting the machine for service
 - Provide maintenance data, as requested by NICL, to support replacement / refresh scheduling.
 - Act as a Single-Point-of-Contact (SPOC) for the resolution of Hardware related problems or to request an equipment upgrade or consultation. If the Hardware supplied by the bidder is to be replaced permanently, then the Bidder shall replace the equipment of same Make/Model/configuration or of higher configuration.
 - Provide support and assistance, as required, to isolate complex operational and software problems related to the proposed solutions.
 - Track and report observed Mean Time Between Failures (MTBF) for Hardware
- b. FMS Manpower is responsible for Post implementation - Transition plan, takeover process from project team and coordination with all the stakeholders.
- c. FMS Manpower shall publish reports to the NICL team/management

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| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

as per defined frequency but **minimum twice in a day** regarding real time status of all IT assets and uptime of the solution as per Service Level Agreement (SLA).

- d. FMS Manpower shall submit periodical reports on the performance of the proposed Solution and its reviews.
- e. FMS Manpower is responsible for preparation and submission of other MIS related work assigned by NICL.
- f. FMS Manpower working with Project Manager, OEM is responsible for redesigning of the solution for optimal output of the solution.
- g. FMS Manpower is responsible for defining crisis and Incident Management and emergency response SOPs thereof.
- h. FMS Manpower is responsible for installing and testing the OS/ patches and upgrades in the test and production environment.
- i. FMS Manpower is responsible for obtaining the necessary approval from NICL for downtime, if required, for implementing the patches or upgrades.
- j. FMS Manpower is responsible to plan “Schedule shutdown of production system”, if required, and inform users proactively and implement the patch upgrades immediately.
- k. FMS Manpower is responsible for follow up and coordinate with OEM/ other support vendors for patch deployment.
- l. FMS Manpower is responsible for Root Cause Analysis (RCA) of the incidents and reporting of Security incidents.
- m. FMS Manpower is responsible for preparing and maintaining Standard Operating Procedure (SOP) documents pertaining to the services/Operations and the same should be updated whenever any change or addition is made.
- n. FMS Manpower shall optimize existing processes and recommend changes for optimal functioning of Solution, in-tune with best practices and audit compliance.
- o. FMS Manpower is responsible for Quality service delivery to match the uptime / SLA.
- p. Facility management is required for 24*7*365 (366 days in Leap year) monitoring. SLA Maintenance / Management, monthly Uptime reports, utilization reports & interface utilization / reporting of all the devices.
- q. FMS Manpower is responsible for coordinating with all the teams for follow-up for open tickets & activities.

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- r. FMS Manpower is responsible for resolving technical issues & lodge tickets with OEM, have follow-up for long pending calls.
- s. FMS Manpower is responsible for Identifying and implementing best practices / configurations on solutions under their purview.
- t. FMS Manpower shall ensure patching & hardening for all servers, and get the same cleared from the Information Security Team /SOC of NICL. The FMS Manpower has to prepare a patching calendar as per the frequency of the patch released by the OEM team and share the same with NICL Core Team. The patch has to be applied in the same month in which OEM has released the patch as per timeline defined in SLA.
- u. FMS Manpower shall do periodic preventive health check / version upgrades for solutions under their purview.
- v. FMS Manpower is responsible for providing service metrics to help assess how effective NICL's operations are running.
- w. FMS Manpower will follow and follow the procedures and policies, applicable to the scope of work mentioned above laid down by NICL vide IS Security Policy, and other NICL policies and guidelines from time to time and also extend full cooperation to the auditors designated by NICL.
- x. The FMS Manpower deputed at NICL as onsite resources will inform NICL about any correspondence with external entities pertaining to any point mentioned in the Scope of Work.
- y. FMS Manpower is responsible for performing DC and DR Drill on a periodic basis for the Private Cloud Environment as per NICL's requirements.
- z. Inventory details to be maintained by FMS Manpower having the support and configuration details of the Hardware & Software should be provided to NICL immediately on requirement.

- 12. The Bidder shall be responsible for providing the timely resolution of the issues related to Server Operating Systems and other software provisioned as part of the solution.
- 13. The Bidder has to ensure the support from the respective OEM for provisioned Private Cloud infrastructure for expansion, upgrade and configuration during the period of contract without any extra cost to NICL
- 14. The Bidder will also provide trained on-site technical staff to supplement the efforts of the Onsite Support Resources during emergencies / contingencies, which might impact the systems and services, covered under this scope.

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15. The Bidder shall provide Backup resources in case any of the project member avails leave.
16. However, the Bidder's service delivery team will be entirely responsible for team deployment, SLA monitoring, task delegation, workload distribution and team size.
17. In case of exigency, support arrangements should be made available by Bidder during off-hours as a part of the crisis / incident management process.
18. NICL may also reduce/increase the manpower requirements during the project duration if workloads reduce/increase due to any reason.
19. In case of absence of a FMS personnel, it is the responsibility of the Private Cloud OEM to provide equivalent skilled resources onsite for the above-mentioned scope of work. Failure may attract penalties.
20. During the project period, the bidder and its employees shall at all times comply with & abide by the Information Security Policy of the NICL, as the same may be applicable to or in respect of the works and the provisions of the contract.
21. Confidentiality of the network setup, configurations and all related details including the addressing scheme etc. The Bidder or its personnel shall disclose no information related to the solution to any third parties or persons (except to bidder's own employees on need to know basis).
22. Depending on the sensitivity and criticality of the services or data provided, NICL will consider commissioning or requesting a review of the bidder's internal control structure for ensuring that any confidential/restricted/internal information of NICL is maintained securely. The Bidder will assist and cooperate with NICL's auditors in a way as they are expected to assist and cooperate with their audit.
23. All the onsite FMS Manpower deputed at NICL should have a Police verification report. The bidder needs to submit the Police Verification report of FMS Manpower along with all documents at the time of joining
24. NICL shall pay the Facility Management (FMS Manpower) charges in equal quarterly installments in arrears within thirty (30) days from the date submission of invoice after completion of respective period, subject to satisfactory services rendered from the date of installation, commissioning and acceptance of the system at the rates quoted in the price schedule.
25. NICL at its discretion can terminate the FMS contract in whole or as part thereof with the bidder and discontinue the same without citing any reason by giving 90 days' **(GT&C - Termination for Convenience:)** notice and applicable amount, on a pro-rata basis, for the service rendered shall be

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- payable.
26. NICL will interview the engineers to be deputed prior to deputation. If not found as per NICL's requirements, NICL will not permit the deployment of such resource(s).
 27. The Bidder shall share Engineer's resume along with qualification details, relevant certification and work experience. Engineers should have at least 6 (six) years' work experience and necessary certifications in relevant fields.
 28. The FMS Manpower should abide by the shift timings of NICL.
 29. The FMS Manpower should be prepared to work for extended hours in case of need.
 30. The Bidder needs to deploy manpower **within 6 weeks** from the date of Purchase Order.
 31. Disability if any or suffering for any disease should be informed to NICL in advance.
 32. The FMS Manpower shall maintain an attendance register and the same should be sent monthly to NICL.
 33. The FMS Manpower shall not be changed without prior approval from NICL and changed only with adequate notice (**minimum two months for L2**). **Any resigned resource of the on-site team should not be relieved before provisioning of suitable replacement.**
 34. Absence of any resource must be complemented with an equally skilled resource.
 35. The Bidder must ensure **one month's notice** or relevant notice as mentioned by NICL with proper handover for any change of manpower pertaining to project manager profile.
 36. If the engineer is found to be not qualified / suitable / his performance is not satisfactory, the Bidder will have to replace the engineer **within 45 days of written communication** from NICL regarding the same.
 37. The cost agreed upon for the resource will be fixed for the period of 5 years and Purchase Order (PO) will be issued based on the requirement of NICL. However, charges for onsite resources will be applicable from the date of acceptance/Project Sign off the solution of NICL.
 38. NICL may take additional resource/s as per fixed price through this RFP process.
 39. The Bidder has to provide complete support for end-to-end installation, implementation and maintenance of the proposed solution during the project tenure and bidder will be responsible for attending complaints during NICL working hours or as per the working timings decided by NICL.

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40. The Support should include advising & helping NICL in implementing controls for the risk advised by NICL Information Security Team/regulators/Govt of India.
41. Support has to cover day-to-day issues while using the proposed solution in the NICL environment like resolving the issues related to incident, daily updates, product or production related issues and any other issues to NICL as per SOW/SLA at no extra cost.
42. The Bidder shall be responsible for providing the resolution of the issues and implementation of the same to resolve the issue. If the issue requires OEMs technical person's/product developer's etc. intervention, the bidder has to take up suitability with the appropriate level at OEM and obtain the solution and implement it for the resolution of the issue.

14. Documentation:

- a. The Bidder shall perform an in-depth analysis of the existing deployment and shall submit a detailed plan for the implementation of this project with significant milestones marked on it, including but not limited to the following:
- b.
 - Project Plan detailing each task with target date and assigned resource persons and installation of all supplied items and integration with existing infrastructure at DC, and DR and also with NICL Offices on WAN, Internet. The Bidder needs to prepare a detailed Project Plan, including **Solution Design Document** - HLD and LLD (to cover *End State Design, Traffic Flows, design recommendations, building blocks and policy templates*).
 - Bidder shall submit this document to NICL for review and any suggestions by NICL will be incorporated therein.
 - HLD and LLD which will capture the configuration required to meet existing needs and incorporate the minimum Technical specifications of the RFP. The Bidder should coordinate with existing Security and Network Vendor, also in this regard.
 - The Bidder should provide a **Solution Implementation Plan Document (SIP)** *should include an agreed Implementation plan according to the design document as agreed with IT Operations, Project Management and Technical Team*.
 - The Bidder should provide a **Solution Migration Plan Document (SMP)** *should include an agreed migration plan, roll back procedure and steps to migration execution as agreed with IT Operations, Project*

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| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

Management and Technical Team).

- The Bidder should provide a **Solution Ready for Use Document (SRFU)** *should provide a list of test scenarios along with the procedure to replicate the scenarios and expected outcomes. The intent of the document is to validate and verify the deployed solution meets expected failover and functionality requirements)*
 - The Bidder should provide an **As-Built Document** after Commissioning.
 - The Bidder should ensure that **SOPs are updated every quarter** to reflect on-going changes/enhancements.
 - The Bidder should ensure that all the Technical documents (***Solution Design, Solution Implementation Plan, Solution Migration Plan, Solution Ready for Use, As-Built, SOP*** documents etc.) submitted **should be vetted by OEMs of respective components and bidder need to submit the OEM confirmation along with the documents.** The solution should be hardened as per periodic OEM recommendations. **OEM to provide initial best practices, hardening documents, and configuration templates.**
 - **Any Change during the project period has to be validated by the OEM. All such changes are to be updated in As-Built Document and submitted to NICL on quarterly basis.**
 - The Bidder should ensure that all the required documentation is made available to NICL.
 - **The complete documented plan must be submitted to NICL with supported designs and drawings (if any) within 4 weeks of placing the order.**
- c. The Bidder is responsible for preparing the designs, architecture, implement, commission, manage and maintain the solution in line with best practices in the industry, regulatory guidelines, IT Act 2000 (along with its amendments), regulatory and legal standards as modified from time to time including those on information security and privacy or any other law of the land which may be applicable.
- d. **All the documents shall be supplied in properly bound volumes of A4 size sheets.**
- e. The plan shall include information related to proposed integration with the existing Video Conferencing setup, whether all the locations will be migrated simultaneously, or the migration shall be gradual, required downtime, deployment schedule etc. The installation of the equipment shall be done as a planned activity on a date & time of approved deployment schedule.

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| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

- f. The actual execution will start only after approval of the plan by NICL. On acceptance of such a plan by NICL, the bidder is required to carry out the implementation including supply, installation, commissioning and testing of equipment etc.
- g. The Bidder shall also submit **Delivery and Installation Report, OEM Support certificates, License Copies** for all the items supplied along with the supplies.
- h. **Installation report should contain the part numbers of all the components supplied by the selected bidder.**

15. Additional components: Refer [MTFS&C: Additional Components](#)

16. Responsibility of NICL

- a. Make available the site for installation with UPS power, rack space and connectivity.
- b. Provide details of contact person at the location who would be coordinating with the Bidder during installation/troubleshooting etc
- c. Provide downtime for equipment installation/troubleshooting.
- d. Provide necessary sitting space, power facility to the on-site engineers.
- e. Provide access to DC, and DR, and locations after complying with security requirements of the location.

17. Intentionally Kept Blank

18. Intentionally Kept Blank

19. Intentionally Kept Blank

20. Technical Compliance:

The Bidder should ensure that the proposed solution is in compliance with the technical requirements stated in the [Section - Scope of Work:](#) and its subsections

- A. **Section - [Scope of Work: \(SoW\):](#)**
- B. **Minimum Technical, Functional Specification and Compliance Sections - [Scope of Work: \(SoW\):](#)
[MTFS&C: Cloud Solution](#)
[MTFS&C: Unpriced Bill of Quantity/Bill of Materials \(BoQ/BoM\)](#) and its subsections, [BOQ - A: DC](#), [BOQ - B : DR](#), [BOQ - C: Optional - 1](#), [BOQ - D: Optional - 2](#)
[Annexure 12 – NICL Location Details](#),**

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4.1 Methodology “Pay per Use” Model: SoW

Continual growth in IT enabled applications is the need of the hour to meet NICL’s enhanced business requirement and this calls for continual growth in IT infrastructure, underlying system landscape and data. As a result, NICL foresees the need for additional infrastructure capacity from time to time.

Hence, with an objective to optimize IT infrastructure in line with the estimated initial capacity and to have flexibility to avail latest IT infrastructure, NICL intends to avail IT Infrastructure as a Service on consumption-based **Pay-Per-Use model**. This shall allow NICL the flexibility to avail IT infrastructure services as per initial requirement and add more IT infrastructure on a need basis as and when required, across the entire contract duration.

In line with the above, as part of this SOW, NICL intends that the Bidder shall deploy IT Infrastructure at NICL premises / captive data center locations to avail desired services across all the projects. NICL will have the exclusive right to use IT Infrastructure so deployed by the Bidder for delivery of desired services. The IT infrastructure deployed shall be owned, operated, supported, and maintained by the Bidder as per SLA.

Software licenses, up to the IT infrastructure layer (OS & Virtualization), Storage, Backup Appliance Including software, Networking (ToR Switches), SAN Switches etc. (as defined in the [BOQ - A: DC](#), [BOQ - B : DR](#), [BOQ - Near DC](#), [BoQ - C: Optional - 1](#), [BoQ - D: Optional - 2](#)) is to be provided by the Bidder so as to ensure that NICL is entitled to use all components during the contract period.

Based on NICL’s requirements, infrastructure components shall have a growth during the contract period and the Bidder shall be required to deploy additional infrastructure, manpower to meet the growth requirement. However, there are some fixed service components like implementation charges of solution as per scope of work and functional requirements including commissioning of the systems, integration of systems etc, and no growth hardware’s component like Racks, SAN switches, networking components (ToR Switches) etc.

The Bidder shall be required to provide per unit rate for each infrastructure component, as per pre-defined unit of measurement (UoM) illustrated elsewhere in this document. Rate for one-time charges, payable for implementation charges of solution as per scope of work and functional requirements including

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commissioning of the systems, integration of systems etc and other fixed price items will be payable on fixed quarterly basis for the entire contract duration.

i. Supply, installation, commissioning, and management of IT Infrastructure (IaaS)

The objective is to provide logically unified and shared infrastructure flexible enough to rapidly respond to infrastructure requirements and accommodate future technology enhancements, distributed applications, database applications running on bare metal, and virtualized applications running in hypervisor environments that are available on demand all impose different demands on infrastructure.

The bidder will be expected to bring all the installation equipment and tools required for the installation of the system. The Bidder shall install, integrate, and commission the active network equipment as well as passive network components as per the approved deployment design. All the work shall be done in a conscientious manner as per the OEM guidelines and best industry practices. The system shall be subjected to inspection at various stages. Local regulation / codes shall always be followed. The Bidder shall follow all Safety Regulations and practices. The Bidder shall not cause any damage to the existing server farm and property at NICL, Kolkata and will perform restoration if any damage occurs.

The Bidder must establish a centralized IT environment that will be used to host multiple applications with simplified operations and increased application responsiveness to support a new generation of distributed applications while accommodating existing non-virtualized environments.

- a. Deliver IT as a service starting with Pay-As-Per-Usage Model (IaaS)
- b. Deliver reliable User Experience - The IT Infrastructure will be installed at NICL, Kolkata. OEM is responsible for Supply, Install, Configure, Test, and Maintaining the entire solution for a period of 5 years post Go-Live (Acceptance of the Pay-as-per-Usage solution by NICL). The Bidder should propose only one solution that is in accordance with technical specifications mentioned. The rights for the extension of the service engagement period of 5 years for further up to 2 years (year-on-year basis based on performance) shall be reserved with NICL on mutual agreement with OEM/Bidder.
- c. The bidder/OEM should own, operate, and maintain the entire equipment (along with Operating Systems) and all associated components.
- d. Metering Tool
 - Metering tool will reside on a virtual machine, or a Physical Server and it should be installed in NICL's DC with privacy accessing only as per NICL's approved designatory.
 - The Metering Tools will capture the quantity of Utilized Capacity (UC) by NICL. These measurements will be the basis for the invoicing by the Bidder.

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- In the event of failure/malfunctioning of the metering tool and non-availability of usage data for a given period, payment shall be done only for the prevailing respective minimum committed capacity as per Price break up sheet.
- The Bidder should provide a single console with login access for overall management of deployed Hardware, Metering Tool, Hardware's utilization levels etc. The Bidder also needs to facilitate NICL to generate standard reports from the portal such as Installed Hardware and Software, Current Utilization Levels, Billing Cycle, etc.
- Each calendar quarter, with 3 business days advance notice, Bidder/OEM may inspect, audit, and test the metering scripts, all usage data, and Systems for the purpose of validating proper usage data. Inspections may be immediate in the event of an apparent metering script failure, any discrepancy in usage data, or any suspected manipulation.
- Proposed auditing tool should be auditable through a 3rd party Technical IT Auditor where the party must have the following credentials.

Audit Organization Credentials:

- The organization should have a minimum CMMI Dev3 certification. Relevant certificate copies & certificate validation proof to be submitted.
- The organization should have ISO 9001:2015, ISO 14001:2015, ISO 27034-1 and ISO 27001:2013 Relevant certificates copies to be submitted.

Resource Skill Set on Datacenter Solutions, IT Security & Audit:

- Experience in Validation Testing & Accepting Testing of solution
 - Should have experience in doing metering audits
 - Should have a working knowledge of Enterprise Data Center solutions and Devices with working experience on Enterprise Storage and server Solutions from Hitachi/DellEMC/HPE, Networking, Disaster Recovery Architecture & Solution
 - Should have ITILv3 certification
- f. The bidder/OEM should provide a dedicated phone number for lodging complaints/fault ticket booking on 24x7 basis.
- g. No capital investment will be made by NICL for the equipment, associated software, or any component. NICL will not bear any AMC / CAMC costs. NICL will pay the minimum commit and the usage charge over and above the minimum commit on a Quarterly basis as per the usage report of the metering tool.
- h. IT management issues like scalability, and Tech refresh, in case supplied equipment reached the end of life during the contract period should be taken care of by the bidder. NICL will only approve any additional

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capacity if required under the change request process. For any additional / new capacity if installed, NICL will continue to pay the usage charge as per applicable band or discovered price.

i. Facilities and infrastructure

1. Facilities

- NICL will provide facilities in a safe environment, one that does not pose a potential health or safety hazard to employees or subcontractors, for the Systems and metering tools, such as:
- Floor space, electricity, cooling, physical security, uninterrupted power supply, network, and storage cabling
- Network for both LAN and WAN connectivity and bandwidth

2. Setup of Bidder provided systems

NICL is responsible for:

- Provisioning and connecting any required hardware, software, network, cables, and such (for example, storage area network, operating systems) not provided by OEM as part of this proposal.
- Ensuring that such connected or attached devices and/or software are compliant and compatible with the Systems
- Compliance with building and safety codes
- Attaching wall and ceiling mounts to the building structure according to local building codes
- Ensuring that the facility, cable runs, and power outlets conform to all local fire and electrical codes
- Any other construction or safety measure required by current local legislation.

j. The Go-Live shall be considered after successful integration and commissioning of the IT Infrastructure as per the [Scope of Work: \(SoW\)](#):

k. The duration of the contract will be 5 years with option of extension of the service engagement period up to 2 years (year-on-year basis based on performance). The above list is indicative, though the Bidder will be required to provide an infrastructure which is scalable and provides for next-generation latest technologies like virtualisation, unified management etc. The Bidder is free to add any additional components that are deemed necessary for providing the overall solution.

ii. Key Definitions for the variable capacity “Pay Per Use” model:

- a. **Unit of Measurement (UoM)** – Shall mean per measurable resource of a particular IT infrastructure components like DB Server, Application Server, Storage capacity, etc. as may be applicable for the solution deployed by the Bidder to meet operational requirements. For **Sourcing of On-Premises IT infrastructure on Flexible Capacity ‘Pay per Use’ Model**, following are the Unit of measurement:

SL no.	Item	UoM
1	DB Server	Per Server
2	App Server	Per Server
3	Block Storage	Per GiB
4	Disk Backup System	Per GB
5	Backup Software	Per 10 Instance
6	Replication & Ransomware Protection	Per 10 Instance
7	VMWare Licenses	Per Core
8	Management Server	Fixed Price
9	Backup Server	Fixed Price
10	SAN Switch	Fixed Price
11	ToR Switch	Fixed Price
12	Tape Library	3 Drive + 40 Slots
13	Rack	Fixed Price
14	Resident Engineer	Fixed Price

- b. **Pay per Use:** The Bidder will raise invoice quarterly for **actual usage** of Units (UoM) per quarter for items listed at **Sl 1-7**. Billing is determined by multiplying either the quarterly Used Capacity or Committed Capacity (whichever is higher) by the applicable Unit Price as per price schedule based on the capacity band unit price. Similarly, Bidder will also raise invoice quarterly for fixed items charges from items indicated in above table from **Sl.no. 8 to 14**. Consolidated invoices comprising Pay-per-use as per UoM & fixed items Lump sum shall be submitted.
- c. **Used Capacity** - This shall mean the average quantity per billing cycle (measured once in a day) of IT components used by NIC. The average physical quantity of Units used in a calendar month. The quarterly Used Capacity is an average of the monthly values and rounded to the nearest whole number (e.g., 10.01 up to and including 10.50 will be rounded down to 10.0 and 10.51 up to and including 10.99 will be rounded up to 11). The quarterly fee will be calculated using the monthly average Used Capacity.
- d. **Requested Capacity** – Shall mean initial estimated IT infrastructure capacity requirement component wise (defined in UoM Table) as indicated in the Bill of Quantity (BOQ). The requested capacity may increase and decrease above minimum commit capacity. Any increase in capacity shall be governed through the change request process.

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- e. **Committed Capacity** – This shall mean the minimum capacity, which will be invoiced per billing cycle by the Bidder to NICL corresponding to a percentage of requested capacity.
- f. **Installed Capacity** – This shall mean the actual number of units of IT infrastructure components deployed at NICL site. This will include IT infrastructure components in use and not yet in use. Post induction of the new requirement, the same terms & conditions will be applicable for up-grade/Variable capacity management governed through the Variable Capacity (VC) Change Management Process.
- g. **System or Systems** – This shall mean IT infrastructure including servers, data storage equipment, network components, and other IT hardware equipment and associated software etc. required to be provisioned by the Bidder to NICL as per the provisions of this Variable Capacity Contract.
- h. **System Term** – A period of five years from the date of acceptance by NICL of the system installed by the Bidder under this contract.
- i. **Pro-Rata System Term for New Equipment** – Any New equipment capacity ordered via Change request process, to be deployed for System term less than 5 years, will be coterminous with the contract terms.
- j. **Metering Tools** – Shall mean a software/ program / script / tool used for measurement and reporting of usage data of deployed IT Resources for invoicing purposes. The Bidder will provide and install automated Metering Tool, at NICL premises. The Metering Tools will capture the quantity of Used Capacity by NICL. These measurements will be the basis for the invoicing by the Bidder.

iii. **Operations & Maintenance for Pay-As-Per-Usage IT Infrastructure**

Following is the summary of operations and maintenance services to be provided by the Bidder to be performed under the supervision of NICL.

- a. Once deployed, the bidder is completely responsible for managing the entire support model to ensure the SLA uptime.
- b. Bidder shall provide a comprehensive support basis to ensure an uptime of 99.5% for the IT infrastructure solution in accordance with the Service Level Agreement mentioned as part of this tender.
- c. Bidder shall commit to provide all necessary manpower resources to resolve any issues/incidents and carry out required changes, optimizations, and modifications.
- d. Bidder shall provide comprehensive technical support services for all the hardware and software proposed for the entire period of the contract. The technical support should include all the upgrades, updates, and patches that are released by the respective OEMs during the period of the contract.

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iv. **System Maintenance and Management**

Certain minimum deliverables sought from the Bidder with regard to System Maintenance and Management are provided below:

- a. The Bidder shall be responsible for tasks including but not limited to setting up servers, configuring and apportioning storage space, account management, performing periodic backup of data and automating reporting tasks, and executing hardware and software updates when necessary. It should be noted that the activities performed by the bidder will be under the supervision of NICL.
- b. On an ongoing basis, the bidder shall be responsible for troubleshooting issues in the IT infrastructure solution to determine the areas where fixes are required and ensuring resolution of the same.
- c. The Bidder shall be responsible for identification, diagnosis, and resolution of problem areas pertaining to the IT Infrastructure and maintaining the defined SLA levels.
- d. The Bidder shall implement and maintain standard operating procedures for the maintenance of the IT infrastructure based on the policies formulated in discussion with NICL and based on the industry best practices/frameworks. The Bidder shall also create and maintain adequate documentation/checklists or the same.
- e. The Bidder should support the upgrade requirement (such as firmware upgrade, version upgrade, patch update, etc.) of the system.

Support features needed for IaaS during the contract period:

1. Assigned **Account support manager (ASM)** for NICL for personalized experience (relationship management)
2. **Account Support Plan** - The ASM develops an account support plan in conjunction with the NICL's IT staff and documents the necessary combination of reactive and proactive support, devices, geographic coverage, and any other support aspects such as contact information and escalation procedures etc.
3. **Service Planning and Review** - The ASM conducts half yearly (or the time frame agreed in the Account Support Plan) onsite support planning and review sessions during which the NICL and the ASM review the support provided by OEM over the previous period, including key topics arising from the support activity report and the outcome of Service activities. These reviews provide an opportunity to discuss

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trends, any planned changes to the NICL IT environment and business, and the impact of these changes on the NICL's support requirements. Any additional support requirements can also be identified and discussed.

4. **Support Activity Review** – Bidder/OEM provides NICL with a Half Yearly (or the timeframe agreed in the Account Support Plan) support-activity review report that documents reactive support-call information during that specific period.
 5. **Inventory management & Environment profile** (personalized experience) once in a year.
 6. **Enhanced Incident Management** – elevated support (priority access, with environmental awareness), rapid escalation through ASM for P1 incidents.
 7. **Operational & Technical Advice** – IT infra-OEM takes an active role in providing advice and guidance regarding the routine delivery of the NICL's critical IT services
 8. **Server firmware and software analysis** – On a half yearly basis perform proactive server firmware gap analysis and provide recommendations in a detailed report, releasing firmware updates and upgrades for servers. These updates may address potential incidents, provide added functionality, or improve performance. Onsite/remote installation for recommended upgrades if NICL agrees to provide necessary access to assigned engineers.
 9. **Storage & SAN firmware and software analysis** - On a half yearly basis OEM proactively analyzes for potential storage-related software and firmware updates. The account team provides a recommendation as to applicable software and firmware updates as well as upgrade-planning assistance for the recommendations. OEM will install these updates, if requested by the NICL, either during standard business hours or outside standard business hours at no additional charge to the NICL.
 10. **System Health Check** – Yearly once, the OEM should use diagnostic tools to assess the computing environment for a single operating system on a single physical server or partition. The OEM can be requested to perform a series of diagnostic tests to compare the NICL's computing environment to accepted system management practices and provides a report that details the findings, highlighting the conditions that require resolution or investigation and recommending a suitable course of action.
- iv. **Termination:** also refer, [GT&C - Termination on Insolvency](#); [GT&C – Termination for Defaults](#); [GT&C - Termination for Convenience](#):
- a) **Termination on expiry of the contract:** - This Agreement shall be deemed to have been automatically terminated on the expiry of the contract period unless, NICL has exercised its option to extend this contract in accordance with the provisions, if any, of this contract.
 - b) Upon termination or at the end of the System Term for each System, via the Contract Change Management Process, NICL may elect to take ownership of any System(s) delivered by OEM under the Agreement, which will include a payment. The payment amount shall be provided to NICL at the conclusion of System Term based on a fair market value assessment of the actual System(s) in question

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by OEM's Financial Asset Remarketing Organization applying an understanding of value of current market participants. Fair market value shall be defined as amount that would be paid for the specified Systems in an arm's length transaction between an informed and willing buyer (other than a used equipment dealer) of such Systems under no compulsion to buy and an informed and willing seller under no compulsion to sell and disregarding any costs of removing the Systems from its current location or moving it to a new location.

- i. **Payment Terms and Conditions:** refer, [GT&C - Terms of Payment:](#)
- ii. **Price Breakup Calculation for Commercial Evaluation of the Bid,** refer [Consolidated: Commercial Bid](#)

TABLE 1: DC

TABLE 1: DC																					
Item	UoM	Y1				Y2				Y3				Y4				Y5			
		Min Commit	Requested Capacity	Rate	Amount	Min Commit	Requested Capacity	Rate	Amount	Min Commit	Requested Capacity	Rate	Amount	Min Commit	Requested Capacity	Rate	Amount	Min Commit	Requested Capacity	Rate	Amount
Server (64C 512GB)	Per Server	6	8		0	10	13		0	12	15		0	14	18		0	14	18		0
Block Storage/SAN Storage	Per GB	50000	62500		0	60000	75000		0	70000	87500		0	80000	100000		0	80000	100000		0
Disk Backup System	Per GB	150000	187500		0	200000	250000		0	250000	312500		0	300000	375000		0	300000	375000		0
Management Server (32C 256GB)	Fixed Price	1	1		0	1	1		0	1	1		0	1	1		0	1	1		0
Backup Server (32C 128GB) (. with Windows/ Linux Licenses)	Fixed Price	2	2		0	2	2		0	2	2		0	2	2		0	2	2		0
SAN Switch (48 Port 32Gbps)	Fixed Price	2	2		0	2	2		0	2	2		0	2	2		0	2	2		0
ToR Switch (48 Port 25 Gbps)	Fixed Price	4	4		0	4	4		0	4	4		0	4	4		0	4	4		0
Tape Library	3 Drive + 40 Slots	1	1		0	2	2		0	3	3		0	4	4		0	4	4		0
Backup Software	Per 10 Instance	5	6		0	6	8		0	8	10		0	10	12		0	10	12		0
API Gateway and Security	Fixed Price	2	2		0	2	2		0	2	2		0	2	2		0	2	2		0
Reverse Proxy - Nginx	Fixed Price	2	2		0	2	2		0	2	2		0	2	2		0	2	2		0
Rack	Fixed Price	2	2		0	2	2		0	3	3		0	3	3		0	3	3		0
Resident Engineer	Fixed Price	2	2		0	2	2		0	2	2		0	2	2		0	2	2		0
Total Monthly					0				0				0				0				0
Total Yearly					0				0				0				0				0
Grand Total for 5years																					0
Grand Total for 5years (Including GST)																					0

Note :

Monthly Amount = (Min commit * Rate)

Total Monthly Amount = Sum of all the line items in the table mentioned above.

NICL will be billed on a quarterly basis based on the consolidated 3 month bills generated in the quarter.

Growth of the proposed line items extends until the completion of 4th year.

Metering for Block Storage will be on usable capacity (GiB) while for disk backup system the metering will be on raw capacity (GB)

Tape Library- Augmented capacity for the above table is 3 drive + 40slots as a block

TABLE 2: DR

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TABLE 1: DR																					
Item	UoM	Y1				Y2				Y3				Y4				Y5			
		Min Commit	Requested Capacity	Rate	Amount	Min Commit	Requested Capacity	Rate	Amount	Min Commit	Requested Capacity	Rate	Amount	Min Commit	Requested Capacity	Rate	Amount	Min Commit	Requested Capacity	Rate	Amount
Server (64C 512GB)	Per Server	4	5		0	5	6		0	6	8		0	7	9		0	7	9		0
Block Storage/SAN Storage	Per GiB	50000	62500		0	60000	75000		0	70000	87500		0	80000	100000		0	80000	100000		0
Disk Backup System	Per GB	150000	187500		0	200000	250000		0	250000	312500		0	300000	375000		0	300000	375000		0
Backup Server (32C 128GB) (with Windows/ Linux Licenses)	Fixed Price	1	1		0	1	1		0	1	1		0	1	1		0	1	1		0
Backup Software	Per 10 Instance	2	3		0	4	5		0	6	7		0	7	9		0	7	9		0
Management Server (32C 256GB)	Fixed Price	1	1		0	1	1		0	1	1		0	1	1		0	1	1		0
SAN Switch (48 Port 32Gbps)	Fixed Price	2	2		0	2	2		0	2	2		0	2	2		0	2	2		0
ToR Switch (48 Port 25 Gbps)	Fixed Price	4	4		0	4	4		0	4	4		0	4	4		0	4	4		0
Tape Library	3 Drive + 40 Slots	1	1		0	2	2		0	3	3		0	4	4		0	4	4		0
API Gateway and Security	Fixed Price	2	2		0	2	2		0	2	2		0	2	2		0	2	2		0
Reverse Proxy - Nginx	Fixed Price	2	2		0	2	2		0	2	2		0	2	2		0	2	2		0
Rack	Fixed Price	2	2		0	2	2		0	3	3		0	3	3		0	3	3		0
Total Monthly					0				0				0				0				0
Total Yearly					0				0				0				0				0
Grand Total for 5 Years																					0
Grand Total for 5 Years (Including GST)																					0

Note :

Monthly Amount = (Min commit * Rate)

Total Monthly Amount = Sum of all the line items in the table mentioned above.

NCL will be billed on a quarterly basis based on the consolidated 3 month bills generated in the quarter.

Growth of the proposed line items extends until the completion of 4th year.

Metering for Block Storage will be on usable capacity (GiB) while for disk backup system the metering will be on raw capacity (GB)

Tape Library- Augmented capacity for the above table is 3 drive + 40slots as a block

Table 3 Near DC

TABLE 1: Near DC																					
Item	UoM	Y1				Y2				Y3				Y4				Y5			
		Min Commit	Requested Capacity	Rate	Amount	Min Commit	Requested Capacity	Rate	Amount	Min Commit	Requested Capacity	Rate	Amount	Min Commit	Requested Capacity	Rate	Amount	Min Commit	Requested Capacity	Rate	Amount
Block Storage/SAN Storage	Per GiB	50000	62500		0	60000	75000		0	70000	87500		0	80000	100000		0	80000	100000		0
Management Server (32C 256GB)	Fixed Price	1	1		0	1	1		0	1	1		0	1	1		0	1	1		0
Total Monthly					0				0				0				0				0
Total Yearly					0				0				0				0				0
Grand Total for 5 Years																					0
Grand Total for 5 Years (Including GST)																					0

Note :

Monthly Amount = (Min commit * Rate)

Total Monthly Amount = Sum of all the line items in the table mentioned above.

NCL will be billed on a quarterly basis based on the consolidated 3 month bills generated in the quarter.

Growth of the proposed line items extends until the completion of 4th year.

Metering for Block Storage will be on usable capacity (GiB) while for disk backup system the metering will be on raw capacity (GB)

iii. Limitations and Assumptions

- a) Any Services not described in this SoW are out of scope.

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- b) Bidder will provide the Services (or portions thereof) from any location determined by Bidder. Any requests by NICL to change the location will impact pricing and is subject to the Change Management Process.
- c) Documentation created for this Service will be available in electronic format using Microsoft Office.
- d) Charges include the installation services for the Systems covered under this SOW at the time of execution. The fees do not include installations that may be required as a result of a NICL initiated System relocation. Relocation services may be purchased separately.
- e) Any of the information associated with the metering tools, the process to bill and collect amounts due hereunder, or metering or reporting of usage data will be deemed to be confidential information of NICL and Bidder.
- f) Bidder is not responsible for the performance or non-performance of third-party vendors, their products, or their support services.
- g) NICL acknowledges that Bidder's ability to provide the Services under this Agreement is contingent upon the accuracy and completeness of information and data that NICL provides, as well as NIC's cooperation and timely performance of its obligations. If any such data or information is found to be inaccurate or incomplete, or NICL fails to perform its obligations, the parties will negotiate in good faith equitable changes to the impacted Statement of Work, which may include changes to the fees.
- h) All deliverables are accepted upon delivery unless otherwise specified.
- i) Service Level Objective Exclusions – The following are excluded from SLOs:
 - Delays in NICL approval process
 - Incidents due to NIC's applications, hardware, software, services or facilities
 - Incidents due to NICL WAN/LAN-related issues
 - Force Majeure at NICL or Bidder site
 - Planned outages and scheduled maintenance
 - Any act or omission on the part of NIC, its contractors or vendors, or any other entity over which NICL exercises control or has the right to exercise control, including NIC's failure of to perform its obligations
 - Interruptions or Incidents not reported by NIC, or where no ticket was opened
 - SLOs will be excluded during pre-handover phase or during any termination assistance services

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4.2 Applications-in-Scope

SR#	Location Annexure 12 – NICL Location Details	VM Hostname	App	Single / Load Balanced	As-is		
					App Version	OS	OS Version
1	DC-K	1	Employee_portal	Load Balanced	Weblogic 12.2.1.4.0 (weblogic 12C)	AIX	AIX 7.2
2	DC-K	2		Load Balanced	Weblogic 12.2.1.4.0 (weblogic 12C)	AIX	AIX 7.2
3	DC-K	3		Load Balanced	Weblogic 12.2.1.4.0 (weblogic 12C)	AIX	AIX 7.2
4	DC-K	4		NA	NA	Linux	RHEL 8.8
5	DC-K	5		NA	NA	Linux	RHEL 8.8
6	DC-K	6		NA	NA	Linux	RHEL 8.8
7	DC-K	7		NA	NA	Linux	RHEL 8.8
8	DC-K	8		NA	NA	AIX	AIX 7.2
9	DC-K	9		NA	NA	AIX	AIX 7.2
10	DC-K	10	External_portal	Load Balanced	Apache Tomcat/8.5.34	AIX	AIX 7.1
11	DC-K	11		Load Balanced	Apache Tomcat/8.5.34	AIX	AIX 7.1
12	DC-K	12		Load Balanced	Apache Tomcat/8.5.34	AIX	AIX 7.1
13	DC-K	13		Load Balanced	Apache Tomcat/8.5.34	AIX	AIX 7.1
14	DC-K	14		NA	NA	AIX	AIX 7.2
15	DC-K	15		NA	NA	AIX	AIX 7.2
16	DC-K	16		NA	NA	Linux	RHEL 8.8

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17	DC-K	17		Load Balanced	WebLogic 10.3.6.0 (Weblogic 11g)	AIX	AIX 7.1
18	DC-K	18		Load Balanced	WebLogic 10.3.6.0 (Weblogic 11g)	AIX	AIX 7.1
19	DC-K	19		NA	NA	AIX	AIX 7.2
20	DC-K	20		NA	NA	AIX	AIX 7.2
21	DC-K	21	Mob_App	Load Balanced	Apache Tomcat/8.5.34	Linux	RHEL7.3
22	DC-K	22		Load Balanced	Apache Tomcat/8.5.34	Linux	RHEL7.3
23	DC-K	23		NA	NA	AIX	AIX 7.2
24	DC-K	24		NA	NA	AIX	AIX 7.2
25	DC-K	25		NA	NA	Linux	RHEL7.3
26	DC-K	26		NA	NA	Linux	RHEL7.3
27	DC-K	27	Data Migration	NA	NA	Linux	RHEL 8.8
28	DC-K	28		NA	NA	Linux	RHEL 8.8
29	DR-B	29	Employee_p ortal	Load Balanced	Weblogic 12.2.1.4.0 (weblogic 12C)	AIX	AIX 7.2
30	DR-B	30		Load Balanced	Weblogic 12.2.1.4.0 (weblogic 12C)	AIX	AIX 7.2
31	DR-B	31		Load Balanced	Weblogic 12.2.1.4.0 (weblogic 12C)	AIX	AIX 7.2
32	DR-B	32		NA	NA	Linux	RHEL 8.8
33	DR-B	33		NA	NA	Linux	RHEL 8.8
34	DR-B	34		NA	NA	AIX	AIX 7.2
35	DR-B	35		NA	NA	AIX	AIX 7.2
36	DR-B	36		Load Balanced	Apache Tomcat/8.5.34	AIX	AIX 7.1

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37	DR-B	37	External_portal	load Balanced	Apache Tomcat/8.5.34	AIX	AIX 7.1
38	DR-B	38		Load Balanced	Apache Tomcat/8.5.34	AIX	AIX 7.1
39	DR-B	39		Load Balanced	Apache Tomcat/8.5.34	AIX	AIX 7.1
40	DR-B	40		NA	NA	AIX	AIX 7.2
41	DR-B	41		NA	NA	AIX	AIX 7.2
42	DR-B	42		NA	NA	Linux	RHEL7.2
43	DR-B	43		NA	NA	Linux	RHEL 8.8
44	DR-B	44		Load Balanced	WebLogic 10.3.6.0 (Weblogic 11g)	AIX	AIX 7.2
45	DR-B	45		Load Balanced	WebLogic 10.3.6.0 (Weblogic 11g)	AIX	AIX 7.2
46	DR-B	46		NA	NA	AIX	AIX 7.2
47	DR-B	47		NA	NA	AIX	AIX 7.2
48	DR-B	48	Mob_App	Load Balanced	Apache Tomcat/8.5.34	Linux	RHEL 7.3
49	DR-B	49		Load Balanced	Apache Tomcat/8.5.34	Linux	RHEL 7.3
50	DR-B	50		NA	NA	AIX	AIX 7.2
51	DR-B	51		NA	NA	AIX	AIX 7.2
52	DR-B	52		NA	NA	Linux	RHEL 7.3
53	DR-B	53		NA	NA	Linux	RHEL 7.3
54	DC-K	54	Employee_Portal	Single	Weblogic 12.2.1.4.0 (weblogic 12C)	AIX	AIX 7.2
55	DC-K	55		NA	NA	Linux	RHEL 8.8
56	DC-K	56		NA	NA	AIX	AIX 7.2
57	DC-K	57		NA	NA	AIX	AIX 7.2
58	DC-K	58		Single	Weblogic 12.2.1.4.0 (weblogic 12C)	AIX	AIX 7.2
59	DC-K	59		NA	NA	Linux	RHEL 8.8
60	DC-K	60		NA	NA	AIX	AIX 7.2

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61	DC-K	61		Load Balanced	Weblogic 12.2.1.4.0 (weblogic 12C)	AIX	AIX 7.2
62	DC-K	62		Load Balanced	Weblogic 12.2.1.4.0 (weblogic 12C)	AIX	AIX 7.2
63	DC-K	63		NA	NA	Linux	RHEL 8.8
64	DC-K	64		NA	NA	Linux	RHEL 8.8
65	DC-K	65		NA	NA	AIX	AIX 7.2
66	DC-K	66		NA	NA	AIX	AIX 7.2
67	DC-K	67		Load Balanced	Weblogic 12.2.1.4.0 (weblogic 12C)	AIX	AIX 7.2
68	DC-K	68		Load Balanced	Weblogic 12.2.1.4.0 (weblogic 12C)	AIX	AIX 7.2
69	DC-K	69		NA	NA	Linux	RHEL 8.8
70	DC-K	70		NA	NA	Linux	RHEL 8.8
71	DC-K	71		NA	NA	AIX	AIX 7.2
72	DC-K	72		NA	NA	AIX	AIX 7.2
73	DC-K	73	External_Portal	Single	apache-tomcat-9.0.91	AIX	AIX 7.1
74	DC-K	74		NA	NA	AIX	AIX 7.2
75	DC-K	75		NA	NA	AIX	AIX 7.2
76	DC-K	76		Single	apache-tomcat-9.0.91	AIX	AIX 7.1
77	DC-K	77		NA	NA	AIX	AIX 7.2
78	DC-K	78		NA	NA	AIX	AIX 7.2
79	DC-K	79		NA	NA	AIX	AIX 7.2
80	DC-K	80		Single	apache-tomcat-9.0.91	AIX	AIX 7.2
81	DC-K	81		NA	NA	AIX	AIX 7.2
82	DC-K	82		single	WebLogic 10.3.6.0 (Weblogic 11g)	AIX	AIX 7.1
83	DC-K	83		NA	NA	AIX	AIX 7.2

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84	DC-K	84		Single	apache-tomcat-9.0.91	AIX	AIX 7.1
85	DC-K	85		NA	NA	AIX	AIX 7.2
86	DC-K	86		NA	NA	Linux	RHEL 8.8
87	DC-K	87		NA	NA	Linux	RHEL 8.8
88	DC-K	88		Load Balanced	WebLogic 10.3.6.0 (Weblogic 11g)	AIX	AIX 7.1
89	DC-K	89		Load Balanced	WebLogic 10.3.6.0 (Weblogic 11g)	AIX	AIX 7.1
90	DC-K	90		NA	NA	AIX	AIX 7.2
91	DC-K	91		NA	NA	AIX	AIX 7.2
92	DC-K	92		Single	Apache Tomcat/8.5.34	Linux	RHEL 7.3
93	DC-K	93		NA	NA	AIX	AIX 7.2
94	DC-K	94		NA	NA	AIX	AIX 7.2
95	DC-K	95		Single	Apache Tomcat/8.5.34	Linux	RHEL 7.3
96	DC-K	96		Single	Apache Tomcat/8.5.34	AIX	AIX 7.2
97	DC-K	97	Mobile_App	Load Balanced	Apache Tomcat/8.5.34	Linux	RHEL 7.3
98	DC-K	98		NA	NA	AIX	AIX 7.2
99	DC-K	99		NA	NA	AIX	AIX 7.2
100	DC-K	100		NA	NA	Linux	RHEL 7.3
101	DC-K	101		Single	Apache Tomcat/8.5.34	Linux	RHEL 7.3
102	DC-K	102		NA	NA	AIX	AIX 7.2
103	DC-K	103	Data Migration	NA	NA	Linux	RHEL 8.8
104	DC-K	104		Single	Varnish v6.6.2 Nginx v1.20.1	Linux	RHEL 9.2

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105	DC-K	105	Corporate Portal	Single	Apache v2.4 PHP v8.2.16 Drupal v10.2.6 Memcached v1.6.9 SVN v1.14.1	Linux	RHEL 9.2
106	DC-K	106			MariaDB v10.6.17	Linux	RHEL 9.2
107	DC-K	107		Single	Varnish v6.6.2 Nginx v1.20.1	Linux	RHEL 9.2
108	DC-K	108		Single	Apache v2.4 PHP v8.2.16 Drupal v10.2.6 Memcached v1.6.9 SVN v1.14.1	Linux	RHEL 9.2
109	DC-K	109			MariaDB v10.6.17	Linux	RHEL 9.2
110	DC-K	110		Single	Varnish v6.6.2 Nginx v1.20.1	Linux	RHEL 9.2
111	DC-K	111		Single	Varnish v6.6.2 Nginx v1.20.1	Linux	RHEL 9.2
112	DC-K	112		Single	Apache v2.4 PHP v8.2.16 Drupal v10.2.6 Memcached v1.6.9 SVN v1.14.1	Linux	RHEL 9.2
113	DC-K	113		Single	Apache v2.4 PHP v8.2.16 Drupal v10.2.6 Memcached v1.6.9 SVN v1.14.1	Linux	RHEL 9.2
114	DC-K	114			MariaDB v10.6.17	Linux	RHEL 9.2
115	DC-K	115		Single	Varnish v6.6.2 Nginx v1.20.1	Linux	RHEL 9.2
116	DC-K	116		Single	Varnish v6.6.2 Nginx v1.20.1	Linux	RHEL 9.2

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117	DC-K	117	Single	Apache v2.4 PHP v8.2.16 Drupal v10.2.6 Memcached v1.6.9 SVN v1.14.1	Linux	RHEL 9.2
118	DC-K	118	Single	Apache v2.4 PHP v8.2.16 Drupal v10.2.6 Memcached v1.6.9 SVN v1.14.1	Linux	RHEL 9.2
119	DC-K	119		MariaDB v10.6.17	Linux	RHEL 9.2
120	DR-B	120	Single	Varnish v6.6.2 Nginx v1.20.1	Linux	RHEL 9.2
121	DR-B	121	Single	Varnish v6.6.2 Nginx v1.20.1	Linux	RHEL 9.2
122	DR-B	122	Single	Apache v2.4 PHP v8.2.16 Drupal v10.2.6 Memcached v1.6.9	Linux	RHEL 9.2
123	DR-B	123	Single	Apache v2.4 PHP v8.2.16 Drupal v10.2.6 Memcached v1.6.9	Linux	RHEL 9.2
124	DR-B	124		MariaDB v10.6.17	Linux	RHEL 9.2

- 4.3 Intentionally Kept Blank
- 4.4 Intentionally Kept Blank
- 4.5 Intentionally Kept Blank
- 4.6 Intentionally Kept Blank
- 4.7 Intentionally Kept Blank

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4.8 Intentionally Kept Blank

4.9 Intentionally Kept Blank

4.10 **Cloud Solution: SoW: SLA - Service Level Agreement**

A. SLA - Generic

By dint of participating in the Bid and having been awarded the Purchase Order, the successful bidder shall be deemed to have accepted all the Terms and Conditions of the RFO including the have to enter into “Service Levels Agreement” to maintain uptime and provide the service support and onsite support during the entire contract period.

Service Levels will include Availability measurements and Performance parameters. NICL requires the Bidder to provide reports for all availability and performance parameters, a log of all issues that have been raised and Closed/ Pending Closure by the Bidder. The frequency of these reports would be Weekly, Monthly, Quarterly and Yearly.

However, all Availability and Performance Measurements will be on a **Monthly basis** for the purpose of Service Level reporting.

Service Level Availability is to be measured and reported on a monthly basis by bidder and will be validated by NICL.

Audits may be done on a monthly/quarterly basis or as required by NICL.

1. Both the bidder and OEM will be totally responsible for the maintenance, configuration and fault free operations of supplied Solution and its maintenance during the contract period of 5 years, extendable by 2 years
2. Any technical glitch/ issue in installed infrastructure of the Private Cloud solution (including hardware, software.) should be attended to on priority and should be covered under Support.
3. The bidder has to maintain a guaranteed minimum uptime of 99.90% for all systems/solutions supplied under this RFP to avoid any business disruption due to breakdown of system or degraded performance impacting business or unavailability of data. The uptime calculation will be monthly.
4. NICL may communicate the issue/ breakdown message by way of phone / email/ call logging.
5. For penalty calculation, the total time elapsed between the intimation of break down message from NICL to the Bidder and receipt of Resolution Message from the Bidder to NICL will be considered.
6. The penalty will be deducted in the next payment due to the bidder. In case, NICL is unable to adjust the penalty in subsequent payment, NICL at its discretion may invoke the Performance Bank Guarantee (PBG) to deduct the penalty amount.
7. If the support services are not provided on 24*7 basis and/or satisfactory services are not provided,

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NICL with its discretion may reject the proposal / terminate the contract, without assigning any reason.

8. The bidder is required to mandatorily conduct quarterly preventive and breakdown maintenance activities to ensure (without any impact on day to day operations) to maintain uptime of 99.90% uptime on monthly basis covering 24*7*365 days (366 days in Leap year).
9. For calculation of uptime (penalty), planned/ scheduled down time (excluding the scheduled downtime required for rectifying the issue) will be exempted. NICL will pay the bidder after deducting the calculated penalty from the payable amount. If any critical component of the entire configuration setup is out of service, then the bidder & OEM shall either immediately replace the defective unit (with new one) or replace it at its own cost or provide a standby, on immediate basis, in not more than 6 hours. If the bidder should maintain proper inventory of standby components for early resolution of issues.
10. If the bidder, having been notified, fails to remedy the defect(s) within the 6 hours' time duration from the incident, NICL may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights, which NICL may have against the supplier under the Contract.
11. For all issues related to installed infrastructure, RCA (Root Cause Analysis) to be provided by the respective OEM within 3 working days. The delay in submission will lead to a penalty.
12. The most complex transaction under peak load should be successfully completed within a reasonable time
13. NICL will levy all kinds of penalties/LDs as applicable on the successful Bidder only.
14. **Solution availability is defined as: $\{(\text{Scheduled operation time} - \text{system downtime}) / (\text{scheduled operation time})\} * 100\%$**

Solution availability	Uptime % of application calculated on monthly basis for each solution.	Penalty shall be applicable in % (as mentioned below) of monthly contract value. If the uptime is below 98%, NICL shall have full right to terminate the contract with the Bidder.
	99.90% to 100% NA	NA
	Below to 99.89%	1 % deduction of monthly contract value for the solution for every reduction in uptime by

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		0.01 % in uptime. Uptime shall be calculated monthly
--	--	-------------------------------------------------------------

Where: -

“Scheduled operation time” means the scheduled operating hours of the Private Cloud Solution for the month. All planned downtime on the system would be deducted from the total operation time for the month to give the scheduled operation time, i.e. 24x7x365 (366 days in Leap year. Following will be standard exclusions while calculating availability:

- Any Scheduled Maintenance activity by the Bidder within the agreed Scheduled time
- Any Scheduled Upgrades within the agreed Scheduled time
- Force Majeure cases
- Any other cause attributable to NICL’s infrastructure
 - a. The downtime will be considered for the availability calculations. Downtime shall commence when the Solution components are not available.
 - b. “Solution downtime” subject to the SLA, means accumulated time during which the respective Solution components with specified **Minimum Technical, Functional Specification and Compliance** standards (This includes their subcomponents etc. at all Project locations etc.) are not available to NICL’s users or customers due to in-scope system or infrastructure failure, and measured from the time NICL and/or its customers log a call with the Bidder for the failure or the failure is known to the Bidder from the availability measurement tools to the time when the Private Cloud Solution is returned to proper operation. Any denial of service by the bidder to NICL users and NICL customers would also count as “Solution downtime/System downtime/downtime”. Also, non-compliance with performance parameters for business, network and environmental infrastructure and system / service degradation will be considered for downtime calculation.
 - c. The planned maintenance time / scheduled downtime will include activities like software upgrades, patch management, security software installations and will not include “System downtime/downtime” etc.
 - d. The Bidder will be required to schedule ‘planned maintenance time’ with prior approval of NICL. This will be scheduled after business hours. In exceptional circumstances, NICL may allow the Bidder to plan scheduled downtime in the working hours.
 - e. “Incident” refers to any event / abnormalities in the functioning of the respective Solution components that may lead to disruption in normal operations.
 - f. **Response Time:** - Defined as time taken by the FMS Manpower to respond to the concerned user over the service desk tool, phone/Email or in person and acknowledge the problem. Same is applicable when there is a problem in the proposed solution.

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- g. **Resolution Time:** - Defined as time taken to resolve a problem.
 - h. “Resolution Time” shall mean the time taken (after the incident has been reported at the helpdesk/FMS Manpower), in resolving (diagnosing, troubleshooting and fixing) or escalating (to the second level) getting the confirmatory details about the same from the bidder and conveying the same to the end user), the services related troubles during the first level escalation.
 - i. Commencement of SLA: The SLA shall commence from the implementation period itself for adherence to the implementation plan. The penalty will be deducted from the next payment milestone during the implementation period. During the Operations and Management period, the penalty will be deducted from the periodic payments.
 - j. The Bidder must ensure OEM support for any Hardware/ Software issue. It is the responsibility of the Bidder to ensure that NICL avails all necessary support from the OEM support team to address technical issues for timely resolution.
 - k. Uptime will be computed based on availability of the applications to NICL’s users/customers irrespective of availability of server’s individual server/clusters.
 - l. Response to downtime issues may be offsite support or onsite. In case the issue cannot be resolved telephonically, the Bidder will need to provide onsite assistance within the response resolution window.
 - m. When the respective Solution components are rendered Unavailable for any of the above-mentioned reasons, the bidder will notify NICL and give a clear explanation of the reason for the unscheduled downtime and the expected time for Resolution and Resumption of service.
 - n. In case, the scheduled maintenance cannot be completed within the expected time, the vendor will immediately inform NICL in writing via E-Mail and orally via Mobile / Telephone to NICL’s designated official.
15. In case of the intermittent failures and repetitive problems (**problems repeating more than twice in a year**) due to improper diagnostics and repair/replacement the **system would be treated as continuously down**.
 16. Inability of the Bidder to provide services at the service levels defined would result in breach of contract and would invoke the penalty clause
 17. The Bidder is required to provide and implement the regular updates/upgrades/patches released by the OEM within the timelines as mentioned, **NICL will levy the penalty of Rs. 5,000 per week or part thereof in not adhering to the schedules**.
 18. NICL reserves the right to recover the penalty from any payment to be made under this contract.
 19. Once this amount reaches **5% of the respective SUB-TOTAL Value**, NICL may cancel the contract, and en-cash the PBG. En-cashing the Performance Bank Guarantee shall not endanger any provisions of Support written or otherwise expressed and the concerned Support will remain in full force.

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20. Notwithstanding anything contained above, no such penalty will be chargeable on the Bidder for the inability occasioned. If such inability is due to reasons entirely attributable to the NIC, also refer [SLA - Exception](#).
21. Intentionally Kept Blank
22. Overall cap for penalties as per SLA and the Liquidated damages over the tenure of the contract will be **10% (ten per cent)** of the contract value.
23. NICL expects the Bidder to complete the scope of the project as mentioned in Scope of Work **Section - [Scope of Work: and its subsections](#)** of this document within the timeframe specified in **Section - [GT&C – Delivery Schedule](#)** Project Timelines of this document. Inability of the Bidder either to provide the requirements as per the scope or to meet the timelines as specified would be treated as breach of contract and would invoke the penalty /LD clause.
24. Inability of the Bidder to provide services at the service levels defined would result in breach of contract and would invoke the penalty clause or termination clause
25. The Bidder is required to provide and implement regular updates/upgrades/patches released by the OEM/s within the timelines as mandated by NICL.
26. The right to levy the penalty is in addition to and without prejudice to other rights / remedies available to NICL such as termination of contract, invoking performance guarantee and recovery of amount paid etc.
27. NICL reserves the right to recover the penalty from any payment to be made under this contract.
28. Performance measurements would be assessed through audits or reports, as appropriate, to be provided by the Bidder e.g. reports, ticket details and resolution time report etc. The tools to perform the audit will need to be provided by the Bidder. Audits will normally be done on regular basis or as required by NICL and will be performed by NICL or NICL appointed third party
29. **SLA will be monitored on Monthly basis.**
30. Penalty due to downtime, during contract period will be deducted from any subsequent payment to be made to the Successful bidder.
31. Refer [GT&C - Liquidated Damages](#):
32. Notwithstanding anything contained above, no such penalty will be chargeable on the Bidder for the inability occasioned, if such inability is due to reasons entirely attributable to NICL.
33. NICL agrees that the bidder shall not in any manner be liable for any delay arising out of the NIC's failure to make the site ready (**Site Not Ready - SNR**) within the stipulated period, including but not limited to levy of liquidated damages for any delay in performance of services under the terms of this Agreement.
34. **Site Not Ready (SNR) Clause** In case the site is not found ready for installation, the bidder shall contact NICL designated officials. If it is concluded that the site is not ready due to any reason(s) attributable to NICL, then the bidder vendor shall obtain a mail confirmation from NICL for "Site Not Ready". In this case, the delivery & installation payment due to the Bidder will not be held up for

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want of installation certificate. However, the Bidder has to submit an undertaking that as and when the site is ready, the Bidder will report for installation within 3 days of being intimated that the site is ready and will complete installation within 2 weeks, ensuring integration of hardware with the other equipment(s), loading of OS, Software for commissioning of the solution thereafter. If installation is not completed within the stipulated time-frame, penalty towards deliverables and timelines as defined above will be applicable from the 15th day of being intimated that the site is ready, subject to a maximum of 10% of the cost of those item(s). The penalty will be recovered from any amount payable to Bidder including invoking of the PBG/ any Bank Guarantee submitted by the vendor

35. Also, refer [SLA - Exception:](#)

SLA - Section 1: Delivery – Supply, Installation, Configuration, Commissioning, Manpower

Sl.No.	Phase Activities	Maximum Timelines	Penalty
1	Supply of Cloud Solution: Hardware, peripherals, associated software, licenses etc - as applicable (NICL locations as applicable)	T + 12 weeks	For every week of delay or part thereof, there will be penalty of Rs. 10,000/- for the respective delayed item, till it reaches an amount of Rs. 5,00,000/-, after which NICL may cancel the Contract and Invoke BG
2	Installation, Configuration, Commissioning of Cloud Solution with peripherals, associated software, licenses etc -	T + 24 weeks in DC, and DR as applicable; subject to respective go-ahead from NICL	For every week of delay or part thereof, there will be penalty of Rs. 20,000/- for the respective delayed item, till it reaches an amount of Rs. 10,00,000/-, after which NICL may cancel the Contract and Invoke BG
3	Dedicated manpower in NICL as per requirements mentioned in the RFP	T + 16 weeks	Onboarding at NICL: For every week of delay or part thereof, there will be penalty of Rs. 20,000/-, till it reaches an amount of

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			<p>Rs. 10,00,000/-, after which NICL may cancel the Contract and Invoke BG</p> <p>Absence: 0.5% of FMS charges payable to the bidder for that month for each day of the absence.</p> <p>In the absence of the engineer, suitable replacement is to be provided on an immediate basis and NICL should be made aware of the same. In case of absolute absence (when no replacement is provided), penalty would be applicable for each day, up to a maximum of 10%, for each such event.</p>
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SLA - Exception:

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

- i Execution of the disaster recovery plan/business continuity plan for an NICL declared disaster situation; and
- ii Any established inability of other third party vendors or service providers of NICL, to fulfill the requirements as per the contract.
- iii Any established inability or delay from NICL to fulfill the requirements as per the contract.

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4.16 MTFS&C: Cloud Solution

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4.17

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A. Self Service of Multi-Cloud Platform

1. The offered Private cloud solution shall be a comprehensive, self-contained Solution or an integrated solution from the OEM which shall have capability to provide VM, Bare Metal and Container as a service through a single pane of glass.
2. The offered Private cloud solution shall also have capability to integrate with On-premises, Public Cloud VMs (Provision and Manage) from AWS, Azure and Google.
3. The offered Private cloud Solution or an integrated solution shall be offered with minimum of 3 x physical Management nodes
4. Private Cloud Management software should be deployed in clustered mode across nodes so that failure of host, OS, virtualization management software component should have zero downtime impact on the availability of management plane
5. OEM shall also offer at-least 10TB of additional usable capacity spread across management nodes and each management node shall have at-least 32 Core and 384 GB Memory
6. The offered Private cloud Solution or an integrated solution shall also be offered with required networking devices. OEM shall ensure that network for Data and Management shall be offered on separate switches in high availability mode.
7. The offered Private cloud Solution or an integrated solution shall have flexibility to add additional nodes for VM, Container and Bare metal as services within the offered solution.
8. The offered private cloud solution should provide resources consumption as well as quota management for both users, business groups and projects across all the offered services.
9. The offered private cloud solution should be able to provide cost governance across the private and public cloud for the above parameters considered in the pricing
10. To achieve true Cloud native experience, the offered Solution or integrated solution shall have in-built and pre-configured VM template or plan for VMs so that Administrator or tenant can choose the appropriately sized VMs while deploying the workload as a service.
11. The Private cloud solution should have a Unified graphical UI for designing catalogs, software components and application stacks with the ability to extend or define external integrations as well as provide features such as Infrastructure as a code (IaaS).
12. The Private cloud solution should provide search to facilitate search of Instances, Users, cloud, group, hosts, Network, load balancers
13. The Private cloud solution should provide elasticity for scaling out additional instances based upon CPU and memory thresholds

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| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

14. The Private cloud solution shall also be able to define the maximum number of elastic instances to be scaled.
15. The Private cloud solution should have the capability to publish and share Catalog (VM Types, Tasks, Workflows) across Projects / applications.
16. The Private cloud solution shall have **RBAC support for managing private cloud and assign appropriate roles and responsibilities** for a particular group/project/Lob which is controlling the business application.
17. The Private cloud solution shall support capabilities to integrate machine provisioning /management with configuration management databases (CMDBs), Ticketing systems, IP address management systems, or Domain Name System (DNS) servers.
18. The Private cloud solution shall support bulk Import of hypervisor virtual machines and multi-cloud VMs from existing infrastructure.
19. The proposed solution should support 3rd party Backup Software integration for tape out or disk based Archival
20. The proposed solution should avoid performance degradation due to noisy neighbor problems. Solution must have Native QOS at the back-end storage layer as well as Network BW level for specific VMs.
21. The proposed platform should support AD, Azure AD, Okta and any tool with SAML capabilities for authentication, and synchronization of user list and profiles
22. The Offered, private cloud solution shall have an in-built reporting engine and shall provide the reports for critical metrics like Cloud Usage, Cloud Usage Instance summary, Cloud cost, time series cost, inventory summary report etc.
23. The offered life cycle management of various components within the offered private cloud solution shall be transparent to offered services and shall be done periodically by the OEM.
24. Life cycle management shall cover both Firmware / Microcode, Patches (Hardware, Firmware, patches) for all the base software for offered services.

B. Compute for the Private Cloud

1. Proposed X86 Based Compute System shall be currently available x86 CPU from Intel or AMD (Intel Xeon Gen-5 or AMD EPYC 9004 Series or later)
2. Proposed Servers shall be configured with DDR5 memory

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3. All the DB & App Servers in the production, non-production, backup and other infrastructural purposes shall be single / dual socket servers with redundant power and cooling.
4. Servers shall be sized as per the application architecture, considering ISV license model optimization.
5. All the servers shall be configured with redundant I/O (Ethernet & FC)
6. Ethernet ports for the production servers shall be 25Gb with SFP28
7. Ethernet ports for the non-production & backup servers shall be 10Gbe with SR SFP+
8. Ethernet ports for the other servers (management, DMZ etc.) shall be 1G or 10G as needed
9. FC Ports for all servers connected to SAN will be 32Gbps
10. All servers shall have a minimum of 2 x 480GB Internal SSD for booting
11. All servers shall support Microsoft Windows Server, Red Hat Enterprise Linux (RHEL) SUSE Linux Enterprise Server (SLES) & VMware
12. Offered servers shall have cloud-enabled monitoring and analytics engines for proactive management. All required licenses for the same shall be included in the offer. Cloud Enabled Monitoring and analytics engine shall have capability to provide following:
 - a. Providing Firmware upgrade and patch upgrade recommendations proactively.
 - b. Providing power and support entitlement status.
 - c. Recommendations to eliminate performance bottlenecks and critical events, based on Analytics engine having capability of proactive recommendation for arresting the issues / problems.
 - d. Automatic creation of support cases
 - e. Detection of the Service Pack for Server and notifications for any hotfixes that may be available for the particular Configuration.
 - f. Customer advisories based on their relevance to server configuration.
 - g. Should have continuous, proactive health monitoring and recording of required system parameters as well as diagnostic telemetry data on a 24x7 basis.
 - h. Should have monitoring & analytics feature for the offered server/chassis along with its subcomponents to predict, prevent, and auto-resolve problems and by providing automating case creation and log file submission for the problems that can't be auto-resolved.

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13. Firmware Security – Server shall meet the below firmware security Standards:

- a. For firmware security, the system should support a remote management chip creating a fingerprint in the silicon, preventing servers from booting up unless the firmware matches the fingerprint. This feature should be immutable.
- b. Should maintain a repository for firmware and drivers recipes to aid rollback or patching of compromised firmware. Should also store Factory Recovery recipe preloaded to rollback to factory tested secured firmware
- c. **Server Configuration Lock** - Protecting Systems in Transit and when Deployed in remote Locations
- d. **One-Button Secure Erase** - Making server retirement and redeployment simpler.
- e. **Security Dashboard for Server** to detect possible security vulnerabilities.

14. System Remote Management – The servers shall have below minimum system management features.

- a. System remote management should support browser based graphical remote console along with Virtual Power button, remote boot using USB/CD/DVD Drive. It should be capable of offering upgrade of software and patches from a remote client using Media/image/folder; It should support server power capping and historical reporting and should have support for multi factor authentication
- b. Each Server should have dedicated remote management port
- c. The Remote management port should have storage space earmarked to be used as a repository for firmware, drivers and software components. The components can be organized in to install sets and can be used to rollback/patch faulty firmware
- d. Server should support agentless management using the out-of-band remote management port.
- e. Two factor Authentication and Local or Directory-based user accounts with Role based access control.
- f. Should support RESTful API integration.
- g. System should support embedded remote support to transmit hardware events directly to OEM or an authorized partner for automated phone home support.

C. Storage for the Private Cloud

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All NVMe storage with 100% data availability guarantee from the OEM, that will be installed in each datacenter with minimum installed capacity and the capacity shall be able to grow as per business growth through the process of change request. There will be a 3-Site deployment with DC, DR and Near DC sites. All the three storages shall be visible from a single cloud console and their provisioning and lifecycle operations as well as consumption analytics shall also be produced from the same console.

Below will be the minimum usable capacities at each datacenter.

- a. DC – 50TB
 - b. DR – 50TB
 - c. Near DC – 50TB
1. The offered storage shall be a scale-out array which can provide enterprise class resiliency & 100% data availability guaranteed architecture along with all NVMe controllers.
 2. 100% data availability guarantee shall be clearly mentioned on the vendor web site for the offered model. If vendors are not supporting the 100% data availability as per their website, then the vendor shall quote additional Controller and 10% additional capacity as cold spare along with an array for mitigating the failure situations.
 3. The storage array should support industry-leading Operating System platforms & clustering including *Windows Server 2019 / 2022, VMware ESXI 7/8*, Red hat enterprise Linux and SUSE Enterprise Server (SLES) etc.
 4. The offered storage array shall have capability for supporting Fibre Channel, NVMe-oF/FC, NVMe-oF/TCP and iSCSI front-end protocols for host connectivity.
 5. Offered Storage array shall be offered with at least dual controllers and shall be scalable to at-least 4 number of Controllers.
 6. The Offered Storage array shall be truly shared architecture so that each offered drive shall be physically visible and mapped across all 4 controllers.
 7. The offered Storage array should have at least 512GB memory across both controllers and shall be scalable to 1024 GB memory.
 8. After a complete power failure, the host acknowledged writes must be restored
 9. The offered storage shall be scalable to more than 2.8PB raw physical capacity using 15.36TB NVMe drives from day1

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10. The offered storage inter-controller communication and disk enclosures connectivity shall via RDMA over Converged Ethernet (RoCE) using appropriate switching. Vendor shall provide at-least 4 x 100 Gbps Ports or 50GB/sec bandwidth per controller for achieving the above functionality.
11. The offered Storage array shall be supplied minimum Capacity mentioned in BOQ using encrypted drives and shall be configured in Raid 6. The Vendor shall not use more than 10D+2P while sizing the array.
12. The offered Storage shall be able to protect against at-least 2 drives failure simultaneously within a given raid group.
13. Vendor shall offer only the encrypted drives with appropriate encryption licenses. Vendor shall not offer any controller based or Software based encryption.
14. The offered Storage array shall support external key managers . Vendor shall also offer an internal Key manager engine for key management.
15. The offered storage array shall be true Active-active so that every logical disk is striped across all offered drives, and all offered drives shall be able to contribute the IOs to all controllers simultaneously.
16. The offered Storage array shall be configured in a No Single Point of failure configuration including Array Controller cards, Cache memory, FAN, Power supply etc.
17. The offered storage controller shall be based upon PCI 4.0/PCI 3.0 technology and storage shall be offered with at least 32 number of CPU cores, scalable to 64 cores.
18. The offered Storage array shall have a minimum of 8 x 32 Gbps Fiber Channel ports, 8 x 10/25 Gbps IP ports for Fibre Channel, NVMe-oF/FC, NVMe-oF/TCP, iSCSI and remote replication.
19. All offered ports shall be 100% scalable by adding the required number of controllers, without adding the disk enclosures.
20. PCI 4.0 slot of the Fiber channel card shall have at-least 16 lanes so that each offered port can work at line speed. The Vendor offering a PCI 3.0 based system needs to provide twice the number of ports as asked to match PCI 4.0 performance.
21. For maximizing the overall performance and NVMe SSD endurance, the offered storage array shall support full RAID stripe write to backend disk drives for eliminating the white space issues of NVMe SSD drives. Vendor shall provide the documentary proof for the same.

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| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

22. The offered Storage array shall have native virtualization support so that volumes can be carved out from a logical space instead of dedicating separate physical disks for each application.
23. Storage system shall have distributed Global spare space. Global spare space shall be configured as per industry practice.
24. The offered storage array shall support inline data efficiency engine (Supporting Thin Zero detect and re-claim, Deduplication and Compression) and shall be enabled by default. The Vendor shall have flexibility to enable / disable the data efficiency engine at the time of Volume creation.
25. Storage subsystems shall be supplied with Thin Provisioning, Thin Reclaim, Snapshot, remote replication, Deduplication, Compression, Performance Monitoring, and Quality of service on day 1 for the supplied capacity of the array.
26. The offered Storage array should have a cloud native data console for managing an unlimited number of arrays. Cloud native console shall provide following functionalities:
 - i. Common Dashboard for all managing multiple arrays through a single cloud native data console.
 - ii. Main Dashboard shall provide the information of Total number of Arrays, Volumes, hosts, Capacity and performance information of top Arrays and Volumes.
 - iii. Common role-based access control for managing multiple arrays through a single data console instead of creating users and assigning roles individually at each array.
 - iv. Common Audit management for all arrays
 - v. Shall have capability for tagging the Storage volume to given host applications so that performance charts can be drawn for application instances for easy management and troubleshooting.
 - vi. The offered console shall advise about Placement of application on best fit system based on workload after application tagging.
 - vii. Shall be able to provide the context aware software updates on the storage array.
- b. Shall be able to offer storage management and configuration as a service instead of controlling, patching, and upgrading the management application by onsite team.
27. The Management application shall be truly cloud native so that there shall be no need to configure, upgrade, patching of management application during the life cycle of support contract and shall be offered as a service.

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| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

28. Vendor shall do comprehensive Cloud based assessment, at-least for VMware environment on a quarterly basis and shall factor the required services for it.
29. Assessment shall provide the detailed analysis of VMware Hosts – CPU & Memory utilization, Storage analysis and relevant findings of contention, Culprit and Victim VMs in the environment attached to offered storage. Offered assessment shall do complete analysis of Hypervisor licensing as well.
30. The offered storage shall have cloud enabled monitoring, AI support and analytics engine for proactive Storage management and risk mitigation. All required licenses for the same shall be included in the offer.
31. Cloud Enabled Monitoring and analytics engine shall have capability to provide following:
 - a. Providing Firmware update path, previous version, readiness check before applying the update to production environment and severity level for required firmware update.
 - b. The dashboard shall clearly highlight whether there is any issue with the array and shall provide the detailed information about the issue.
 - c. Providing granular near real time performance analysis, at-least at an interval of 5 minutes. It shall allow the creation of custom reports in csv and PDF format without the need for enabling extra logging, installing any appliances (physical or virtual), or installing any software.
 - d. Providing overall headroom utilization of the array while combining and analyzing various parameters like IOPS, MB/sec, Block size etc.
 - e. Headroom utilization shall clearly provide the breakup of headroom consumed by the Volumes or tagged application at storage array
 - f. Providing the status of at-least top 5 volumes where latency is extremely high. It shall also provide shading functionality so that more severe hotspots can be easily identified.
32. Cloud enabled Advance Analytics engine shall have capability to provide following:
 - a. Analytics engine shall have in-built anomaly detection for a given storage volume so that it can provide the variance insight of high LUN latency / response time.

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| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

- b. Analytics engine shall clearly mark all those anomaly detection points on the given LUN / Volume latency graph and shall be applicable for both read and write operations.
 - c. Anomaly detection shall also be applicable for a given storage volume throughput so that drift of workload can be easily identified from the usual read and write pattern.
 - d. Sustainability metrics reports including carbon utilization emissions and energy consumption.
33. The offered Storage array shall be integrated with Red-hat OpenShift, Kubernetes and other industry K8 based container platforms through CSI driver set. Vendor shall support at-least following functionalities through their CSI / CSP integration:
- a. Shall support both Static and Dynamic provisioning
 - b. Shall be able to expand, re-size the persistent volumes given to stateful set applications.
 - c. Shall be able to create and delete the snapshots.
 - d. Shall support CSI Raw block volume as well as CSI Volume cloning.
 - e. Support for both Fiber channel as well as ISCSI.
34. The offered storage array shall support quality of service for critical applications so that appropriate and required response time can be defined for application logical units at storage. It shall be possible to define different service / response time for different application logical units.
35. Quality of service engine shall allow defining minimum and maximum cap for required IOPS / bandwidth for a given logical unit of application running at storage array.
36. It shall be possible to change the quality-of-service Response time (In both milliseconds as well as Sub-milliseconds), IOPS, bandwidth specification at real time.
37. The storage array should have support for controller-based snapshots (At-least 1024 copies for a given volume).
38. For Ransomware protection, The system must provide the capability to create immutable, read-only snapshots, that cannot be modified.
39. The system shall provide the capability to create compliant, read-only snapshots, which makes it impossible to modify or delete the snapshot and its base volume by the user, a system administrator, and the manufacturer.
40. The protection period of the above snapshots must be individually configurable between 1 minute and several years. Changing the system clock must not allow the tampering of protection.

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| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

41. The offered Storage array shall support more than 16000 base volumes on the storage array without snapshot and clone.
42. The offered storage shall support non-disruptive online firmware upgrade for both Controllers and disk drives.
43. The offered storage system shall also be provided with VMware vCenter integration pack so that following day to day operations can be performed directly from the vCenter itself:
 - a. Adding, deleting, expanding the datastore
 - b. Scheduling and restoring datastore and VM snapshot.
 - c. Mounting and applying QOS policy to datastore.
 - d. Creation of VMs.
 - e. RDM migration from VMFS to VVOL
 - f. A common dashboard for providing the number of Storage subsystems, Volumes, Datastore, Virtual Machines, host and Clusters.
 - g. Dashboard shall also provide IOPS, Latency and bandwidth information for Storage subsystem as well as Volumes.
 - h. Dashboard shall also provide top 5 issues which are most recent and based upon the severity of the issue.
44. The storage array should support hardware-based data replication at the array controller level across all models of the offered family.
45. The offered storage subsystem shall support incremental replication after resumption from Link Failure situation or during failback operations.
46. The offered Storage array shall have capability to provide true Active / Active Replication and Stretch clustering at metro distances for Zero RPO and RTO so that a given volume pair between primary and DR location can have concurrent access to both read and write operations simultaneously.
47. Active / Active replication shall be supported for all well-known OS like VMware, RedHat, Windows etc.
48. The offered storage array shall have capability to create the application consistency group for replication operations. Shall have flexibility to have more than 128 volumes per consistency group.
49. The offered storage array shall be true multi-tenant and shall support at-least 32 Tenant per storage array. Every tenant shall be treated as a separate logical storage array with its own user control access.

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| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

D. SAN Switches

1. Minimum Dual SAN switches shall be configured where each SAN switch shall be configured with minimum 48 no. of ports needed for the solution
2. Should deliver 32Gbit/Sec Non-blocking architecture with 1:1 performance for up to 48 ports in an energy-efficient
3. Should protect existing device investments with auto-sensing 8, 16, and 32 Gbit/sec capabilities.
4. The switch shall support different port types such as E_Port, D_Port, AE_Port, F_Port & EX_Port

E. Disk Based Backup for the Private Cloud

1. Offered Disk to disk backup device shall be Modular design to allow configuration, add capacity increase performance.
2. Offered appliance, shall be certified to work with at-least 3 Backup application vendor ISV like Veeam, Commvault etc.
3. Offered device shall be offered with Minimum of 192TB of raw space scalable to more than 700TB
4. Offered device shall also be scalable to at-least 550TB usable in native mode (Without deduplication and compression)
5. The Vendor shall not use any additional staging device in-between while moving the data from Disk based backup device to public cloud or object storage.
6. Offered device, shall have separate dedicated drives for the Operating System of appliance and shall not participate in data backup.
7. Vendor shall configure at-least 20TB space on SSD for data caching operation. This space shall be additional to the above raw capacity asked in the RFP.
8. The Offered device shall be protected with hardware raid 6 from the factory so that no raid configuration is required in the field for data drives.
9. Offered device shall support emulation of both VTL and NAS targets like NFS and CIFS.
10. Offered device, shall have the capability to do complete copy of data sets from on premise disk backup storage to Cloud storage instead of data tiering.
11. The Offered device shall have the ability to configure at-least a combination of 128 tape Libraries & NAS targets along with 1,000,000 or more Cartridge slots in the single appliance.

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| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

12. Offered device shall have the capability to deliver selective restore from the disk Library itself.
13. The offered device shall have integrated deduplication license, low bandwidth replication license so that only unique non duplicated block transfers to remote / DR location.
14. The Offered device shall have intelligence to understand both source based, and target based deduplication and shall be integrated with all well-known backup ISVs. At-least 3 ISVs shall be supported.
15. The Offered device shall support receiving non duplicated data from remote locations or branch offices directly from the application servers / Client servers in low bandwidth mode without using any backup or replication-based device at remote location / Branch office.
16. The Offered device shall have Minimum of 4 x 10/25 Gbps SFP IP ports & 4 x 32 Gbps ports. License and SFP for all ports shall be offered and configured.
17. The Offered device Fiber channel ports shall support connectivity of servers either directly or via SAN switches while supporting the both source and Target based deduplication.
18. The Offered disk based backup device, shall also support encryption functionality.
19. The offered disk-based backup device shall also support dual authorization for preventing disruptive operations so that hackers shall not be able to execute or complete all critical operations like deletion of backup store, changing system time etc.
20. Dual authorization shall be approved by two separate accounts or entities instead of a single responsible account / entity so that all malicious actions such as ransomware attacks can be effectively prevented.
21. Dual authorization shall be independent of Backup ISV being used in the environment.
22. The offered disk-based backup device shall also support Secure erase feature for protecting against unauthorized recovery of deleted data.
23. The Offered disk-based backup appliance shall support VLAN tagging. The offered IP ports of the same type shall also support Port bonding in Adaptive Load balancing as well as in Active-backup mode.
24. Offered device shall support rated write performance of at-least 60TB per hour.

F. Tape Backup Subsystem

1. Offered Tape Library shall support Native data capacity of 11PB (uncompressed) using LTO-9 Technology.

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2. Tape Library shall provide web based remote monitoring capability.
3. The Tape Library unit shall be configured with 3 x FC LTO Gen-9 Tape Drives.
4. Tape Library shall be scalable to 48 x FC LTO-9 drives within the same frame.
5. Offered tape library shall be offered with minimum of 40 Cartridge slots and barcode reader and shall be scalable to 640 slots.
6. The Offered LTO-9 drive in the library shall conform to the Data rate matching technique for higher reliability.
7. The Offered LTO-9 drive in the library shall offer optional WORM support and embedded AES 256-bit encryption.
8. Offered tape Library shall have partitioning support and shall have flexibility to have separate partitions for each offered drive. Overall vendor shall support more than 20 partitions when fully scalable. Vendor shall offer the required license for partition.
9. Tape Library shall provide native Fiber connectivity to SAN Environment.
10. For optimal Performance. Tape Library shall provide native 8Gbps FC interface connectivity to SAN switches.
11. The tape library shall support a removable magazine and mail slot.
12. Tape Library shall be offered with at-least 5 mail slots within the offered 40 Cartridge slots.
13. Every additional 40 Cartridge slots shall provide the flexibility to use 5 slots as mail slots.
14. Tape Library shall have GUI Front panel.
15. The Tape Library shall have redundant power supply.
16. The offered tape Library shall support both data and control path failover for the offered drives.
17. Offered Software shall also have the capability to determine when to retire the tape cartridges and what compression ratio is being achieved.
18. Library shall be offered with 20 x LTO9 Barcoded media and 3 x Cleaning Media

G. Backup software for the hybrid cloud

1. The proposed Backup software must offer instance based/ capacity-based licenses with no restrictions on type of arrays (protecting heterogeneous storage technologies). Licenses and associated hardware should be supplied for both primary and DR sites.
2. The proposed solution should support 24x7 real-time monitoring, with at-a-glance and drill-down views of health, performance and workload of the hosts.

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3. The proposed solution should support automated action for popular alarms (automated or semi-automated), with at-a-glance and drill-down views of health, performance and workload of the hosts.
4. Backup software should be Hardware Agnostic software and it should support snapshot integration with hypervisors like VMware, Hyper-V, Nutanix AHV and RHEV and support de-duplication on any storage target. It should be able to backup data to tapes (like LTO) as well for long term retention.
5. Backup software should support file level recovery from any backup of any VM or physical server. It should support a full system recovery in case of a system crash, either on a physical system or virtual machine or as a Cloud Instance (AWS, Azure or Google)
6. Backup software should support instant database recoveries of MS SQL and Oracle from the backup files.

H. VM Replication, Continuous Data Protection, DR Automation and Ransomware Protection tool

1. Offered software shall be based upon the foundation of **Continuous Data Protection** while supporting both local and remote data Protection.
2. Offered software shall support both Backup and disaster recovery capabilities at on premise, at on premise DR location and Public cloud like Azure and AWS.
3. Offered software shall be IT Resilience Orchestration and Automation software and shall be able to provide SLA reports and RPO monitoring at all times.
4. Offered software shall provide automated failover and failback after initiating the DR execution as per defined policies.
5. Offered software shall be able to generate automated alerts if RPO level increases beyond the prescribed limit.
6. Offered software shall provide a critical tool for ransomware resilience - real-time encryption anomaly detection.
7. Ransomware Encryption detection shall be native within the software without bringing any additional add-on tool.
8. Offered software licensing shall be based upon the number of protected VMs . Vendor shall provide the license for 100 Protected VMs.
9. Vendor shall provide the license for all mentioned functionalities (Both Primary and DR) in the RFP document.
10. Offered Software shall be supported on following platform:
 - a) VMware Virtualization - vSphere.
 - b) AWS Cloud

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c) Azure Cloud

11. Offered Software shall have in-built native capability of Always on Replication instead of using Snapshot / Clone technology for both local as well as DR data protection.
12. Offered software shall have flexibility for delivering less than 10 second RPO for both Local data Protection as well as remote data Protection after excluding the link latency.
13. Offered software shall be able to create thousands of checkpoints, separated out by less than 10 seconds, for minimal RPO and RTO using Journal based or equivalent technology
14. Offered software shall be true storage agnostic so that Primary copy and Backup / DR protection can be on heterogeneous storage.
15. Offered Software shall have capability for creating Application consistent group for multi-VM application for data consistency during backup and recovery.
16. Offered software shall also support WAN optimization technologies like compression when protecting the information at DR location.
17. Proposed Software shall have capability for doing Failover from Primary location to DR location in automated mode so that there shall no need to create the VM manually at DR location
18. Proposed software shall have capability for selecting the restore point or check-point, as per organization requirement, while doing the failover from Primary location to DR location.
19. Proposed Solution shall have capability for doing DR Drill (Test Failover) from Primary location to DR location in automated mode so that there shall no need to create the VM manually at DR location
20. Shall have capability for selecting the boot order of VM at DR location during test failover process for minimizing the overall RTO
21. Offered software shall have a strong mechanism for ransomware protection and shall be achieved with minimum RPO.
22. Offered software shall have capability for creating the checkpoint at every 5 second of data protection so that customer can select the required checkpoint while restoring the files during the ransomware attack and can achieve lowest RPO.
23. For the ultimate last line of defense against ransomware, Offered software shall have capability to support Cyber Resilience Vault for providing isolation, air-gapping, immutability in a zero-trust architecture.

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24. Offered software shall have GUI based management which shall show critical parameters of Average RPO for the complete site, Number of VMs being protected, Number of Application consistency groups along with their status and health, Site topology, IOPS, WAN traffic, Compression, events and running tasks etc.

I. Object Storage Specification

1. The object storage shall have Enterprise class S3 API with granular scaling.
2. The object storage shall be supplied with minimum 100TB capacity and shall scale beyond 300TB
3. The proposed object storage shall have high level of data durability and shall have a dual-erasure coding schema that will operates both across the cluster fabric and simultaneously within each server node
4. The offered object storage underlying server hardware shall be purpose built for large data solutions.
5. The object storage server shall be supplied with dual fourth generation Intel Xeon CPUs
6. The object storage server shall have dense form factor and shall support up to 24 Large form factor disks, disks shall be all hot-pluggable
7. There shall be separate RAID controllers for Boot and Data storage. Boot drives shall be in RAID-1
8. The RAID controller for data storage shall have 8GB Cache and minimum 32 Lanes
9. The object storage server shall support RAID 0,1,5,6, 10, 50, 60, Raid 1 with triple copy and Raid 10 with Triple copy
10. The object storage server shall be configured with minimum 4 x 1G NICL and 4 x 10/25G NICL ports, the later with SFP28 transceivers
11. The object storage server should support Encryption of the data (Data at rest) for internal storage using controller-based encryption. Any licenses required for it shall be provided.

J. Tor Switch Specification

1. Physical Characteristics and Port Requirements

- The switch should be 1U 19" Rack Mountable
- The switch should have dual, redundant, field-replaceable, hot-swappable power supplies and field-replaceable, hot-swappable fans with front-to-back airflow

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- The switch should have 48 ports of 10GbE/25GbE (SFP+/SFP28). Cables/Transceivers shall be populated as per the design
- The switch should have 6 ports of 40GbE/100GbE (QSFP+/QSFP28). Cables/Transceivers shall be populated as per the design
- The switch should have RJ-45 serial or USB-C console port, RJ-45 Ethernet Management port and USB Interface
- The switch should be based on programmable ASICs purpose-built to allow for a tighter integration of switch hardware and software to optimize performance and capacity
- Switch should have integrated trusted platform module (TPM) or equivalent for platform integrity to ensure the boot process is from trusted source

2. Performance Requirements

- The switch should have multi-ToR CPU/processor
- The proposed switch should have minimum 16GB DRAM, 32GB Flash Memory and 32MB Packet buffer memory
- The proposed switch should have minimum 3.6 Tbps switching capacity
- The switch should support switch virtualization feature for combining dual switches into single logical unit with active-active control planes and providing Multi-chassis Link aggregation (MC-LAG) for uplink/downlink connectivity
- The switch ports should support Jumbo frames with maximum frame size of 9K bytes
- The switch should have minimum 200K MAC Address Table size
- The switch should support minimum 150K IPv4 routes, 150K IPv6 Routes and 4K IPv4/IPv6 Multicast Routes
- The switch should support minimum 32K IPv4 ACLs and 16K IPv6 ACLs

3. Operating System Capabilities

- The switch should have modular operating system with micro-services or equivalent architecture providing superior fault tolerance and high availability
- The switch operating system should be database-driven where software processes communicate with the database rather than each other, ensuring near real-time state and resiliency
- The switch operating system should provide easy access to all network configuration state information
- The switch OS should support programmability through REST APIs, Python scripting or equivalent

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- All the features mentioned in the specifications shall be enabled/activated. Any licenses required shall be included from Day 1
- 4. Layer-2, QoS and Security Features**
 - The switch should support Spanning Tree Protocol (STP/RSTP/MSTP) and Ethernet Ring Protection Switching (ERPS) for rapid protection and recovery
 - The switch should support Link Aggregation Control Protocol (LACP)
 - The switch should support IEEE 802.1Q VLANs (4000 VLANs)
 - The switch should support Private VLAN for traffic isolation for users on the same VLAN
 - The switch should provide storm protection to limit unknown broadcast, multicast, or unicast storms with user-defined thresholds
 - The switch should support Data Center Bridging (DCB) capability supporting Priority Flow Control (PFC), Enhanced Transmission Service (ETS) and DCB Exchange Protocol (DCBX)
 - The switch should support Strict priority (SP) queuing, Explicit Congestion Notification (ECN) or equivalent for congestion avoidance and Access control lists (ACLs) for both IPv4 and IPv6 traffic
 - The switch should support Internet Group Management Protocol (IGMPv1, v2, and v3) and Multicast Listener Discovery (MLDv1 and v2)
 - The switch should support VXLAN to connect two or more VXLAN tunnel endpoints (VTEP)
- 5. Layer-3 Routing and Services Features**
 - The switch should support IPv4 and IPv6 Static Routing
 - The switch should support Open shortest path first (OSPF) for IPv4 and IPv6
 - The switch should support Border Gateway Protocol 4 (BGP) for IPv4 and IPv6
 - The switch should support Policy Based Routing (PBR)
 - The switch should support Multicast Routing using PIM-SM/SSM and Multicast Service Delivery Protocol (MSDP)
 - The switch should support dynamic VXLAN with BGP-EVPN supporting Multicast and IPv6 over VXLAN/EVPN Overlay
 - The switch should support DHCP Server providing DHCP services (for IPv4 and IPv6)
 - The switch should support Equal-Cost Multipath (ECMP), Generic Routing Encapsulation (GRE), VRF
- 6. Management Features**
 - The switch should support SNMP and Remote monitoring (RMON)

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- The switch should support sFlow or equivalent for traffic analysis
- The switch should provide advanced telemetry and automation features for monitoring, troubleshooting and improving network operations
- The switch should support RADIUS and TACACS+ for securing administrative access
- The switch should have Command Line Interface (CLI) with a hierarchical structure and SSH, Secure FTP/TFTP support
- The switch should support Precision Time Protocol (PTP)
- The switch should support Port mirroring
- The switch should be manageable from On-premises based NMS solution offered

7. Certifications and Industry Recognition

- The Switch series/Switch OS should be Common Criteria Certified (EAL or NDPP)
- The switch should have RoHS compliance
- The switch should have safety/emissions certifications including UL/CUL 69050, EN 55024, VCCI Class A

K. API Security with API Gateway and Reverse Proxy

1. The solution should be a software based solution which can be installed on bare metal or on VM and should be capable of Managing API platforms from the central window. The proposed API Gateway and Security solution should have provision to integrate with existing F5 WAF/LBR at NIC environment for ease of manageability from SaaS platform
2. The solution must have the same signature set as the existing F5 WAF appliances to minimize the false positive and fine tunings. It should not be consumed from Mod Security and should have its own WAF engine. The solution should have common threat feeds coming for API security and the existing F5 WAF solution to ensure holistic approach towards Application security.
3. The solution should have a completely separate control plane and data plane. In the proposed architecture if any control plane component or data plane components goes down API traffic should flow without any interruption.
4. The data plane architecture should deliver minimum but not limited to following functions:

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- API Traffic routing
 - API end-points load balancing
 - Application security and API Security
 - Integration with a third party solution if required.
5. The solution must be able to protect both HTTP Web Applications and SSL (HTTPS) web applications. It should have support for ECC keys along with RSA keys. API Security solution must be able to decrypt SSL web traffic through ECC and RSA protocol both. The solution must support TLSv1.2 and TLSv1.3."
 6. The solution should not have bandwidth and throughput Limitation for both Load Balancing and API Security , The proposed API Security should provide Sensitive Data Leakage protection (Aadhar Card, Debit/Credit CardData, PII, HPI) using response scrub. Solution should have both - Bot Signatures and Header Anomalies, each of which can be disabled separately. Solution should performs additional checks of the trusted bot's authenticity
 7. The solution architecture should not drop API calls in case the license limit is crossed.
 8. The solution should be Docker compatible and support microservices architecture Load Balancing,
 9. Alert and Reporting Capabilities: The solution must have an integrated dashboard containing various features of alert and report generation with customization capability. It should have dedicated management and should also have the provision to manage it via SaaS for both existing F5 WAF solution and the proposed API Security solution for ease of management.
 10. The OEM must have API security solution availability in the form of Hardware, VM, Container and SaaS.
 11. The reverse proxy should be a software based solution which can be installed on bare metal or on VM and should be capable of Managing reverse proxy platforms from the central window. The proposed reverse proxy solution should have provision to integrate with the existing F5 WAF/LB at NIC environment for ease of manageability from SaaS platform
 12. The reverse Proxy solution must be capable to handle the followings features to redirect the loads to the backend server
 - Host Routing
 - Path Routing
 - Header Routing
 - Query string Routing

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- Method Routing
- Rate Limiting (L7)
- Allow List/Block List
- Request Transformation/Rewrites
- Response Transformation/Rewrites
- CORS
- URI-based blocking
- Request Schema Validation
- Caching
- Header Validation
- Health checks – Passive
- Health checks – Active
- Circuit Breaker
- Dynamic Upstream (Failover)
- Fault Injection

13. The reverse proxy solution must be able to be utilized as Web Server, Appserver/Reverse Proxy/Ingress Controller and API gateway without any additional license. The solution should have availability as Ingress controller in platform like RedHat/VMware etc. and it should be agile to work at any environment without having any bandwidth/throughput/connection limitations

14. The reverse proxy solution should have a dedicated management plane & data plane. The solution should deliver minimum but not limited to following functions:

- Retries
- Rate Limiting (L4)
- Timeouts
- Concurrency Limiting
- GraphQL Rate Limiting

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- GraphQL Object Quota
 - Payload Size Check"
15. Alert and Reporting Capabilities: The solution must have an integrated dashboard containing various features of alert and report generation with customization capability. IT should also have dedicated management to manage the deployments also should have provision to manage it via SaaS for both existing deployed LB and proposed reverse proxy solution
16. The solution must be able to support all the authentication and authorization methods defined below to support the modern and legacy application requirement of AAA.
- Basic Auth
 - External Auth
 - Client Cert (MTLS)
 - Oauth
 - OpenID Connect
 - JWT
 - LDAP
 - HMAC
 - Dynamic Loading MTLS Certs
 - Key Auth
17. The solution must be able to protect both HTTP Web Applications and SSL (HTTPS) web applications. It should have support for ECC keys along with RSA keys. The solution must be able to decrypt SSL web traffic through ECC and RSA protocol both. The solution must support TLSv1.2 and TLSv1.3. The proposed solution should have community edition (OSS) version to support the testing of the product and paid version with subscription license model only with 24*7 support coverage. The Support center must have India based numbers published in their global site.
18. The OEM must have reverse proxy solution availability in the form of Hardware, VM, Container and SaaS.

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L. Kubernetes Orchestration Platform with AI & ML Ops

1. An open, end-to-end platform that accelerates development and deployment of analytics and AI/ML applications across hybrid environments.
2. The platform should help personas (ML Engineers, Data Engineers & Data Scientists) to build, develop, deploy, and monitor apps/models from a single solution, using a managed ecosystem of popular open-source tools and frameworks.
3. Kubernetes-based development environments should provide a common codebase for multiple personas to collaborate, increase reproducibility of models, and reduce the risk of errors.
4. Should offer an extensive platform for analytics, AI, and ML with a managed ecosystem, having connectors to popular external data sources and shall be able to integrate custom and third-party apps.
5. In-built monitoring for data and performance drift for structured and unstructured data to detect degradation, model performance and validate quality of data inputs and pipelines
6. Must support GPU acceleration for faster innovation.
7. Should be deployable on bare metal, VM, AWS, Azure, and GCP An open, end-to-end platform that accelerates development and deployment of analytics and AI/ML applications across hybrid environments.
8. The platform should help personas (ML Engineers, Data Engineers & Data Scientists) to build, develop, deploy, and monitor apps/models from a single solution, using a managed ecosystem of popular open-source tools and frameworks.
9. The open and extensible platform should come with connectors to popular business and analytic data sources, such as Snowflake, Apache Iceberg, MySQL, Delta Lake, Teradata as well as common structured (Oracle®) and unstructured data sources such as Amazon Simple Storage Service (Amazon S3), MinIO, HPE Ezmeral Data Fabric. An intuitive wizard guides users through a four-step process to import and configure Helm-based third-party and custom applications into the platform.
10. Kubernetes-based development environments should provide a common codebase for multiple personas to collaborate, increase reproducibility of models, and reduce the risk of errors.
11. The platform shall have preconfigured data connections into JupyterLab, for faster development

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12. In-built monitoring for data and performance drift for structured and unstructured data to detect degradation, model performance and validate quality of data inputs and pipelines
13. Must support GPU acceleration for faster innovation
14. Should be deployable on bare metal, VM, AWS, Azure, and GCP
15. Shall be configured with minimum 96 Cores.

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BOQ - A: DC

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MTFS&C: Unpriced Bill of Quantity/Bill of Materials (BoQ/BoM)												Compliance (Yes/No)
Minimum Technical, Functional Specification and Compliance (MTFS&C) - BoQ-A: DC												
BoQ DC		Y1		Y2		Y3		Y4		Y5		
Item	UoM	Min Commit	Requested Capacity	Min Commit	Requested Capacity	Min Commit	Requested Capacity	Min Commit	Requested Capacity	Min Commit	Requested Capacity	
Server (64C 512GB)	Per Server	6	8	10	13	12	15	14	18	14	18	
Block Storage/SAN Storage	Per GiB	50000	62500	60000	75000	70000	87500	80000	100000	80000	100000	
Disk Backup System	Per GB	150000	187500	200000	250000	250000	312500	300000	375000	300000	375000	
Management Server (32C 256GB)	Fixed Price	1	1	1	1	1	1	1	1	1	1	
Backup Server (32C 128GB) (with Windows/ Linux Licenses)	Fixed Price	2	2	2	2	2	2	2	2	2	2	
SAN Switch (48 Port 32Gbps)	Fixed Price	2	2	2	2	2	2	2	2	2	2	
ToR Switch (48 Port 25 Gbps)	Fixed Price	4	4	4	4	4	4	4	4	4	4	
Tape Library	3 Drive + 40 Slots	1	1	2	2	3	3	4	4	4	4	
Backup Software	Per 10 Instance	5	6	6	8	8	10	10	12	10	12	
API Gateway and Security	2	2		2		2		2		2		
Reverse Proxy – Nginx	2	2		2		2		2		2		
Rack	Fixed Price	2	2	2	2	3	3	3	3	3	3	
Resident Engineer	Fixed Price	2	2	2	2	2	2	2	2	2	2	

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Growth of the proposed line items extends until the completion of 4th year.

Metering for Block Storage will be on usable capacity(GiB) while for disk backup system the metering will be on raw capacity(GB)

Tape Library- Augmented capacity for the above table is 3 drive + 40 Slots as a block

BOQ - B : DR

<u>MTFS&C: Unpriced Bill of Quantity/Bill of Materials (BoQ/BoM)</u>												Compliance (Yes/No)
Minimum Technical, Functional Specification and Compliance (MTFS&C) - BoQ-B: DR												
		Y1		Y2		Y3		Y4		Y5		
Item	UoM	Min Commit	Requested Capacity	Min Commit	Requested Capacity	Min Commit	Requested Capacity	Min Commit	Requested Capacity	Min Commit	Requested Capacity	
Server (64C 512GB)	Per Server	4	5	5	6	6	8	7	9	7	9	
Block Storage/SAN Storage	Per GiB	50000	62500	60000	75000	70000	87500	80000	100000	80000	100000	
Disk Backup System	Per GB	150000	187500	200000	250000	250000	312500	300000	375000	300000	375000	
Backup Server (32C 128GB) (with Windows/ Linux Licenses)	Fixed Price	1	1	1	1	1	1	1	1	1	1	
Backup Software	Per 10 Instance	2	3	4	5	6	7	7	9	7	9	
Management Server (32C 256GB)	Fixed Price	1	1	1	1	1	1	1	1	1	1	
SAN Switch (48 Port 32Gbps)	Fixed Price	2	2	2	2	2	2	2	2	2	2	

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ToR Switch (48 Port 25 Gbps)	Fixed Price	4	4	4	4	4	4	4	4	4	4	
Tape Library	3 Drive + 40 Slots	1	1	2	2	3	3	4	4	4	4	
API Gateway and Security	2+2	2		2		2		2		2		
Reverse Proxy - Nginx	2+2	2		2		2		2		2		
Rack	Fixed Price	2	2	2	2	3	3	3	3	3	3	

Growth of the proposed line items extends until the completion of 4th year.

Metering for Block Storage will be on usable capacity(GiB) while for disk backup system the metering will be on raw capacity(GB)

Tape Library- Augmented capacity for the above table is 3 drive + 40 Slots as a block

Compliance (Yes/No)											
MTFS&C: Unpriced Bill of Quantity/Bill of Materials (BoQ/BoM)											
Minimum Technical, Functional Specification and Compliance (MTFS&C) - BoQ-A: Near DC											
BoQ Near DC		Y1		Y2		Y3		Y4		Y5	
Item	UoM	Min Commit	Requested Capacity	Min Commit	Requested Capacity	Min Commit	Requested Capacity	Min Commit	Requested Capacity	Min Commit	Requested Capacity
Block Storage/SAN Storage	Per GiB	50000	62500	60000	75000	70000	87500	80000	100000	80000	100000
Management Server (32C 256GB)	Fixed Price	1	1	1	1	1	1	1	1	1	1

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BoQ - C: Optional - 1

MTFS&C: Unpriced Bill of Quantity/Bill of Materials (BoQ/BoM) Minimum Technical, Functional Specification and Compliance (MTFS&C) - BoQ-C: Optional							Compliance (Yes/No)
		Y1	Y2	Y3	Y4	Y5	
Item	UoM	Min Commit	Min Commit	Min Commit	Min Commit	Min Commit	
Object Storage	Raw TB	100	100	100	100	100	
Self Services Multi-Cloud Orchestration Platform (Software License)	Per Instance	150	150	150	150	150	
Kubernetes Platform including AIML Ops Core based Licensing	Per vCPU	128	128	128	128	128	
VMWare	Per Core	730	730	730	730	730	
OS RHEL VDC Unlim VM Premium 5 years	Nos.	10	10	10	10	10	
OS RHEL 2Proc 2 Guest Premium 5 Year	Nos.	2	2	2	2	2	
OS Windows2022 DC Edition 16 C	Nos.	16	16	16	16	16	
Replication & Ransomware	Per 10 Instance	10	11	12	13	13	
Openshift Kubernetes Engine	Nos	10	15	18	21	21	

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BoQ - D: Optional - 2

MTFS&C: Unpriced Bill of Quantity/Bill of Materials (BoQ/BoM)

Minimum Technical, Functional Specification and Compliance (MTFS&C) - BoQ-B: Cloud Solution for 5 years

Serial No.	Item Description	Quantity	Compliance (Yes/No)
1	RHEL VM Based – Premium - (Instance Based Licensing) - (Each Qty entitles NICL to deploy 2 RHEL VMs) - (per Instance based Cost to be quoted by the bidder)	10	
2	RHEL VM Based – Standard -(Instance Based Licensing) (Each Qty entitles NICL to deploy 2 RHEL VMs) - (per Instance based Cost to be quoted by the bidder)	10	
3	RHEL Virtual DC – Premium - (Socket Pair Licensing) - (Each Qty entitles NICL to run unlimited RHEL VMs on the 2 CPU based server) - (per Socket Pair based Cost to be quoted by the bidder)	10	
4	RHEL Ansible Automation Platform - Standard	10	
5	RHEL Ansible Automation Platform – Premium	10	
6	Chef Automation – Enterprise	10	
7	Puppet Automation – Enterprise	1	

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8	Terraform Enterprise license	1	
9	Kubernetes platform including AIML OPS capabilities core based licensing with lifecycle support	10	
1 2	VMWare Tanzu – Basic	10	
1 3	VMware Tanzu – Standard	10	
1 4	VMWare Tanzu – Advanced	10	
1 5	Docker Business licenses	10	
1 6	MariaDB - Enterprise edition	10	
1 7	MariaDB – Cloud	10	
1 8	NoSQL Multi-model Database enterprise version with OEM lifecycle support	10	
1	Grafana Advanced Enterprise Bundle	1	

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9			
20	Elastic Stack – Enterprise	1	
21	Atlassian Jira – Enterprise	1	
22	Redis Enterprise (Shard based Licensing) (Shard based cost to be quoted by the bidder)	1	
23	Gitlab Premium (User based Licensing) (User based cost to be quoted by the bidder)	1	
24	SonarCube Enterprise (Per instance cost to be quoted by the Bidder)	1	
25	CIS Configuration Assessment Tool - Pro (CIS-CAT Pro for evaluating configuration settings vis-a-vis CIS benchmarks)	1	
26	Backup and recovery as a service (Per 10 VM)		
27	DR as a Service (per 10 VM)		
2	OPS Monitoring tool with hybrid observability and AIOPS		

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8			
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BoQ - E: Optional - 3

Sl. No.	6 x 24 port Fiber Switch - Minimum Technical Requirements Bidder to mention OEM Make and Model:	Compliance (Yes/No)
1	General Features	
2	The switch should have minimum of 24 x 1G/10G/25G SFP28 Fiber Ports & 2 x 40G/100G Fiber uplink ports populated with 6 x 10G SR optiocs and 4 x 25G SR optics from day1	
3	Performance and Scalability	
4	The switch should support switching bandwidth up to 2 Tbps and Forwarding Rate up to 1.4 Bpps	
5	The switch should have 16 GB of DRAM and 16GB of Flash memory to store image and logs	
6	The switch should support 4k VLAN IDs and 1k SVI	
7	The switch should support Jumbo frames of 9k bytes	
8	The switch should support 32000 Unicast MAC addresses	

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9	Switch should have dedicated stacking ports other than user and uplink ports	
10	Switch should have atleast 1 Tbps stacking performance and support 8 members in stack	
11	The switch should have built-in redundant power supplies from day 1	
12	The Switch should be 1RU and Switch should be provided with AC power supply and india power cords	
13	Layer-2 Features	
14	The switch should support IEEE 802.1D Spanning Tree Protocol, IEEE 802.1p, IEEE 802.1s Multiple Spanning Tree (MSTP), IEEE 802.1w Rapid Spanning Tree (RSTP), IEEE 802.1x, IEEE 802.1ab (LLDP), IEEE 802.3ad Link Aggregation Control Protocol (LACP)	
15	The switch should support Automatic Negotiation of Trunking Protocol, to help minimize the configuration & errors	
16	The switch should support IEEE 802.1Q VLAN encapsulation, Unidirectional Link Detection Protocol (UDLD)	
17	The switch should support Spanning-tree PortFast and PortFast guard for fast convergence, UplinkFast & BackboneFast, Spanning-tree root guard	
18	The switch should support Voice VLAN to simplify IP telephony installations by keeping voice traffic on a separate VLAN and Auto-negotiation on all ports to automatically selects half- or full-duplex mode	
19	The switch should support Automatic media-dependent interface crossover (MDIX) to automatically adjusts transmit and receive pairs if an incorrect cable type (crossover or straight-through) is installed.	
20	The switch should support IGMP v1, v2 Snooping	
21	Layer-3 Features	
22	Switch should support min. 32000 IPv4 routes	
23	The Switch should support routing protocols like - Layer 2, RIP, OSPF, PBR, PIM Stub, PVLAN, VRRP, PBR, QoS, FHS, 802.1X, MACsec-128, CoPP, IP SLA Responder, SSO from day1	
24	The Switch should support IPv6 Routing capable protocols such as OSPFv3 in hardware.	
25	The Switch should support SPAN, RSPAN	

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26	The Switch should support basic IP Unicast routing protocols (static, RIPv1 & RIPv2), BGP, EIGRP/OSPF, HSRP/VRRP, IS-IS, BSR, MSDP, PIM-BIDIR, IP SLA, VRF, VXLAN, LISP, MPLS, mVPN, Nonstop Forwarding (NSF), Graceful Insertion and Removal (GIR), AVB, PTP, CoAP, MACsec-256 from day1	
27	The Switch should support NETCONF, RESTCONF, gRPC, YANG, PnP Agent, ZTP/Open PnP, GuestShell (On-Box Python)	
28	Network security features	
29	The switch should support IEEE 802.1x providing user authentication, authorization and CoA.	
30	The switch should support SSHv2 and SNMPv3 to provide network security by encrypting administrator traffic during Telnet and SNMP sessions.	
31	The switch should support TACACS+ and RADIUS authentication enable centralized control of the switch and restrict unauthorized users from altering the configuration.	
32	The switch should support MAC address notification to allow administrators to be notified of users added to or removed from the network.	
33	The switch should support MACSec-128	
34	Quality of Service (QoS) & Control	
35	The switch should support 8 egress queues per port to enable differentiated management	
36	The switch should support Standard 802.1p CoS field classification	
37	The switch should support Differentiated services code point (DSCP) field classification	
38	The switch should support Shaped Round Robin (SRR) scheduling, Committed Information Rate (CIR)	
39	The switch should support IPSLA feature set to verify services guarantee based on business critical IP Applications.	
40	The switch should support QoS based on application	
41	The Switch should be capable of Downloading Downloadable Access List from network security engine based on user identity.	

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42	The switch should be able to identify up to 1000 applications natively and we should be able to define QoS based on application	
43	Operation and Management	
44	The switch should support configuration of the Software image and switch configuration without user intervention	
45	Switch should have dedicated management port and USB2.0 ports to upload configuration files and image	
46	The switch should have built in RFID tag for asset tracking and inventory management	
47	The switch should support diagnostic commands to debug issues	
48	The switch should support system health checks within the switch	
49	The switch should support Online Diagnostics	
50	The switch should support Command Line Interface (CLI) support for configuration & troubleshooting purposes.	
51	The switch should support Layer 2 trace route to ease troubleshooting by identifying the physical path that a packet takes from source to destination.	
52	The switch should support Telnet and ssh interface support for comprehensive in-band management.	
53	The switch should support Blue beacon LED, and USB Port to transfer configuration and files	
54	The switch should support SNMPv1, SNMPv2c, and SNMPv3 and netflow v9	
55	Certification	
56	Switch should be at least EAL2 (Common Criteria) or above or NDPP Certified.	
57	The Switch should IPv6 Ready Logo Phase-2 certified	
58	5 years 8x5 Next Business Day Hardware replacement required	
59	Switches, SFP's should be from same OEM for interoperability	

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6 Annexure 1 – Technical Bid Letter

Technical Bid Letter

To,

Dy. General Manager - IT / Chief Manager - IT,
IT Department

Head Office: Premises No.18-0374, Plot No. CBD-81, New Town, Kolkata-700156

Email: jk.roy@nic.co.in

Ref.: **RFP Number - NICL/IT/RFP/Cloud/21/2024** **Date:**

Sir,

We hereby declare

1. We/our principals are equipped with adequate manpower / machinery / technology for providing the Products and Services as per the parameters laid down in the RFP Document and NICL/IT/RFP/Cloud/21/2024 , (Scope of Work) and we are prepared for live/technical demonstration of our capability and preparedness before the representatives of NICL. We/our principals are also equipped with adequate maintenance and service facilities within India for supporting the offered document.
2. We hereby offer to provide the Products and Services at the prices and rates as mentioned in the Commercial Bid ([Annexure 8 – Commercial Bid Letter](#), [Annexure 9 – Commercial Bid Particulars](#) [Annexure 10 – Commercial Bid](#)).
3. We do hereby undertake that, in the event of acceptance of our bid, the Products and Services shall be provided as stipulated in the schedule to the NICL/IT/RFP/Cloud/21/2024 and that we shall perform all the incidental services.
4. We enclose herewith the complete Technical Bid as required by you. This includes:
 - a. Technical Bid Letter [Annexure 1 – Technical Bid Letter](#)
 - b. Technical Bid Particulars [Annexure 2 – Technical Bid Particulars](#)
 - c. Format of Support, in respect of **Supply, Installation, Configuration, Commissioning, Migration, Maintenance of Cloud Solution including Hardware, peripherals, associated software, licenses etc.,** Section - [GT&C – Sample Format of Support](#):

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- d. OEM Certified Product Description, in respect of **Supply, Installation, Configuration, Commissioning, Migration, Maintenance of Cloud Solution including Hardware, peripherals, associated software, licenses etc.**, Section - [GT&C – OEM Certified Product Description including for Support:](#)
- e. Manufacturer's Authorization Form in respect of **Supply, Installation, Configuration, Commissioning, Migration, Maintenance of Cloud Solution including Hardware, peripherals, associated software, licenses etc.**, Section - [GT&C – MAF:](#)
- f. Technical Compliance, in respect of **Supply, Installation, Configuration, Commissioning, Migration, Maintenance of Cloud Solution including Hardware, peripherals, associated software, licenses etc.**, Sections -

[MTFS&C: Cloud Solution](#)

[BOQ - A: DC](#)

[BOQ - B : DR](#)

[BoQ - C: Optional - 1](#)

[BoQ - D: Optional - 2](#)

[Annexure 12 – NICL Location Details,](#)

- g. Unpriced Bill of Materials, Section - [MTFS&C: Cloud Solution](#),
- h. Statement of Deviation from RFP Terms and Conditions, Section - [Annexure 7 – Statement of Deviation from RFP Terms and Conditions](#) if any
- i. Details of the proposed solution, proposed methodology and timeline (in a separate sheet)
- j. A USB Drive containing the soft copy of the Technical Bid in **pdf** and **xlsx** format

We agree to abide by our offer for a period of **one year** from the date fixed for opening of the Commercial Bid and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and conditions of the RFP Document and NICL/IT/RFP/Cloud/21/2024 and the conditions of the Contract applicable to the bid and we do hereby undertake to provide services as per these terms and conditions. The deviations from the technical specification(s) are only those mentioned in the deviations in Section - [Annexure 7 – Statement of Deviation from RFP Terms and Conditions](#).

We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof or placement of letter of intent awarding the contract, shall constitute a binding contract between us.

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Dated this, the _____ day of _____ 20__

Signature:

Name of the authorized signatory

Designation

Duly authorized to sign the RFP Response for and on behalf of: (Name and Address of Company)

Company Seal:

6.1 Annexure 2 – Technical Bid Particulars

Technical Bid Particulars

1. **RFP Number - NICL/IT/RFP/Cloud/21/2024** **Date:**
2. Name of the Bidder:
3. Full Address of the Bidder:
4. Name of the actual signatory of the product(s)/service(s) offered:
5. Bidder's proposal number and date:
6. Name and Address of the officer to whom all references shall be made regarding the bid:
.....
Telephone:
Fax:
E-mail:
7. Name and Address of the Single Point of Contact for all communications (including issue resolution and support):
Telephone:
Fax:

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E-mail:

Bidder:

Signature:

Name of the authorized signatory

Designation

Duly authorized to sign the RFP Response for and on behalf of: (Name and Address of Company)

Company Seal:

7 Annexure 3 – Bidder Profile

RFP Number - NICL/IT/RFP/Cloud/21/2024

Date:

Sl. No.	Required Particulars	Response along with page number of supporting document
1	Name of the Bidder	
2	Bidder's registered office address Telephone number Fax number E-mail	
3	Bidder's Correspondence / contact address	
4	Details of Bidder's contact person (Name, designation, address etc.) Telephone number email	
5	Is the Bidder a registered public / private company under The Companies Act, 1956? If yes, ○ Submit self-attested photocopy of certificate of registration. ○ Provide year and place of establishment.	

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	Should be in business for at least 5 years in India as at <u>31-03-2023</u> . In case the Bidder is a wholly owned subsidiary, then the relevant project experience of the parent company would be considered for compliance.	
6	Submit receipt of latest Income Tax Return filed with Income Tax Department. Submit a self-attested photocopy of PAN card and GST Registration Certificate.	
7	Is the Bidder blacklisted/debarred/denied by any Government department/Public Sector undertaking or any Statutory Regulatory Body in India (1) for non-performance in the last 2 years, and (ii) for corrupt or fraudulent practices? Has the Bidder committed any previous transgressions in respect of the provisions of sub-clause (i) (of Clause 6, Code of Integrity as contained in Rule 175 of the GFR 2017), with any entity in any country during the last three years of of being debarred by any other procuring entity. Declaration by Bidder's Company Secretary	
8	Has the Bidder filed for Bankruptcy in any country? Declaration by the authorized representative of the Bidder should be submitted. Declaration by Bidder's Company Secretary	
9	Does the Bidder have an annual turnover of minimum Rs. 250 Crore in each of the last 3 (Three) Financial Years 2021-22, 2022-23, 2023-24? In case of merger or acquisition, financials of the merged or acquired companies may be considered in case of new companies.	

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	<p>In case the Bidder is a wholly owned subsidiary then the relevant financials of the Parent Company will be considered for eligibility criteria compliance.</p> <ul style="list-style-type: none"> • Audited Financial statements for the respective financial years and/or • Published Balance Sheet and/or • CA Certificate <p><u>Annexure 4 – Financial Information</u></p>	
10	<p>Does the Bidder have positive net worth during the last three financial years, i.e., 2021-22, 2022-23 and 2023-24.</p> <p>In case of merger or acquisition, financials of merged or acquired companies may be considered in case of new companies.</p> <p>In case the Bidder is a wholly owned subsidiary then the relevant financials of the Parent Company will be considered for eligibility criteria compliance.</p> <ul style="list-style-type: none"> • Audited Financial statements for the respective financial years and/or • Published Balance Sheet and/or • CA Certificate <p><u>Annexure 4 – Financial Information</u></p>	
11	<p>Has the Bidder successfully supplied and/or, maintained Private Cloud based VMware Cloud solution (by utilizing vCloud Suite) or other similar best-in-class Hypervisors with a minimum of 10 servers at Customer's DC or DR in the last five years 2019, 2020, 2021, 2022 and 2023 in at least 1 (one) Ministry /Department of Govt. Of India / State Government / Public Sector BFSI / PSU / Private Sector BFSI</p>	
12	<p>Does the Bidder have the following certifications which are valid as on the date of issue of the RFP and at the time of submission of Bid - ISO 20000 and ISO/IEC 27001</p>	

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	Self-attested photocopy of certifications	
13	<p>Does the Bidder have manpower with certifications in should have manpower with certifications in Cloud Technologies and certifications on RHCSA, RHCE, VMWare Certified Professionals in Data Center Virtualization or, in similar best-in-class Virtualisation Platforms of other global OEMs etc.</p> <p>Self-attested photocopy of certifications with documentary evidence of manpower in bidder payroll</p>	
14	<p>Is the Bidder the OEM or its Authorized reseller or partner of the products offered under this RFP?</p> <p>Note: Bidder shall be the sole agency responsible for the project and a single point of contact for NICL for all purposes relating to the scope of work contained in this RFP.</p> <p>Consortium and / or JV are not allowed for bidding for this opportunity. In case the Bidder is a wholly owned subsidiary then the relevant financials of the Parent Company will be considered for eligibility criteria compliance.</p>	<p>Submit valid MAF from OEMs, <u>GT&C – MAF:</u></p> <p>The Bidder should submit documents from OEMs mentioning back-to-back support for the entire Support period and OEM part numbers for Support period as applicable. The support agreement should include the activities like Post-Sales Support, Technical Assistance support, Spares support, Upgrade support etc.</p>
15	The Bidder/Group Company should have support offices in Kolkata and Bangalore	List of Bidder's support centers
16	The bidder should have a centralized operational help desk for complaint/call logging, assigning/allocating, automated tracking etc. Information regarding help-desk and escalation matrix should be submitted (details like name of contact person, phone no, location, the process of complaint booking and resolution, etc)	Copy of relevant document/certificate.
17	Bidder to provide Power of Attorney, in favor of the authorized signatory of the Bid	

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18	Bidder to provide signed and stamped Integrity Pact, Section - GT&C - Format for Integrity Pact:	
19	Bidder to provide signed and stamped Declaration of absence of Conflict of Interest, Section - GT&C - Format for Declaration by Bidder: Conflict of Interest	
20	Bidder to provide signed and stamped Certificate for Tenders for Works under Rule 144 (xi) in the General Financial Rules (GFRs), 2017, Section - GT&C - Format of Certificate for Tenders for Works under Rule 144 (xi) in the General Financial Rules (GFRs), 2017:	
20	Bidder to provide signed and stamped Bid Security, Section - GT&C - Format for EMD/Bid Security:	
Note: Bidder to also refer Technical Evaluation and provide required supporting documentation in support of Scoring Matrix , in respect of both Bidder and OEM		
Signature: Name of the authorized signatory Designation Duly authorized to sign the RFP Response for and on behalf of: (Name and Address of Company) Company Seal:		
Private Cloud OEM Eligibility Criteria		
1	OEM should have presence in India for the last 5 years and should be manufacturer of Server, Storage, Network and Private Cloud Management Framework.	<ul style="list-style-type: none"> • OEM needs to submit a letter with authorized signature/Purchase Order/Sign-off from user organization. • It may be asked to the OEM to arrange a call or site visit with the end customer if required.
2	The Proposed Private Cloud Solution should not go end of sale in next one year and should not go end of support in next 5+2 years from date of RFP release date.	OEM's Undertaking on company letter head signed by authorized signatory of the OEM, clearly mentioning about the confirmation of 'End of sale' and 'End of Support'.

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4	The OEM must have registered an average annual turnover of Rs 1000 Crores or above during the last three completed financial years – 2021-22, 2022-23, 2023-24 (Not inclusive of the turnover of associate companies).	Copies of the audited balance sheet/Certificate of the company are to be submitted.
5	The Original Equipment Manufacturer (OEM) vendor should have a valid ISO 9001:2015 Quality Certification.	Copy of the relevant document
6	The OEM/Partner should have their spare warehouse/Depot in Kolkata and Bangalore	Relevant documents authorized by the OEM along with locations details to be submitted
<p>Note: The Pre-Qualification Bid, Annexure 3 – Bidder Profile, to be submitted along with Financial Information, Annexure 4 – Financial Information. Proof of transfer of Bid Security (Earnest Money) for an amount equal to Rs. 25,00,000.00 (Rupees Twenty Five Lakh Only) should be enclosed in the appropriate envelope along-with the Pre-Qualification Bid documents.</p> <p>Any other documents that are required in the process, like client engagement letters or certificates, audited balance sheets, etc. and a USB Drive containing the soft copy (both 'PDF' and 'xlsx' formats) of the Pre-Qualification Bid and are also to be included herein.</p>		

7.1 Annexure 4 – Financial Information

Bidder's Financial Information

RFP Number - NICL/IT/RFP/Cloud/21/2024

Date:

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Name of the Bidder	Turn Over (Rs. Crore)		
	21-22	22-23	23-24

Signature:

Name of the authorized signatory

Designation

Duly authorized to sign the RFP Response for and on behalf of:

..... (Name and Address of Company)

Company Seal:

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8 Annexure 7 – Statement of Deviation from RFP Terms and Conditions

Statement of Deviation from RFP Terms and Conditions

To,

Dy. General Manager - IT / Chief Manager - IT,

National Insurance Company Limited Registered & Head Office: Premises No.18-0374, Plot No. CBD-81, New Town, Kolkata-700156

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IT Department

Head Office: Premises No.18-0374, Plot No. CBD-81, New Town, Kolkata-700156

Email: jk.roy@nic.co.in

RFP Number - NICL/IT/RFP/Cloud/21/2024

Date:

Dear Sir,

Following are the deviations and variations from the Terms and Conditions of the RFP Document and NICL/IT/RFP/Cloud/21/2024 . These deviations and variations are exhaustive. Except for these deviations and variations, the entire implementation can be performed as per your specifications in the NICL/IT/RFP/Cloud/21/2024 .

Sl. No.	Section No.	Deviation in the RFP Response	Brief Reason
1			
2			
3			

Signature:

Name of the authorized signatory

Designation

Duly authorized to sign the RFP Response for and on behalf of:

..... (Name and Address of Company)

Company Seal:

9 Annexure 8 – Commercial Bid Letter

Commercial Bid Letter

To,

Dy. General Manager - IT / Chief Manager - IT,

IT Department

National Insurance Company Ltd.

Head Office: Premises No.18-0374, Plot No. CBD-81, New Town, Kolkata-700156

Email: jk.roy@nic.co.in

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RFP Number - NICL/IT/RFP/Cloud/21/2024

Date:

Sir,

We hereby declare

1. We hereby offer to provide the Products and Services at the prices and rates mentioned in the Commercial Bid.
2. We do hereby undertake that, in the event of acceptance of our bid, the Products and Services shall be provided as stipulated in the RFP Document and **NICL/IT/RFP/Cloud/21/2024** and that we shall perform all the incidental services.
3. We enclose herewith the complete Commercial Bid as required by you. This includes:
 - a. Commercial Bid Letter [Annexure 8 – Commercial Bid Letter](#)
 - b. Commercial Bid Particulars [Annexure 9 – Commercial Bid Particulars](#)
 - c. Commercial Bid [Annexure 10 – Commercial Bid](#)
 - d. A USB Drive containing the soft copy of the Commercial Bid in **pdf** and **xlsx** format

We agree to abide by our offer for a period of **one year** from the date of opening of the Commercial Bid and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and conditions of the RFP Document and NICL/IT/RFP/Cloud/21/2024 and the conditions of the Contract applicable to the bid and we do hereby undertake to provide services as per these terms and conditions.

We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof or placement of letter of intent awarding the contract, shall constitute a binding contract between us.

Dated this, the _____ day of _____ 20__

Signature:

Name of the authorized signatory

Designation

Duly authorized to sign the RFP Response for and on behalf of: (Name and Address of Company)

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Company Seal:

9.1 Annexure 9 – Commercial Bid Particulars

Commercial Bid Particulars

RFP Number - NICL/IT/RFP/Cloud/21/2024

Date:

1. Name of the Bidder:
2. Full Address of the Bidder:
3. Name of the actual signatory of the product(s) offered:
4. Bidder's proposal number and date:
5. Name and Address of the officer to whom all references shall be made regarding the bid:
.....

Telephone:

Fax:

E-mail:

6. Name and Address of the Single Point of Contact for all communications (including issue resolution and support):

Telephone:

Fax:

E-mail:

Bidder:

Signature:

Name of the authorized signatory

Designation

Duly authorized to sign the RFP Response for and on behalf of: (Name and Address of Company)

Company Seal:

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9.2 Annexure 10 – Commercial Bid

Commercial Bid

RFP Number - NICL/IT/RFP/Cloud/21/2024

Date:

Consolidated: Commercial Bid				
Sl. No.	Item	TCO		Total (including GST)
		Total (in INR) for 5 years (excluding GST)	GST (%)	
1	Details of cost - Commercial - A	-		
2	Details of cost - Commercial - B	-		
3	Details of cost - Commercial - C			
4	Details of cost - Commercial - D			
5	Details of cost - Commercial - E			
GRAND TOTAL (Value in INR) for 5 years		0.00		

Right to Alter Quantities –

- NICL reserves the right to alter the requirements specified in the tender (RFP).
- NICL also reserves the right to delete or increase one or more items from the list of items specified in the tender.
- NICL will inform the Bidder about changes, if any, at the time of placement of Purchase Order.
- In the event of any alteration in the quantities, the price quoted by the bidder against the item in the RFP would be considered for such alteration.
- The bidder agrees that the prices quoted for each line item & component is valid for the period of contract and can be used by NICL for alteration in quantities.
- Bidder also agrees that there is no limit on the quantities that can be altered under this contract.

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- During the contract period the bidder agrees to pass on the benefit of reduction in pricing for any additional items to be procured by NICL in the event the market prices / rate offered by the bidder are lower than what has been quoted by the bidder as the part of commercial offer. Any price benefit in the products, licenses, software, services & equipment should be passed on to NICL within the contract period

The bidder shall have to enter into “Service Levels Agreement” having all terms and conditions of this RFP to maintain uptime and provide the service support and onsite support during the entire contract period.

Note:

- The total base Payment plus the payment incurred due to additional consumption of the IT Infra resources will be paid quarterly in arrears within 30 days from the date of submission of invoice.
- Cost for FMS Manpower will be paid in quarterly installments in arrears within 30 days from the date of submission of invoice after completion of respective period, subject to satisfactory services rendered from the date of installation, commissioning and acceptance of the system at the rates quoted in the price schedule.
- TDS will be deducted for the payment, if applicable.
- All payments will be released within 30 days from the date of receipt of invoice subject to submission of proof and other related documents. Vendor has to submit the invoices, milestone sign-off & other documents required for release of payment.
- NICL shall have the right to withhold any payment due to the supplier, in case of delays or defaults on the part of the supplier. Such withholding of payment shall not amount to a default on the part of NICL. If any of the items/ activities as mentioned in the price bid is not taken up by NICL during the course of the assignment, NICL will not pay the cost of such items and professional fees quoted by the supplier in the price bid against such activity / item.

Commercial - A: DC

Item	UoM	Y1				Y2				Y3				Y4	
		Min Comm it	Reques ted Capacit y	Rate	Amou nt	Min Com mit	Reques ted Capacit y	Rate	Amou nt	Min Com mit	Reques ted Capacit y	Rate	Amo unt	Min Com mit	Request ed Capacit y

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Server (64C 512GB)	Per Server	6	8		0	10	13		0	12	15		0	14	18
Block Storage/SAN Storage	Per GiB	50000	62500		0	60000	75000		0	70000	87500		0	80000	100000
Disk Backup System	Per GB	150000	187500		0	200000	250000		0	250000	312500		0	300000	375000
Management Server (32C 256GB)	Fixed Price	1	1		0	1	1		0	1	1		0	1	1
Backup Server (32C 128GB) (with Windows/ Linux Licenses)	Fixed Price	2	2		0	2	2		0	2	2		0	2	2
SAN Switch (48 Port 32Gbps)	Fixed Price	2	2		0	2	2		0	2	2		0	2	2
ToR Switch (48 Port 25 Gbps)	Fixed Price	4	4		0	4	4		0	4	4		0	4	4
Tape Library	3 Drive + 40 Slots	1	1		0	2	2		0	3	3		0	4	4
Backup Software	Per 10 Instance	5	6		0	6	8		0	8	10		0	10	12
Replication & Ransomware Protection-	Per 10 Instance	10	10		0	11	11		0	12	12		0	13	13
API Gateway and Security	2	2				2				2				2	
Reverse Proxy - Nginx	2	2				2				2				2	
Rack	Fixed Price	2	2		0	2	2		0	3	3		0	3	3
Resident Engineer - L2	Fixed Price	1	1		0	1	1		0	1	1		0	1	1
Resident Engineer - L3	Fixed Price	1	1		0	1	1		0	1	1		0	1	1
Openshift Kubernetes Engine	Nos.	6	8		0	10	13		0	12	15		0	14	18
Total Monthly					0				0				0		
Total Yearly					0				0				0		
Grand Total for 5 years															
Grand Total for 5 years (including GST)															

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Monthly Amount = (Min commit * Rate)

Total Monthly Amount = Sum of all the line items in the table mentioned above.

NICL will be billed on a quarterly basis based on the consolidated 3 month bills generated in the quarter.

Growth of the proposed line items extends until the completion of 4th year.

Metering for Block Storage will be on usable capacity(GiB) while for disk backup system the metering will be on raw capacity(GB)

Tape Library- Augmented capacity for the above table is 3 drive + 40 Slots as a block

Commercial - B: DR

		Y1				Y2				Y3				Y4		
Item	UoM	Min Comm it	Reques ted Capacit y	Rate	Amou nt	Min Comm it	Request ed Capacit y	Rate	Amou nt	Min Comm it	Reques ted Capacit y	Rat e	Amou nt	Min Comm it	Reque sted Capaci ty	Ra e
Server (64C 512GB)	Per Server	4	5		0	5	6		0	6	8		0	7	9	
Block Storage/SAN Storage	Per GiB	50000	62500		0	60000	75000		0	70000	87500		0	80000	100000	
Disk Backup System	Per GB	150000	187500		0	200000	250000		0	250000	312500		0	300000	375000	
Backup Server (32C 128GB) (with Windows/ Linux Licenses)	Fixed Price	1	1		0	1	1		0	1	1		0	1	1	
Backup Software	Per 10 Instan ce	2	3		0	4	5		0	6	7		0	7	9	
Management Server (32C 256GB)	Fixed Price	1	1		0	1	1		0	1	1		0	1	1	
SAN Switch (48 Port 32Gbps)	Fixed Price	2	2		0	2	2		0	2	2		0	2	2	
ToR Switch (48 Port 25 Gbps)	Fixed Price	4	4		0	4	4		0	4	4		0	4	4	

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Tape Library	3 Drive + 40 Slots	1	1		0	2	2		0	3	3		0	4	4
API Gateway and Security	2	2				2				2				2	
Reverse Proxy - Nginx	2	2				2				2				2	
Rack	Fixed Price	2	2		0	2	2		0	3	3		0	3	3
Openshift Kubernetes Engine	Nos.	4	5		0	5	6		0	6	8		0	7	9
Total Monthly					0				0				0		
Total Yearly					0				0				0		
Total for 5 years															
Total for 5 years (including GST)															

Monthly Amount = (Min commit * Rate)

Total Monthly Amount = Sum of all the line items in the table mentioned above.

NICL will be billed on a quarterly basis based on the consolidated 3 month bills generated in the quarter.

Growth of the proposed line items extends until the completion of 4th year.

Metering for Block Storage will be on usable capacity(GiB) while for disk backup system the metering will be on raw capacity(GB)

Tape Library- Augmented capacity for the above table is 3 drive + 40 Slots as a block

Commercial - C: Optional - 1

		Y1			Y2			Y3			Y4	
Item	UoM	Min Commit	Rate	Amount	Min Commit	Rate	Amount	Min Commit	Rate	Amount	Min Commit	Rate
Object Storage	Raw TB	100		0	100		0	100		0	100	

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| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

Self Services MultiCloud Orchestration Platform (Software License)	Per Instance	150		0	150		0	150		0	150	
Kubernetes Platform including AIML Ops Core based Licensing	Per vCPU	128		0	128		0	128		0	128	
VMWare	Per Core	730		0	730		0	730		0	730	
OS RHEL VDC Unlim VM Premium 5 years	Nos.	10		0	10		0	10		0	10	
OS RHEL 2Proc 2 Guest Premium 5 years	Nos.	2			2			2			2	
OS Windows2022 DC Edition 16 C	Nos.	16		0	16		0	16		0	16	
Total Monthly				0			0			0		
Total Yearly				0			0			0		
Total for 5 years												
Total for 5 years (including GST)												

Commercial - D: Optional - 2

Item Description	Quantity	Amount excluding GST (Unit cost will be derived after dividing the amount by quantity)
RHEL VM Based – Premium - (Instance Based Licensing) - (Each Qty entitles NICL to deploy 2 RHEL VMs) - (per Instance based Cost to be quoted by the bidder)	10	
RHEL VM Based – Standard -(Instance Based Licensing) (Each Qty entitles NICL to deploy 2 RHEL VMs) - (per Instance based Cost to be quoted by the bidder)	10	
RHEL Virtual DC – Premium - (Socket Pair Licensing) - (Each Qty entitles NICL to run unlimited RHEL VMs on the 2 CPU based server) - (per Socket Pair based Cost to be quoted by the bidder)	10	
RHEL Ansible Automation Platform - Standard	10	

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| CIN: U10200WB1906GOI001713 | Classification: Restricted/Confidential/Internal/**Public**

RHEL Ansible Automation Platform - Premium	10	
Chef Automation - Enterprise	10	
Puppet Automation - Enterprise	1	
Terraform Enterprise license	1	
VMWare Tanzu - Basic	10	
VMware Tanzu - Standard	10	
VMWare Tanzu - Advanced	10	
Docker Business licenses	10	
MariaDB - Enterprise edition	10	
MariaDB - Cloud	10	
NoSQL Multi-model Database enterprise version with OEM lifecycle support	10	
Grafana Advanced Enterprise Bundle	1	
Elastic Stack - Enterprise	1	
Atlassian Jira - Enterprise	1	
Redis Enterprise (Shard based Licensing) (Shard based cost to be quoted by the bidder)	1	
Gitlab Premium (User based Licensing) (User based cost to be quoted by the bidder)	1	
SonarCube Enterprise (Per instance cost to be quoted by the Bidder)	1	
CIS Configuration Assessment Tool - Pro (CIS-CAT Pro for evaluating configuration settings vis-a-vis CIS benchmarks)	1	
DR as a Service (per 10 VM)	1	
OPS Monitoring tool with hybrid observability and AIOPS	1	
Total		

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Note:

	The Commercial Bid should be given in the above format. All the Tables should be filled-in by the Bidder.
	The above-mentioned quotations should be valid for minimum 1 (one) year from the date of opening of Commercial Bid.
	Above prices should include all transport, insurance, installation, etc. as applicable at implementation sites.
	<ul style="list-style-type: none"> a. The lowest price would be decided on the basis of all-inclusive 'GRAND TOTAL' (except where otherwise specified) be based on the above calculations as specified above in (*). b. Above prices should include all transport, insurance, installation, etc. as applicable at implementation sites. c. NICL reserves the right to change the quantity of items quoted above at the time of placing order. In such a case of the order will be the cost of items finally opted by NICL. d. The Bidder is responsible for all the arithmetic computation & price flows. NICL is not responsible for any errors. e. If there is any mismatch between the total value of the sealed envelope and the GEM portal https://gem.gov.in bid of the bidder will be rejected. f. NICL will not be liable for any arithmetic error, and the total as mentioned in the GeM portal https://gem.gov.in accepted as the Total cost of the Project. g. If the bidder misses or forgets to quote rates of any line item, then it is assumed that bidder will provide that zero cost to NICL during the contract period. h. Any increase in Excise Duty & Customs Duty will not be considered by NICL for payment after submission of the payment is released. The same has to be borne by the Bidder. i. Taxes will be paid on actual not exceeding the tax amount quoted. If the tax rates are revised by the concerned authority or new tax levied post bid submission the actual taxes at the time of delivery will be paid subject to the production of supporting documents. However if the Bidder has not quoted any tax, such tax will not be paid even if it is found a
	<p>All the BOQ - A: DC, BOQ - B : DR, BoQ - C: Optional - 1, BoQ - D: Optional - 2,, Connectors, Core, CAL and all other peripherals, software, licenses if any required for operation of the Solution as per Scope of Work; and its sub-sections factored-in by the Bidders for 5 years period <u>including Upgrades to ensure secure operation of the solution/prevent obsolescence of the solution or any of its components, without any additional cost to NICL.</u></p>

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Commercial - E: Optional - 3

New Supply / Purchase			Total Price for 5 Years (i (excluding GST)		
Sl. No.	Switches	Qty (q)	HW (a)	AMC (b)	Tot (a+
1	24 Port Fiber Switch - 24 x 1G/10G/25G SFP28 Fiber Ports & 2 x 40G/100G Fiber uplink ports populated with 6 x 10G SR optiocs and 4 x 25G SR optics from day1	6			

Grand Total in Words excluding taxes –
 (Rupees.....)

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10 Annexure 11 - Format for Queries from Bidders

Bidders have to provide their queries on scope of work, terms & conditions etc. in the below format in excel file only (xlsx). Bidders should provide a reference of the page number, state the clarification point and the queries/suggestion/modification that they propose as shown below

Sl. No.	Point/Section No #	Term as stated in the RFP Document	Bidder's Query/Suggestion/Modification
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11 Annexure 12 – NICL Location Details

Sl. No.	Location Type	Location Code	Location	Address	State	Pin Code	Contact	Phone
1	HO	800000	HO	National Insurance Company Limited Premises No. 18-0374, Plot No. CBD-81, New Town, Kolkata - 700156 West Bengal	WB	700071	Mohit Kumar	8335080621
2	DC	807651	DC-K	NICL Data Center Site: STT Global Data Centres Pvt. Ltd., Videsh Sanchar Bhavan, 1/18, C.I.T. Scheme, VII-M, Ultadanga, Kolkata - 700 054 West Bengal, India	WB	700054	Abhishek Pramanik	8335081134
3	DR	807652	DR-B	NICL Data Center (Disaster Recovery) Site: STT Global Data Centres India Pvt. Ltd. 18, 19 & 20, EPIP Layout, KIADB, Whitelfield, Bangalore - 560 066 Karnataka, India	Karnataka	560066	Abhishek Pramanik	8335081134

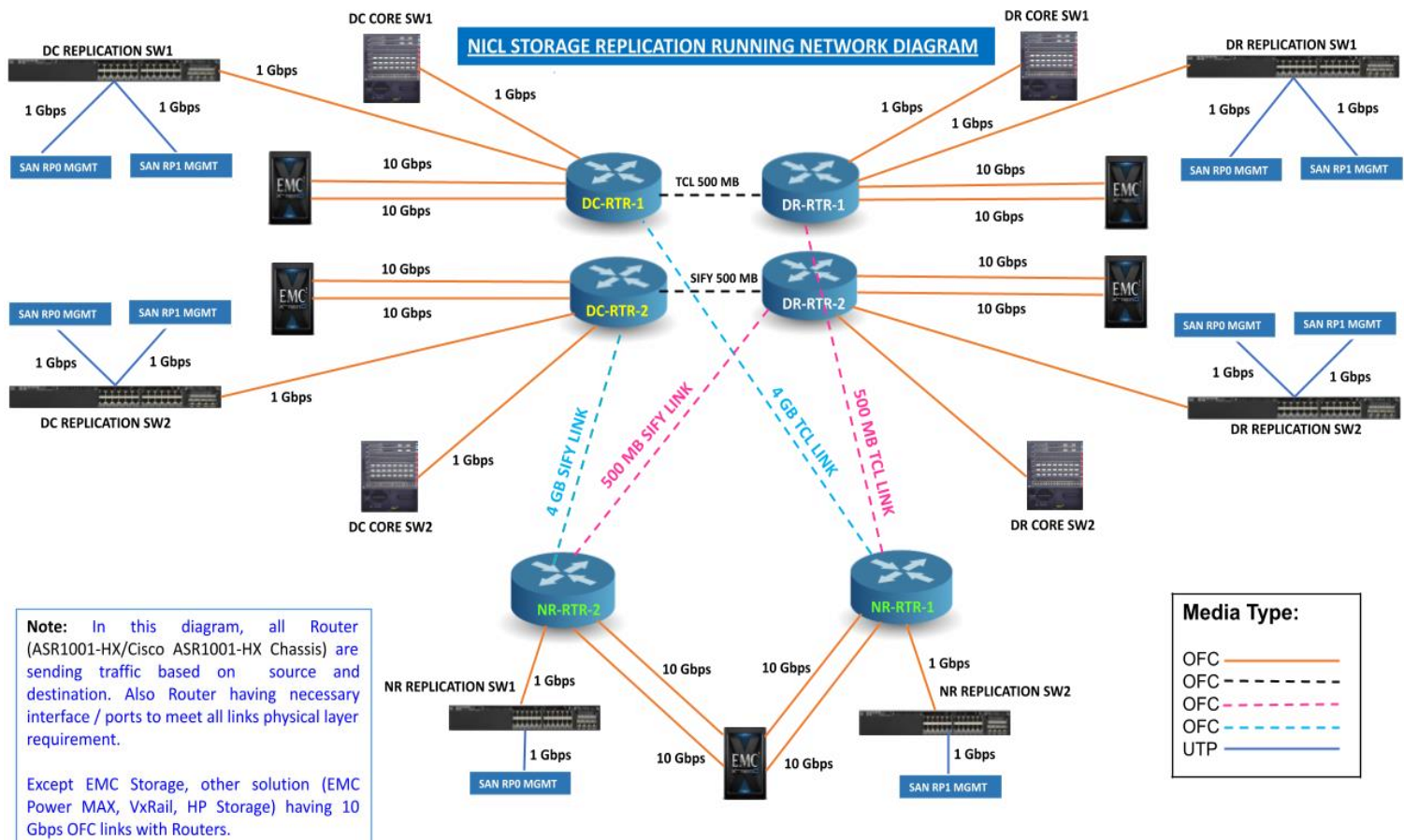
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12

Annexure 13 – NICL Replication Diagram



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*** End of Document***

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