

**RFP FOR  
HOSTING AND MAINTENANCE OF GIC Re WEBSITE WITH PARTIAL  
DEVELOPMENT AND RE-DESIGN**



आपत्काले रक्षिष्यामि

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**SECTION – I**

**REQUEST FOR PROPOSAL (RFP) FOR HOSTING AND MAINTENANCE OF GIC Re  
WEBSITE WITH PARTIAL DEVELOPMENT AND RE-DESIGN**

**1. INTRODUCTION**

General Insurance Corporation of India (GIC Re), designated “Indian Reinsurer”, is a Government of India Company and has been catering to the needs of Indian General Insurance Industry for the past four decades. GIC Re also transacts reinsurance business with foreign insurance and reinsurance companies. GIC Re has been leading the reinsurance programs of several insurance companies in India and the neighboring SAARC countries, South East Asia, Middle East and African continent. To offer its international clientele easy accessibility and efficient service, GIC Re also operates from its branch offices in London, Kuala Lumpur, Dubai, a representative office at Moscow and a Subsidiary in South Africa.

**2. BROAD REQUIREMENTS:**

GIC Re intends to appoint a service provider/vendor for regular maintenance and minor design changes as and when require from time to time of its existing website i.e. <https://www.gicofindia.com>. In furtherance thereof, the Development / Redesigning of website/webpages should be in alignment with corporate theme using latest web technology, user friendly, giving a new look & feel, easily navigable manner and comply with Government of India (GOI) guidelines for Government/PSU websites. The Website must be designed in multiple languages i.e. Hindi, English, French, German and Chinese. Hindi and English contents will be provided by GIC Re and the service provider/vendor should translate these contents to French, German and Chinese languages. The service provider/vendor should use manual translation instead of automated translation service.

**3. REGISTRATION OF SERVICE PROVIDERS / VENDORS**

Besides selecting a service provider/vendor for the above said requirements , a panel of eligible and capable bidders will also be created by shortlisting them based on the prequalification and technical criteria in this exercise. The service provider/vendor so selected will be part of a list of ‘Registered Service Providers / Vendors’ for providing Website Design and Development and Support activities to GIC Re. This list will be valid for a period of three years from the date of its publication on the GIC Re website. GIC Re may directly approach the Registered Service Providers / Vendors for price bids to carry out some specific projects such as online examination / training portal, web based digital marketing campaigns, Live share price update panel, Microservices or other custom web-based portal. Registered Service Providers / Vendors thereafter may respond with price bids. Selection for these projects will be based on the price bids received.

**4. REQUEST FOR PROPOSAL**

This RFP (non-transferable) covering eligibility requirements, technical specifications and terms & conditions may be obtained by interested and eligible prospective bidders by downloading from the GIC Re website i.e. <https://www.gicofindia.com>, from 30.09.2019 to 27.10.2019.

## 5. SCOPE OF WORK

The existing website of GIC Re requires a partial re-implementation. Features missing in the current website and which have to be incorporated in the new website, are given below: -

### 5.1 General scope: -

- Re-design and migration to new hosting environment, the scope is to maintain, make changes / additions, for **three years** from the date of acceptance of purchase order.
- To present the website which can be appealing and promote the corporate profile and long history as Indian reinsurer and Global reinsurer and advocacy of reinsurance, international market, educate stakeholders of insurance and reinsurance industry etc.
- The website should be designed as per the website of large reinsurance companies and adopt the best and standard practices used globally.
- The bidder must complete the implementation and integration of all requirements / components as per GIC Re's objectives and specifications, as mentioned in this tender document.
- The bidder should suggest usage of any other cutting-edge practices on par with International Reinsurance company's websites.
- Design to be simple, latest technology based and should facilitate availability of information with minimum clicks with logical and intuitive flow.
- Website to be optimized for better search engine results i.e. for example, if someone searches for Re Insurance, Aviation Reinsurance, Credit Insurance, Treaty, Cession, Facultative etc. GIC website should be among top searches.
- Service provider to periodically review the status of website response to search and ensure it appears high on search throughout the engagement period and best SEO techniques must be used.
- Adding, modifying and deleting information should be easy and integrated with easy to use content management system (CMS).
- To publish articles, events and news related to insurance/ reinsurance industry/ others. The required contents will be provided by GIC Re from time to time.
- Any document uploaded/ updated on the website should display the timestamp of uploading / updating the document.
- To restructure content of the website to make it user friendly so that information is easily accessible to them.
- To ensure compatibility with all internet browsers and it should be accessible across all browsers like Internet Explorer, Mozilla Firefox, Google Chrome, Microsoft Edge, Safari, Opera etc. and on different resolutions.
- Website should be compatible with any device like laptop or desktop, smart phones, tabs, iPads, etc. Design should be responsive in nature.
- For embedding Audio/Video HTML 5 is to be used.
- The label "*Last updated on:*" must automatically get updated on making changes to any of the content of the website and should display the latest updated timestamp.

## 5.2 Technology Platform / Development Environment –

The Website should be developed and maintained using latest tools and techniques used in web development and design as per industry practice.

### Development Cycle (Process Building Blocks)

- Project Initiation.
- Requirement Finalization and sign off of SRS (Software Requirement specification) document.
- Preparation of Sample Layout and finalization of sample design layout.
- Website Functionality.
- Approval of functionality.
- Content Placement.
- Development.
- UAT - User Acceptance Test.
- Security Audit & submission.
- Web Guidelines Audit.
- Web Site Hosting and Launch.
- Maintenance of website.

## 5.3 Scope of Development/Redesigning.

### 5.3.1 Hosting Structure (require new implementation)

- Website can be hosted in any one of the mentioned empaneled and audit compliant CSPs listed under ministry of electronics and information technology where CSP's STQC status is compliant. (detailed list is available at : <http://meity.gov.in/content/gi-cloud-meghraj>).
- Hosting and storage must be in India Only.
- The website is currently on Joomla version 3.6.5 and OS - Red Hat Enterprise Linux server and hosted in GIC Re's private cloud managed by our DC service provider.
- The third-party software/tools/ hardware / server provisioning required for the development/ redesigning and maintenance of GIC Re website is bidder's responsibility. Bidder should include the cost of all software/hardware or other required things that may be required for the implementation of the solution in their bid. All such costs will be borne by the bidder.
- Any cost of migration from existing hosting to any other cloud provider must be borne by the bidder.
- The successful bidder should maintain two environment one for development and one for production.
- Regular backup and recovery services must be included in hosting plan.
- Website security including WAF and other Security Services must be part of hosting. The cost of all security and backup services should be included in bid.
- Administrative monitoring account must be provided to GIC Re to view hosting structure and activity with selected cloud provider.
- The proposed solution for website should be auto scalable and be able to handle maximum load on website.
- Disaster Recovery and replication of data and application to be provided as mentioned in **Section – II (22)** of this RFP.

### 5.3.2 Design, Content Structure & Functionality

- The details of content management, design, dynamic menus, links etc. will be finalized by GIC Re during SRS Sign off Phase. There must be provision of verification of content before publishing on website by website administrator as the public expects nothing less than authentic and accurate information from a credible source.
- Bidder should use CSS based design approach or something equivalent, clear, and appropriate graphics, W3C compatible coding style while designing the web pages.
- Design and development should support resizing the text and images to be distinguishable on a high-resolution monitor without use of assistive technology, since the display size of the components decreases with the increase in the screen resolution set by the user.
- All design & component present on website must comply with WCAG 2.0 guideline.
- Images of national identity symbols like flag, national emblem etc., must be ensured that they are in a proper ratio and color.
- All types of content should be delivered through the website. The Indicative content types may be HTML documents, word documents, PDF documents, images, photographs, multimedia files, audio/ video files etc.
- In case the nature of the content is 'historical' i.e. it will never change (e.g. press releases, speeches, published reports/documents of a Department etc.), the website must show date of posting of the content along with a note indicating the nature of the document and explaining that it is not subject to revision.
- Bidder may propose multiple design options to enhance existing appearance i.e. the site color schemes, layout, images, promotional areas etc.
- Hindi and English contents will be provided by GIC Re. The selected bidder should translate these contents to French, German and Chinese languages. The selected bidder should use manual translation instead of automated translation service.
- The upcoming events section should highlight the future events organized by GIC Re.
- An Interview video of Chairman-cum-Managing Director provided by GIC Re has to be uploaded on the website.
- A banner gallery should also be there with some meaningful images and messages.
- A separate page or module can also be developed for all the subjects in which the GIC Re is working along with achievements, strategies etc.
- For time sensitive content which expires after a certain date (e.g. tender notifications, announcements for conference registrations, contest entries etc.), there must be provision of archival of the same for future reference. However, 'expired' content must not be presented or flashed on the website.
- There should be a separate section to display the Tender Notices published by GIC Re along with the facility to download the Tender Document and other details.
- The page download response should be quick and fast. Since images increase the download time, they should be of minimum size and resolution, used when only utmost necessary.

### 5.3.3 New design and functionality (requires new implementation)

- Design and content management should support extensive web site analytics and statistics to be provided. Traffic reports, visitor analysis, duration analysis, content wise analysis, top landing pages and top exit pages, other statistical reports should be provided as per requirement of GIC Re. Google Analytics or similar can be used for the same by service provider.
- Newsletter facility (Weekly/Monthly/Quarterly/Half Yearly/Yearly) to be provided. A



signup form will be required to capture the basic details of subscriber like Email Id and the newsletters will be sent to registered email ids periodically and automatically.

- A blog facility can also be provided where the internal (GIC Re's employees) of the website, can share their thoughts about the subject and will be available to all the users.
- A Share price dashboard where market price of GIC Re's share price will be displayed (not real time, delayed data)

#### **5.4 Website Audit / Compliance and Approval of Security Features**

- Bidder will need to get the website audited once a year from an empaneled auditor of CERT-IN, Department of Information Technology, Ministry of Communication and Information Technology, Government of India or from an authorized Auditing agency empaneled by NIC. GIC Re will also independently carry out annual security audit of the website and require the bidder to address/comply with the audit observations. Any charges or fees required to get website audited /certified from third party or agency/ for addressing audit compliance has to be paid by the bidder.
- Bidder should design and provide support for the website with advanced technological features to protect the site from attacks by hackers, virus etc.
- Web Application Firewall must be installed to protect from SQL injection, DDoS, cross-site scripting and other attacks.
- All data exchanges should be using SSL wherever necessary to offer a safe and secure website experience. The SSL certificate will be provided by GIC Re.
- Any charges or fees required to get website audited, certified from third party or agency has to be paid by the bidder (including Annual security audit)

#### **5.5 Particulars related to various tabs on GIC Re Website.**

##### **Home page**

- The Home page must display a time stamp indicating the following:
  - Date on which the information was posted on the website.
  - Date on which the content was last reviewed and/or modified.
- Home page must contain option to change the language of the website.
- Home page must be accessible from any other page in the website.
- The home page of the website should contain link to all other language versions of the website.
- Separate webpage link has to be provided on top of the home page to navigate to the branch offices and liaison offices of GIC Re.
- There will be links to display details for various classes of business of GIC Re i.e. like Property, Liability, Aviation, Health, Life, Credit etc. On clicking each line it should take to a page which should give details of underwriters, capacities, our history, the appetite and short write up on our strengths. Each line would require one page which can be graphically enhanced.
- Hit counter, which would track the number of hits from various geographical areas should be available.

##### **News/Announcements/Events**

- Website must contain the webpage for publishing the latest News/ Announcements /Events.
- The contents in News/Announcement must be controlled by the GIC Re.
- Notices and Circulars: All notices and circulars originating from GIC Re should be listed here. The notices and circulars should be listed date-wise. All notices and circulars should



have a valid date and after date expiry it would be automatically moved to archives section under News and Announcement

### **Financial Highlights**

- Provision of displaying of revenue account, balance Sheet, profit & loss Account, annual results and quarterly results (rupees and US dollar) on the GIC Re website.
- Downloading as well as viewing option should be available for this information.

### **Photo gallery / Media Gallery**

An advanced photo gallery should be developed to publish best quality photos on the website. Some of the unique features of the Photo gallery should be:

- Facility to view/add/edit/delete Images in JPEG, JPG, PNG, GIF and SWF formats etc.
- To allow uploading of Image Name, Image, Image Description and Meta tags for each image.
- Accessible across all browsers like Internet Explorer, Mozilla Firefox, Google Chrome, Safari, Opera etc. and on all different resolutions. Event-wise photographs should be listed under this section. Each photograph would have a brief description. All photographs would be listed in thumb nail (small) size and on clicking on the photograph it should be opened in a new window with original size.
- Events Calendar: List along with details of all forthcoming events should be mentioned under this section. When the date of event passes it should automatically be moved to archives section under events.

### **Media Relation**

Includes Press release (All press releases from GIC Re should be listed under this section), presentations, important dates, newsletters, contact persons and webcasts-audio & video.

### **Careers**

- To Publish Employment/vacancies/notices on the website provided only by the GIC Re Website Administrator.
- Any modification done with the information in careers must capture the information in the database like modification date, user login and reason for modification etc.

### **Download Section**

Includes downloading of various documents including forms, tenders, tenders result, wage revision & other documents. All forms originating from GIC Re should be listed under various categories under forms and downloads sections. The format for all should be PDF file. For each file, brief description along with size of file should be mentioned. Also, these forms should have a valid date and after the expiry date, it should automatically be moved to archives section under forms and downloads. Corporate Brochure should be in e- book format which can be flipped easily. An open source software / add-on can be used to present brochure in a flipped magazine format.

### **Tenders**

The visitors to the site should be able to view the tenders pertaining to departments. The tender would be listed category-wise and date of expiry-wise. If a corrigendum is issued for the tender, then it should be listed below that tender. On expiry of the last date of submission

the tender should be moved to archives section of tender. Also cancelled tenders should be listed under cancelled tenders' section under tenders.

### **Important Links**

Links to various important organizations of Finance Ministry of India - Insurance Division, IRDA, Other Insurance Companies in India etc.

### **Frequently Asked Questions**

Provision of frequently asked questions along with answers to those questions. A list of questions will be provided by GIC Re as and when required to be published.

### **Sitemap**

The website must have the facility of sitemap navigation. Website elements and Sitemap (The sitemap and elements will be finalized during the SRS Phase of the project by GIC Re).

### **Content Management System**

GIC Re website must be developed using the Content Management System. GIC Re Administrator will have all the authorization to approve the content to be added/updated/deleted on the existing web pages through online control panel.

### **Archival management System**

The content must be automatically removed from the website once it gets expired. There must be mechanism for getting reference of the archival documents for future reference on the website.

### **Feedback / Grievance handling**

Provision for visitors to the GIC Re website to post feedback/ grievance through the GIC Re website. The Provision of the feedback/ grievance can be activated as per the requirement of GIC Re.

### **Deliverables:**

Bidder has to handover the Source Code , Patches & Releases ( If any ) , Application Software, All content used in the Designing of the Website, along with Technical Documents, user Manual, functional Manual, installation guide and any other details if required for creation of development environment and hosting, launching of the site to GIC Re for the purpose of copyright and intellectual properties.

## **5.6 Maintenance of the GIC Re Website**

- Maintenance and regular updating of the all associated activities linked with the work related to website.
- Upgradation of the website software platform currently on Joomla to the latest version or platform as and when required.
- Keeping pace with the changing platforms the website should be compatible with all the future operating systems and future browsers.
- Update and Maintenance of the Website for 3 (Three) years.
- Regular content upload to the website, content will be provided by GIC Re.
- Regular archival of data for future reference.
- Home page improvement as may be necessary from time to time.

- Putting a traffic analytics to know number of users, number of hits along with the country wise hits.
- Cyber audit from time to time when any modification/upgradation in coding/design is done and also any vulnerability is reported by cyber security division of NIC / GIC Re.
- Vendor should be able to troubleshoot any unforeseen problems with the website at a short notice.
- Bug fixing, preventive & regular maintenance activity are to be carried out by the vendor. It will also include patch upgrades and version upgrades for the technology used.
- Management and Administration of webserver, server database and necessary framework as applicable.
- Conduct regular testing of servers for security and performance.
- Responding to technical requests (e.g. poor load times etc.).
- Monitoring & optimizing websites for performance (e.g. ensuring sites have enough storage space, are loading quickly etc.)
- There must be monitoring and reporting features to clearly identify adherence to the uptime guarantee, backup frequency and success, website downtime notification service must be used.
- Edit, optimize and incorporate content in the form of text, photographs, images and videos etc. provided by GIC Re into the website.
- Content and Layout Updates: - Changes to Web Pages , Up-loading / removing / creating/moving of web pages, banners, layout updates, modification/development of graphics-animation content, advertisements etc. Providing links to another sites & URL's as and when required.
- The vendor has to keep track of the various updates/changes on GIC Re Website and needs to be shared as and when required by GIC Re.
- Database Management: - Database space management, Deletion of unwanted log files, Monitoring and management of Database space, all activities associated with database administration and performance tuning.
- Website Backup and Restore: - Complete backup of the website (all files in the website directory structure as well as database backup) will be shared by the vendor monthly or whenever requested by GIC Re.

## **5.7 Performance Management**

### **A) SLA Service Management**

- a) SLAs shall be measured on a monthly basis. The Selected bidder's project manager shall submit to GIC Re in the first week of the calendar month, a performance report, which shall document the performance with respect to the service levels during the previous month. These reports will form the basis for the quarterly reviews for the Service level metrics and or addition / changes to the schedule.
- b) Service Availability  
The Normal working hours of service are Monday-Friday 09:30-18:30, but for scheduled activities (for e.g. DR drill, server maintenance, etc.), the selected bidder should extend his support services beyond such normal working hours.

### **B) Service Requests**

GIC Re will communicate over e-mail for any service request.

Service Requests will be consisting of but not limited to as follows:

- Content update request.
- Design changes (look and view)
- Security audit compliance requests and other as per defined in scope of work in Section I

All content upload service request must be attended immediately if no time and date is specified. Service Requests can be converted into the change request on mutual agreement between GIC Re and successful bidder depending upon efforts required for resolution. Change management is for planned changes, scheduled for a future point in time.

### C) Change Requests

Change Requests will consist of but not limited to as follows:

- New web portal design and development apart from Website. E.g. Web based portal like online training / examination portal.
- Custom development, apart from mentioned in Scope of work.
- The change request type will be resolved as per the agreed timeline between GIC Re and Selected Bidder. Every Change Request that is not resolved within the agreed timeline will be considered as breach of SLA attracting penalty as per the Penalty clause.
- The Selected bidder should provide GIC Re with methodologies and tools to demonstrate ability to meet the performance requirements stated in the proposed contractual SLAs.
- The Selected bidder should develop procedures and tools for performance measurements including, but not limited to, the following:
  - i. Quality of work: defect rate, re-work rate
  - ii. Response time
  - iii. Service fulfilment rate
  - iv. User Satisfaction (GIC Re)
- **Response Time:** Response time refers to how quickly support team will acknowledge with solution to an issue being communicated via e-mail.
- **Resolution Times:** A resolution time refers to how long it takes from the time an issue is logged until it is fully resolved.
- All times are from the beginning of the occurrence of the event. Thus, in an emergency, a response is required in one hour's time from the occurrence of the event. A solution has to be provided within a day of the event, and the problem has also to be solved within a day of the occurrence of the event. Penalties associated with missed deadlines are provided elsewhere in this document.

**Proposed service level Summary**

Priority	Definition	Response Time	Resolution Time including Response Time
Very High/ Critical	<ul style="list-style-type: none"> <li>• Entire Website is affected.</li> <li>• Website is down or unreachable.</li> <li>• Core business process cannot be carried out.</li> <li>• Security violation.</li> <li>• Incident has serious impact on critical tasks and no workaround is available.</li> </ul>	1 Hour	4 Hours
High	<ul style="list-style-type: none"> <li>• System cannot function as designed or installed</li> <li>• Compliance timeline is affected.</li> <li>• Multiple users or departments are directly affected.</li> </ul>	1 Day	3 Days
Medium	<ul style="list-style-type: none"> <li>• Small number or small group of users are directly affected.</li> <li>• Isolated incident.</li> <li>• Degraded performance and/or is difficult to use.</li> </ul>	1 Day	7 Days
Low	<ul style="list-style-type: none"> <li>• User requests general information, service or consultation.</li> <li>• Cosmetic enhancements</li> <li>• SEO enhancements</li> </ul>	3 Day	10 Days

**6. IMPORTANT DATES:**

Event / Activity	Date / Time
Release of Request for Proposal (RFP)	<b>1<sup>st</sup> October 2019</b>
<b>Last Date for receipt of Queries from bidders*</b>	<b>7<sup>th</sup> October 2019</b>
<b>Last Date for Submission of e-Tender Bids</b>	<b>15<sup>th</sup> October 2019, 03:00 PM</b>
Opening of Prequalification and Technical Bids	<b>15<sup>th</sup> October 2019, 03:30 PM</b>
Presentation by individual bidders	<b>If required date will be intimated Via e-mail.</b>
Opening of Commercial Bids	<b>To be intimated to the Technical Qualified Bidders and published on website</b>

\* Queries are to be submitted at E-mail: [itmg@gicofindia.com](mailto:itmg@gicofindia.com) (No queries will be accepted on telephone or through any means other than e-mail.)and clarifications on queries will also be uploaded on the GIC Re website <https://www.gicofindia.com> after last date of receipt of queries.

**SECTION – II**

**INSTRUCTIONS / GUIDELINES TO BIDDERS**

**1. BINDING TO ALL - TERMS & CONDITIONS**

The Bidders are advised to submit the Bids strictly based on the terms and conditions and specifications contained in this RFP including amendments, if any, issued by GIC Re prior to the date of submission of the Bids. The formats prescribed in this RFP should be scrupulously followed by the Bidders. Bids that do not comply with the terms and conditions hereof or are incomplete are liable for rejection. The Bidder must take due care and caution in this regard.

**2. METHOD OF BID SUBMISSION**

The Bidders are required to submit their respective Bids as per the instructions given in [ANNEXURE - I](#).

- 2.1 All Bids are to be submitted online on the website <https://gicre.eproc.in> as e-tenders (herein referred to as bids/e-tenders). No Bid shall be accepted off-line. The bids shall be received only “online” on or before the scheduled date and time of bid submission.
- 2.2 The bids received after the specified date & time for receipt of bids shall not be considered.
- 2.3 Pre-Qualification criteria (PQC) is to be uploaded online as per [ANNEXURE – II](#). Further, on request original documents should be produced failing which the bid/ e-tender is liable for rejection.
- 2.4 Technical Bid as per [ANNEXURE - III](#) and other documents sought along with the technical bid are to be uploaded online.
- 2.5 Commercial bid as per [ANNEXURE - IV](#) is to be submitted online.
- 2.6 A self-signed and stamped scanned copy of EMD deposit through NEFT/RTGS as stipulated in Section-II Point 3 below should be uploaded on the E-procurement portal.
- 2.7 In the e-tender system, after uploading the bid, the bidder need not send any documents (hard copy) to the tender inviting authority before opening of technical bid/price bid. If required, after opening of bids, the authenticity of the uploaded documents would be verified by the tender inviting authority. As such on request original documents should be produced failing which the bid/ e-tender is liable for rejection.

**3. EARNEST MONEY DEPOSIT (E.M.D.)**

- Every bidder has to submit non-interest bearing EMD of ₹ 60,000/- (Rupees Sixty Thousand)
- The Bidder must deposit Earnest Money Deposit in the form of the RTGS /NEFT into the account of “General Insurance Corporation of India” as per details given below.

Sr. No.	Details of Bank Account	
1.	Name of Beneficiary	General Insurance Corporation of India
2.	Type of Account	Current
3.	Account Number	001020100010245
4.	Name of the Bank	Bank of India
5.	Name of the Branch	Churchgate, Mumbai
6.	Address of Branch	Eros Building, Churchgate, Mumbai – 400020
7.	MICR Code No.	400013014
8.	IFSC Code No.	BKID0000010

- The RTGS/ NEFT transaction should have been done at least 2 days before the final submission of the bid.
- The EMD will not carry any interest.
- No previous dues of the Bidder shall be adjusted towards the above transaction of EMD
- The bidder shall use a particular RTGS/NEFT transaction for this RFP only, otherwise his Bid will be rejected.
- The account from which the EMD amount is to be deposited/transferred should be in the name of Bidder/authorized person of the Bidder who has digitally signed the Bid.
- Refund of EMD in respect of unsuccessful Bidders will also be made to that specific account only from which the EMD was received. .

### **3.1 FORFEITURE OF EMD**

The EMD submitted by the Bidder will be forfeited in the following circumstances–

- a) if the Bidder withdraws the Bid after acceptance by GIC Re; or
- b) if the Bidder withdraws the bid before the expiry of the Bid Validity Period; or
- c) if the Bidder violates any of the provisions or the terms and conditions of the Bids.
- d) If the Bidder alters its Bids during the Bid Validity Period;
- e) In case of the successful Bidder, if the Bidder fails to furnish the Service Level Agreement, Reciprocal Non-Disclosure Agreement, Integrity Pact, Deed of Indemnity and/or Performance Bank Guarantee in accordance with provisions, terms and conditions of this RFP.

### **3.2 REFUND OF EMD**

- a) EMD of the successful Bidder shall be refunded after delivery and verification of all the system/equipment and execution of Service Level Agreement (SLA), Reciprocal Non-Disclosure Agreement (NDA), Deed of Indemnity, Integrity Pact and Performance Bank Guarantee (PBG)
- b) In case of unsuccessful Bidders, EMD would be refunded after final selection of successful Bidder.
- c) Refund of EMD will be made to the specific account only from which the EMD was received.



#### **4. PREFERENCE TO MICRO AND SMALL ENTERPRISES (MSEs)**

Micro or Small Enterprise bidders classified and registered as such by the government under the MSMED Act, 2006 would be given preference in below areas in this procurement in accordance with the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012.

- a) EMD Waiver: - Bidders classified and registered as Micro or Small Enterprises by the government under the MSMED Act, 2006 shall be exempted from payment of earnest money deposit (EMD) for participation in the tender process.
- b) Price match making facility: - In tender, participating MSE quoting price within band of L1 + 15% shall be offered the contract by bringing down the price to L1 price in a situation where L1 price is from someone other than MSE. In case of Non MSE quoting L1 price and more than one MSE within band of L1 + 15%, the MSE with least price will be offered to match the price of L1. If such MSE rejects the offer, the offer will be made to the MSE with next least price within band of L1 + 15%. If L1 is quoted by Non MSE and no MSE within band of L1 + 15% accepts the offer to supply the services, the Non-MSE with L1 price will be awarded the contract.

MSE's must, along with their bid, provide proof of their being registered as MSE (indicating the terminal validity date of their registration) for the item tendered, with any agency mentioned in the notification of the Ministry of Micro, Small and Medium Enterprises (Ministry of MSME).

#### **5. OPENING OF PRE-QUALIFICATION CUM TECHNICAL BID**

Bidder should follow the server time being displayed on bidder's dashboard at the top of the tender site, which shall be considered valid for all actions of bid preparation, bid submission, bid opening etc., in the e-tender system.

The encrypted bids received will be decrypted and opened online, on the scheduled date and time at the address (mentioned in the covering page of this tender document) in the presence of those bidders who have submitted the bid and wish to remain present. The bidders are required to send their representative/s who is/are vested with powers to take decision. The authorized representative should bring a letter on bidder's letterhead authorizing him/her to attend the bid-opening. Without this letter, he/she may not be allowed to attend the bid-opening meeting.

After evaluation of bid, all the bidders will get the information regarding bid status. Thereafter, a system generated email confirmation will be sent to all bidders. The bidders can check information regarding the status of their bids and ranking on e-procurement portal.

#### **6. PROCEDURE FOR PROCESSING THE BIDS**

- a. Documents containing Pre-Qualification and Technical bids would be opened on the specified date and time.
- b. Technical bids will be evaluated of only those bidders who have met the Pre-Qualification criteria.
- c. The documents submitted by the bidders would be evaluated by the Technical Sub Committee of GIC Re. Bidders with score 70 marks and above on the parameter defined in [Annexure-III](#) will be shortlisted.
- d. Commercial bids would be opened of only those bidders who have been qualified in technical bid. The authorized Signatory of shortlisted bidders who wish to remain present for financial bid opening should bring a letter on bidder's letterhead authorizing him to attend the Financial bid opening. The time, place and the date would be intimated to the shortlisted bidders at a later date.
- e. Commercial bid with the lowest cost will be identified as the successful bidder.

- f. In Commercial bid, if a bidder quotes 'NIL' charges/consideration, the bid shall be treated as unresponsive and will not be considered/shall be rejected

Any bid incomplete in any respect or deviating from the specified format would not be considered. This procedure is subject to changes and the procedure adopted by GIC Re for opening the bids shall be final and binding on all the parties.

## **7. REJECTION OF BIDS**

The bids are liable to be rejected due to any of the following reasons: -

- a. If it is received after the expiry of the due date and time.
- b. If it is not accompanied by the requisite EMD.
- c. If the bid is conditional.
- d. If it is not in conformity with the instructions mentioned herein.
- e. If it is incomplete including non-furnishing of the requisite documents.
- f. Any quotation or billing linked to GIC Re's Assets and/or Revenue will disqualify the bidder.

GIC Re reserves the right to reject any or all the bids submitted by a bidder without assigning any reasons whatsoever and the decision of GIC Re would be final and binding and no communication would be entertained in this regard. GIC Re reserves the right to cancel the tender process partly or fully at its sole discretion at any stage without assigning any reason to any of the participating bidders. GIC Re also reserves the right to re-issue or re-commence the entire bid process without the bidders having the right to object. Any decision of GIC Re in this regard shall be final, conclusive and binding on the bidders.

## **8. BID VALIDITY PERIOD**

Bids should be valid for acceptance for a minimum period of at least **90 (Ninety) days** from the date of opening of Bids. The validity may be extended by mutual consent. Bids with lesser validity period would be rejected.

## **9. DEBARMENT FROM BIDDING**

- (i) A bidder shall be debarred from further bidding under the same or future procurements if he has been convicted of an offence—
  - a. under the Prevention of Corruption Act, 1988; or
  - b. the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- (ii) A bidder debarred under sub-section (i) or any successor of the bidder shall not be eligible to participate in a procurement process of GIC Re for a period not exceeding three years commencing from the date of debarment.

## **10. CLARIFICATION OF BIDS AND SHORTFALL INFORMATION/DOCUMENTS**

During evaluation and comparison of bids, GIC Re may, at his discretion, ask the bidder for clarifications on the bid and /or shortfall information/documents. The request shall be given in writing by registered/speed post/email, asking the bidder to respond by a specified date, and also

mentioning therein that, if the bidder does not comply or respond by the date, his bid will be liable to be rejected. Depending on the outcome, such bids will be rejected or considered further. It is however, clarified that no post-bid clarification at the initiative of the bidder shall be entertained.

## **11. AGREEMENT AND PERFORMANCE BANK GUARANTEE**

The successful Bidder shall enter into a detailed Service Level Agreement (SLA) with GIC Re as per draft given in ANNEXURE - V, within 30 days from the receipt of notification of award of the contract. However, GIC Re reserves the right to alter / vary / amend / modify all or any of the terms set out in the said draft Agreement before the same is signed.

The successful Bidder shall at its own expense provide a Performance Bank Guarantee (PBG) to GIC Re at the rate of 10% of the total Commercial bid value for performance guarantee within 30 days from the receipt of notification of award of the contract from GIC Re, which shall be an unconditional, irrevocable and continuing PBG from a scheduled commercial bank acceptable to GIC Re, payable on demand, for the due performance and fulfillment of the ensuing contract . PBG should be submitted in the format given in ANNEXURE - VI. GIC Re reserves the right to amend/ modify/ delete all or any of the terms set out in the draft PBG before the same is delivered. The PBG should remain valid for a period of SIX MONTHS beyond the date of completion of all contractual obligations of the successful Bidder including warranty obligations. The PBG shall be invoked in the event of breach of the ensuing contract documented in the said SLA by the successful Bidder. On reduction of value of PBG owing to such invocation, the successful Bidder shall forthwith replenish/restore the PBG to its original value.

## **12. INTEGRITY PACT**

The successful bidder is required to enter into an Integrity Pact Agreement with GIC Re to be monitored by the INDEPENDENT EXTERNAL MONITORS (IEMS). IEMs, would review independently and objectively, whether and to what extent Bidders have complied with their obligations under the Integrity Pact. This project will be reviewed by following Independent External Monitors-

1. Shri Bimalendu Chakrabarti
2. Shri N.S.R.C. Prasad

The said Integrity Pact can be downloaded from the 'Media - Downloads – Policies and Guidelines' link on the website <https://www.gicofindia.com/>. The Bidder should submit Integrity Pact Agreement signed by the authorized representative of Bidder with office seal. The Agreement will be counter-signed for and on behalf of GIC Re after opening of the Pre-Qualification cum Technical Bid.

## **13. CODE OF INTEGRITY**

No official of GIC Re or a bidder shall act in contravention of the codes which includes

### **(i) Prohibition of:**

- (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 GIC Re 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 GIC Re related to this RFP or execution process of contract; which can affect the decision of GIC Re 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 a procurement process or to secure a contract;

**(ii) Disclosure of conflict of interest:**

The Bidder participating in a bidding process must not have a Conflict of Interest. A Conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws, rules and regulations.

A bidder may be considered to be in conflict of interest with one or more parties in the bidding process if, including but not limited to:

- (a) Have controlling partners/shareholders in common; or
- (b) Receive or have received any direct or indirect subsidy from any of them; or
- (c) Have the same legal representative for purposes of the bid; or
- (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the procuring entity regarding the bidding process; or
- (e) The bidder participates in more than one bid in a bidding process.

**(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 or of being debarred by any other procuring entity.**

In the event that GIC Re, after giving a reasonable opportunity of being heard comes to the conclusion that a bidder, has contravened any of the above, it may take appropriate measures including removing the bidder's name from the list of registered suppliers, rejecting the bids of the bidder, taking other punitive actions such as cancellation of contracts, banning and blacklisting, debaring the bidder or any of its successors, from participating in any procurement process undertaken by GIC Re, for a period not exceeding two years, or action in Competition Commission of India, and so on.

All bidders are required to abide with the above Code of Integrity and shall sign and submit a declaration in this respect in the format attached as Annexure XII

**14. COMPLIANCE WITH INFORMATION SECURITY POLICY**

The selected bidder shall follow the Information Security Policy of GIC Re. In case the selected bidder is found to be in violation of the said policy, GIC Re reserves the right to terminate the contract in addition to any other remedies for breach, injunctive relief and indemnity as per the contract and the applicable laws.

**15. NON-DISCLOSURE AGREEMENT**

The Successful bidder shall sign Non-Disclosure Agreement (NDA) as per [ANNEXURE - VII](#) with GIC Re for the entire contract period to maintain and protect the confidentiality of data and information.

The bidders will treat data and information about the GIC Re, obtained in the execution of this e-Tender including any business, technical or financial information, in strict confidence and will not reveal such information to any other party.

## **16.DEED OF INDEMNITY**

The Successful bidder shall execute and furnish to GIC Re a Deed of Indemnity as per ANNEXURE - VIII.

## **17.GENERAL TERMS**

- a. The contract shall be in force for a period of 5 years. However, the contract can be extended further as mutually decided by GIC and the selected bidder.
- b. If at any point of time, the services of the successful bidder are found to be non-satisfactory then the contract will be terminated, after giving notice in advance as mentioned in Service Level Agreement.
- c. The successful bidder will not sub-contract or permit any personnel other than successful bidder's own employee/engineers to perform any service or other activities required by GIC.
- d. Correct technical information of the service being offered must be completely filled in. Filling up of the information using terms such as "OK", "Accepted", "Noted", "As given in Brochure/Manual" "negotiable", "to be discussed" is not acceptable. GIC Re may treat such bids as not adhering to the guidelines and as unacceptable.
- e. Amendments/Corrigendum in the RFP document, if any, would be hosted on our website only.
- f. GIC Re reserves the right to - Add, modify, relax or waive any of the conditions stipulated in this RFP whenever deemed necessary.
- g. The bidder must submit the bid document online well in advance before the prescribed time to avoid any delay or problem during the submission process.
- h. GIC Re will not be held responsible for any technical snag or network failure during on-line bidding.
- i. It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-tender website.
- j. GIC Re shall not be liable to the bidders for any direct / indirect loss or damages incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures under any circumstances.
- k. In case of any technical assistance on bid preparation/submission, login, registration, etc., kindly contact the following team: -

<b>HELPDESK NUMBERS ARE OPEN BETWEEN 1000 HRS to 1800 HRS IST</b>		
<b>(MONDAY TO FRIDAY (Exclusions: GIC Re HOLIDAYS))</b>		
<b>Contact Nos. and email IDs for helpdesk officers</b>		
<b>Dedicated email</b>	<b>gicresupport@c1india.com (Please email your issues before your call helpdesk. This will help us serving you better.)</b>	
<b>Global support number</b>	<b>+91-22-66865600</b>	
<b>Dedicated helpdesk for GIC Re Suppliers</b>		
<b>Name</b>	<b>Email</b>	<b>Phone Numbers</b>
<b>Ujwala Shimpi</b>	<b><a href="mailto:ujwala.shimpi@c1india.com">ujwala.shimpi@c1india.com</a></b>	<b>+91-22-66865608/10</b>
<b>Fairlin Jivin</b>	<b><a href="mailto:fairlin.jivin@c1india.com">fairlin.jivin@c1india.com</a></b>	<b>+91-22-66865603</b>



1. In case of any tender-related queries, kindly contact us at: -

**General Insurance Corporation of India,  
ITMG Department, 1st Floor, Suraksha,  
170, J. Tata Road, Churchgate, Mumbai-400020  
Phone: +91-22-2286 7113, 7115, 7156, E-mail: [itmg@gicofindia.com](mailto:itmg@gicofindia.com)**

## **18. SCHEDULE, PAYMENT TERMS**

The stipulated delivery schedule is as per SLA: -

1. The successful bidder should complete the website redevelopment and migration to proposed hosting environment project within 60 days of accepting the purchase order, however if required, the duration can be extended by written approval from GIC Re. During the course of redesigning, successful bidder has to maintain the existing website of GIC Re.
2. Maintenance period will be for three years from the date of acceptance of Purchase Order.
3. Bidders should consider all the costs required for successful running of GIC Re website. GIC Re will not be liable to pay any extra cost, charges or out of pocket expenses.
4. Payment for the cost of redesigning and development will be released after signoff for successful completion of the scope of work.
5. Payment for annual maintenance will be released at the end of each year of maintenance based on satisfactory performance during the year.

## **19. LIQUIDATED DAMAGES**

In the event of non-performance and/or breach of any of the terms of the contract, GIC Re will be entitled to liquidated damages as per SLA .

## **20. TERMINATION OF CONTRACT**

GIC Re shall have the unilateral right to terminate any agreement/contract(s) formed between GIC Re and the successful bidder(s) as per “Termination Clause” of annexed Service Level Agreement.

## **21. DISASTER RECOVERY SUPPORT**

- Selected bidder shall set up the Disaster Recovery (DR) site for website hosting environment.
- Selected bidder should ensure that the DR site should be in different seismic zone.
- Selected bidder shall configure and ensure uninterrupted replication of Data between both the sites. Monitoring tools for the entire DR Setup has to be provided as well.
- The selected bidder would be solely responsible for implementation of all applications at DR site. All costs including licenses for application, OS, replication tools or databases if any shall be borne by the selected bidder.
- Design and document an efficient disaster recovery solution in lines with the requirements of GIC Re and as per the RTO of 1 Hour and RPO of 15 Minutes.
- Automated switchover/ failover facilities (during DC failure & DR Drills) to be provided and ensured by selected bidder. The switchback mechanism shall also be automated.
- Selected bidder shall provide support for the development and configuration of any additional scripts for successful working of DR.
- Selected bidder shall provide support for the development of detailed activity plans for recovery for all systems.

## **22. INTELLECTUAL PROPERTY RIGHTS**

All plans, drawings, specifications, designs, reports, software configuration, customized materials used to provide the services (for such items as source code, object code, user manuals and documentation) other documents prepared by the successful bidder for GIC Re under this contract shall become and remain the property of GIC Re. The Selected bidder may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from GIC Re, and GIC Re reserves right to grant or deny any such request.

## **23. SUB-CONTRACTING**

Neither the contract hereunder nor any part thereof shall be sub-contracted or assigned by the selected bidder without the specific written consent of GIC Re. If such consent is granted, the selected bidder shall ensure that the sub-contractor complies with all the requirements of this RFP and the contract and the selected bidder shall remain liable to GIC Re for all acts and omissions of the sub-contractor as if they were acts and/or omissions of the selected bidder himself.

## **24. BIDDER'S UNDERSTANDING OF THE RFP**

In responding to this RFP, the Bidder accepts the full responsibility to understand the RFP in its entirety, and in detail, including making any inquiries to GIC Re as necessary to gain such understanding. Bidder accepts sole responsibility with regard to any mistake as to fact pertaining to the services sought, and GIC Re shall have the sole discretion to cancel the award to the bidder who is at material variance with the object of this RFP. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever to GIC Re.

## **25. GOOD FAITH STATEMENT**

All information provided by GIC Re in this RFP is offered in good faith. Individual items are subject to change at any time. GIC Re makes no certification that any item is without error. GIC Re is not responsible or liable for any use of the information or for any resulting claims.

## **26. PUBLICITY**

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

## **27. SERVICE REQUEST**

The successful bidder should ensure that the services are delivered on time. The successful bidder should provide 9 A. M to 7 P.M support from Monday to Saturday . The successful bidder should try to keep the response time as low as possible. The communication of service requests would be done through e-mails. The successful bidder should have a separate e-mail Id for purpose of service requests.

## **28. ANTI FRAUD AND CORRUPTION**

It is the GIC Re's policy to require that GIC Re as well as the bidders observe the highest standard of ethics and propriety during the procurement process, execution of the contract, the contract duration and thereafter (hereinafter referred to as the 'Contract Cycle').



**Definitions:**

In pursuance of this policy, the GIC Re defines, for the purpose of this provision, the terms set forth below as follows:<sup>1</sup>

- (i) “Corrupt Practice” means the offering, promising, giving, receiving or soliciting, directly or indirectly, anything of value, either tangible or intangible, which a person is not entitled to, to influence or which has the potential to influence the action of an official during the Contract Cycle;
- (ii) “Fraudulent Practice” means the following:
  - a) a misrepresentation or omission of facts or submission of fake or forged documents in order to influence any component of the Contract Cycle;
  - b) an intentional act of commission or omission designed to deceive, resulting in GIC Re suffering a loss and/or the perpetrator achieving a gain.
- (iii) “Collusive Practices” means a scheme or arrangement whether formal or informal, between two or more bidders, with or without the knowledge of the GIC Re, designed to establish prices at an artificial, noncompetitive levels or which affects submission or non-submission of bids;
- (iv) “Coercive Practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the contract cycle;

Misdemeanor for this purpose shall include Corrupt, Fraudulent, Collusive and Coercive practices which shall carry meanings as per the definitions above.

**Measures to be taken by the GIC Re:**

- a) GIC Re will be within its rights to terminate the contract with the selected bidder for any Misdemeanor during the Contract Cycle, ban/blacklist/debar the bidder from this and further procurements and the like.
- b) GIC Re will be within its rights to take any other action against the bidder deemed appropriate as per the terms of this RFP, the ensuing SLA as well as the law of the land.

**Measures to be taken by the Bidders:**

- a) The bidder shall during the entire Contract cycle, comply with the provisions of the Anti-Fraud Policy of GIC Re and not commit any Misdemeanor.
- b) The bidder shall procure the compliance with the above obligations (as mentioned in a.) from its associated persons, officers, employees, agents, subcontractors or independent contractors as may be used for the fulfilment of its obligations under this RFP and the ensuing SLA during the entire Contract cycle.

- c) The bidder undertakes that the bidder shall be responsible to GIC Re for the Misdemeanours and non-compliance of the Anti-Fraud Policy committed by the above-named persons during the entire Contract cycle.
- d) If the bidder gains knowledge of any conduct by any of its associated persons, officers, employees, agents, subcontractors or independent contractors which constitutes a Misdemeanor or non-compliance of the Anti-Fraud Policy, or if it has reasonable suspicion of the existence of such conduct, it shall immediately inform GIC Re of such knowledge and if requested by GIC Re, provide information it may reasonably require regarding such conduct.

## **29.COMMUNICATION**

Verbal communication shall not be effective unless formally confirmed in writing by GIC Re. In no case shall verbal communication govern over written communication.

Bidder's queries related to this RFP are to be directed via e-mail to:

E-mail : [itmg@gicofindia.com](mailto:itmg@gicofindia.com)

Telephone : 022-22867124/115

Queries shall include, but are not limited to:

- Questions concerning this RFP: Questions must be submitted in writing via the email address provided and be received before the last date for receipt of Queries from bidders as mentioned in section I under important dates.
- Errors and omissions in this RFP and enhancements: Bidders shall bring to notice of GIC Re any discrepancies, errors, or omissions that may exist within this RFP. With respect to this RFP, Bidders can recommend to GIC Re any enhancements that might be in the best interest of GIC Re. These recommendations must be submitted via e-mail and be received before the last date for receipt of Queries from bidders as mentioned in section I under important dates.

GIC Re will make a good-faith effort to provide a written response to all queries. Written responses will be uploaded on GIC Re Website (<https://www.gicofindia.com>).

## **30. NON-CONFORMITIES BETWEEN FIGURES AND WORDS:**

In the event, non-conformities/errors are observed in responsive Bids between the quoted prices in figures and in words, it shall be taken care of in the manner indicated below:

- i) If, in the price quoted, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail, and the total price corrected accordingly;
- ii) If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail, and the total shall be corrected; and
- iii) If there is a discrepancy between words and figures, the amount in words shall prevail;

iv) Such a discrepancy in an offer shall be conveyed to the Bidder asking him to respond by a target date and if the Bidder does not agree to GIC Re's observation, the Bid shall be liable to be rejected.

### **31. NO AGENCY:**

The relationship between the Parties shall be that of independent contractor and contractee. Neither Party shall be deemed to be an agent of the other in connection with the exercise of any rights hereunder, and neither shall have any right or authority either express or implied to assume or create any obligation or responsibility on behalf of the other.

The selected bidder shall comply with all laws, rules and regulations applicable to the services being procured hereunder and all applicable laws, rules and regulations to which it may be subject from time to time.

However, if due to any deeming fiction or if the law otherwise provides for a situation where GIC Re may be held vicariously or otherwise liable for acts of selected bidder, the selected bidder shall protect, indemnify and hold harmless GIC Re in respect of any losses, costs, damages whether direct or indirect arising out of the failure, omission or non-observance of any laws, rules or regulations which it was expected to comply with hereunder or any act of the selected bidder which as a reasonable man, it should not have committed.

### **32. CONTRACT VARIATIONS FOR CONSULTANCY AND OTHER SERVICES**

The selected bidder agrees that the requirements given in the RFP and the ensuing contract are broad requirements and are in no way exhaustive and guaranteed by GIC Re.

GIC Re at any time by written Change Order may change the scope of work of this RFP and the ensuing contract, including the specifications, statement of work, number and design criteria of any of the components thereof, delivery dates/timing of submission of reports, personnel inputs, timing of an activity or a particular output.

If any such change has cost or time implications for the selected bidder, GIC shall adjust price and delivery schedules equitably through a further written Change Order, on the written request of the selected bidder. The selected bidder further understands and agrees that if any such change entails any reduction in the scope of work, then the cost and/or time benefits shall be passed on to GIC Re through a mutual Change Order in writing.

The selected bidder shall not make any change in the scope of work of this RFP and the ensuing contract without the prior written approval of GIC Re.

The selected bidder further understand and agree that any alteration, variation or addition in the scope of work necessitated by amendments and/or additions to any laws, rules or regulations before the time of award of the contract or during the currency of the contract shall not be considered a subject of a Change Order, provided that the nature of the mandate introduced by the law, rule or regulation is of such a nature that its non-inclusion, exclusion or alteration would render the subject matter of the procurement infructuous or expose GIC Re to the risk of non-compliance with applicable laws, rules or regulations.

All such contract variations carried out via Change Orders shall be recorded in the form of an amendment to the SLA.

Provided that any upward revisions and/or additions to the Scope of Work of this RFP, consequent to errors, omissions, ambiguities, discrepancies in the specification etc. of the RFP which the selected bidder had not brought to GIC Re's notice at the time of the Bids shall not constitute a Change Order and such upward revisions and/or additions shall be carried out by the selected bidder without any time and cost implications to GIC Re.

### **33. GOVERNING LAW AND JURISDICTION**

- a) The validity, construction and performance of this RFP and the ensuing contract shall be governed by and construed in accordance with the laws of India.
- b) Subject to the provisions of the Arbitration clause, if any, contained in the ensuing contract, the Parties agree to submit to the exclusive jurisdiction of a court of competent jurisdiction at Mumbai, India and to comply with all requirements necessary to give such court the jurisdiction.

### **34. RIGHT TO AUDIT**

GIC Re reserves the right to conduct an audit at the selected bidder to determine whether the activities are being performed as required by the RFP and as agreed in the contract.

### **35. ADHERENCE TO STATUTORY OBLIGATIONS/COMPLIANCE WITH LAWS**

The selected Bidder should adhere and comply with all the applicable laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities of India.

### **36. VERIFICATION OF DOCUMENTS**

Documents and/or reports submitted by the successful bidder shall be verified as per Standard Operating Procedure (hereinafter referred to as 'SOP') Version 1.0. Notwithstanding anything contained anywhere in this RFP or the ensuing Agreement, non-compliance as per SOP norms will result in termination of contract or imposition of appropriate liquidated damages for any penalties imposed on / damages suffered by GIC Re, either pecuniary or otherwise. The said SOP can be downloaded from the website of GIC Re.

## E-Tender Process

### 1. Service provider/Vendor Registration:

- i. Bidders are required to enroll on GIC Re e-Procurement portal by <https://gicre.eproc.in>. Enrolment on the GIC Re e-Procurement portal is free of charge.
- ii. During enrolment / registration, the bidders should provide the correct/true information including valid email-id & mobile no. All the correspondence shall be made directly with the bidders through email-id provided.
- iii. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- iv. For e-tendering process, bidder should possess valid Digital Signature Certificate (Class III Certificates with signing & encryption copy) which can be obtained from SIFY/ TCS/ nCode/ eMudra or any Certifying Authority recognized by CCA India on eToken Smart Card.
- v. Upon enrolment on GIC Re e-Procurement portal for e-e-tendering, the bidders shall register their valid Digital Signature Certificate (DSC) with their profile.
- vi. Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
- vii. Bidders can then log into the site through the secured login by entering their user ID password and the password of the DSC / eToken.

**Note: Those bidders who have already enrolled in the e-Procurement portal are not required to follow step 1.**

### 2. Preparation of Bids by Registered Service provider /Vendor

- i. For preparation of bid, Bidders shall search the RFP from published RFP list available on web site and download the complete e-tender document and should take into account corrigendum if any published before submitting their bids.
- ii. Any clarifications, if required, may be obtained through the contact details given under Section II point 20.
- iii. Bidders should keep the bid documents ready in advance that are needed to be submitted as indicated in the RFP document in PDF format only.
- iv. Bidder shall go through the e-tender carefully to understand the documents required to be submitted as part of the bid. Any deviation from the terms and conditions of the RFP may lead to rejection of the bid.

### 3. Submission of Bids by Registered Service provider /Vendor:

- i. Bidder should log into the site well in advance for bid submission so that he / she uploads the bid in time i.e. on or before the bid submission time.
- ii. Bidder should deposit the EMD as per the instructions specified in the RFP on or before the last date & time mentioned in the RFP, otherwise the uploaded bid will be rejected.
- iii. While submitting the bids online, the bidder shall read the terms & conditions of RFP and accept the same in order to proceed further to submit his/her bid.
- iv. Bidder shall digitally sign and upload the required bid documents one by one as indicated in the RFP according to specified cover.

- v. Bidders shall note that the very act of using DSC for downloading the RFP and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the RFP without any exception and have understood the complete RFP and are clear about the requirements of the RFP
- vi. Bidders shall submit their bids through online e-tendering system to the Competent Authority well before the bid submission end date and time (as per Server System Clock). The Competent Authority will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders.
- vii. Bidder should follow the server time being displayed on bidder's dashboard at the top of the e-tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening, etc. in the e-tender system.

**Annexure II**

**Pre-Qualification Criteria**

GIC Re will evaluate proposals, and select the firm based on following criteria.

1. The bidder should be a company incorporated under The Companies Act 1956 or The Companies Act 2013. The bidder should submit a copy of Certificate of Incorporation.
2. The bidder should have registered office and a development center in India. (Details of registered office and development center to be provided on the letter head of the company).
3. The bidder's company should have an annual turnover of ₹1 crore (Rupees One crore) or more during the last financial year (2018-19). (Bidder should submit audited financial statement for the period mentioned).
4. The bidder's company should have made profit during the last financial year (2018-19). (Bidder should submit audited financial statement for the period mentioned).
5. The bidder should have developed and maintained
  - a. Minimum 20 web sites in the last 10 financial years (i.e., purchase order received during the period 2009-10 to 2018-19) out of which 5 web sites should have been for Government bodies/PSUs/PSEs.
  - b. Minimum 10 web sites in the last 5 financial years (i.e., purchase order received during the period 2014-15 to 2018-19).

The bidder should provide all the required details as per format given in Annexure III of tender document and upload respective purchase orders along with pre-qualification cum technical bid.

6. The bidder should host the application in any one of the Cloud Service Providers (CSPs) empaneled by ministry of electronics and information technology (MeitY) as on the date of release of tender(detailed list is available at : <http://meity.gov.in/content/gi-cloud-meghraj>).The CSP should be audit compliant and have STQC (Standardization Testing and Quality Certification) status as compliant. Hosting and storage must be in India only. The bidder should provide CSP details as per Annexure XI of the tender document on the letterhead of the company.
7. The bidder should not have been blacklisted by any department or undertaking of the Government of India/State governments. The Bidder should submit Undertaking as per ANNEXURE - X of tender document on the official letter head of the company.
8. The Bidder is required to enter into an Integrity Pact with GIC Re. The Bidder should submit Integrity Pact Agreement on a stamp paper of ₹ 100/- duly signed by the authorized representative of the Bidder with office seal. The Agreement will be counter-signed for and on behalf of GIC Re after opening of the Pre-Qualification cum Technical e-Tender.



**TECHNICAL BID SCHEME OF MARKS**

**Name of Bidder:**

Sr. No.	Particular	Marks
<b>A</b>	<b>General Parameters</b>	<b>(30 marks)</b>
	Profile of existing key personnel/team members	(15 marks)
	Experience of development of websites for Government / Semi Government organizations	(10 marks)
	Additional Services other than mentioned in Scope of work	(05 marks)
<b>B</b>	<b>Parameters for existing Design and Development Projects</b>	<b>(30 marks)</b>
	Overall design, look and feel, page layouts, navigations, user friendliness, browser compatibility, database design, content management tools, administrative tools.	(30 marks)
<b>C</b>	<b>Parameters for proposed Design and Development project</b>	<b>(40 marks)</b>
	Proposed methodology and technology, technology platform, maintenance and support methodology	(30 marks)
	Other web application development allied services including security, backup and recovery, downtime notification services in selected hosting environment.	(10 Marks)

The technical bid should provide detailed information covering the following:

S. No	Description	Details (Please attach additional documents wherever relevant)		
1.	Total staff of the company			
2.	Year of starting web services			
3.	<b>Details of the core technical staff to be deployed for GIC Re website project</b>			
	<b>S. No.</b>	<b>Name</b>	<b>Field of expertise</b>	<b>No. of years of experience</b>
	1.			
	2.			
	3.			
4.	Details of websites/ web portals developed ( a. Minimum 20 web sites in the last 10 financial years (i.e., purchase order during the period 2009-10 to 2018-19) out of which 5 web sites should have for Government bodies/PSUs/PSEs. b. Minimum 10 web sites in the last 5 financial years (i.e., purchase order during the period 2014-15 to 2018-19).			

<b>List of websites and their URLs, along with customer details are to be furnished in the below format. The respective purchase orders are to be attached along with pre-qualification cum technical bid.</b>							
S. No	Name of organization	Date of Purchase order	URL	Type of organization (PSU/Semi Govt/Govt/Private)	Multilingual (Yes/No)	Brief details of website	
1.							
2.							
3.							
...							
20							
<b>5. Additional Services other than mentioned in the scope of work</b>							
<b>6. Parameters for existing Design and Development Projects</b>							
S. No	Website URL	Type of Website (Static/Website)	Design Platform	Content Management Tool / Administration Tool	Browser Compatibility	Database Used	
1.							
2.							
3.							
...							
20							
<b>7. Parameters for proposed Design and Development project.</b>							
Proposed methodology managing GIC Re website development							
Technology platform							
Maintenance and support methodology							
Name of the Hosting Provider							
Backup and Recovery details							
Proposed Security solution							
Allied notification service							
<b>8. Any similar work order of Rs.10 Lacs or more? If yes, then mention</b>							
S. No	Name of the organization	Type of Organization (Semi Govt/PSU/Govt/Private)	Type of work done	Manpower allocated	Execution Duration		
1.							
2.							
3.							

**COMMERCIAL BID**

**REQUEST FOR PROPOSAL(RFP) FOR HOSTING AND MAINTENANCE OF GIC Re WEBSITE WITH PARTIAL DEVELOPMENT AND RE-DESIGN**

Sr. No.	Components	Cost (in ₹.)		
		Year 1	Year 2	Year 3
1	One Time Set-up Cost (OTC): Cost of migration to a new hosting environment, and re-design and migration of the GIC Re website as per scope of work			
2	Annual Maintenance Cost (AMC): For details: as mentioned in point no. 5.6 under Section I			
3	Change Request (CR)*: For details: as mentioned in point no.5.7C under Section I			
	<b>Grand Total (1 + 2 + 3)</b>			

\* Assume that one major change request will take place within 3 years. This is for determining the L1 price only. The actual change requests will be as per requirement (including possibly no change request at all). The cost mentioned should be considering a change request of 50 man-hours .

**Other Terms:**

- (1) The quoted price shall be Indian ₹ (INR).
- (2) The bidder should quote only the base price. Taxes as applicable will be paid additionally at actuals. There shall be no escalation in the prices once the prices are fixed and agreed to by GIC Re and the vendor. But any benefit arising out of any subsequent reduction in the prices due to reduction in duty & taxes after the prices are fixed should be passed on to GIC Re.
- (3) The bidder cannot quote '0' (zero) in any of the price fields of the above bid. Kindly note that words like 'Nil', 'to be discussed', 'as applicable', etc. will not be considered and the bid shall be treated as unresponsive. Such bids are liable to be cancelled.

The L1 bidder will be selected on the basis of grand total as per commercial bid.

**SERVICE LEVEL AGREEMENT**

(To be typed on stamp paper worth ₹500/-)

This Service Level Agreement (“Agreement”) is made and entered into on this \_\_\_ day of \_\_\_\_\_ 2019

BY AND BETWEEN

General Insurance Corporation of India, incorporated under the Companies Act, 1956 having its registered office at Suraksha, 170, J. Tata Road, Church gate, Mumbai- 400020 (hereinafter referred to as "GIC Re"), which expression shall, unless it be repugnant to the meaning and context thereof, include its successors and permitted assigns of the one part.

AND

\_\_\_\_\_, a Company incorporated under the Companies Act, 1956/2013, having its registered office at \_\_\_\_\_, (hereinafter referred to as "Vendor"), which expression shall, unless it be repugnant to the meaning and context thereof, include its successors and permitted assigns of the other part.

Both of which are individually referred to herein as ‘a Party’ and collectively as ‘the Parties’.

**RECITALS**

WHEREAS GIC Re is desirous of appointing a Vendor for **“HOSTING AND MAINTENANCE OF GIC Re WEBSITE WITH PARTIAL DEVELOPMENT AND RE-DESIGN”** conforming to all the specifications as per the Request for Proposal No. \_\_\_\_\_, dated \_\_\_\_\_ (hereinafter referred to as “RFP” which expression shall include all attachments and annexures thereto as well as all amendments, modifications, alterations, addendums and corrigendum thereto.

AND WHEREAS GIC Re has called for bids from eligible bidders pursuant to the RFP.

AND WHEREAS the Vendor represents that it has the necessary resources and experience for providing **“FOR HOSTING AND MAINTENANCE OF GIC Re WEBSITE WITH PARTIAL DEVELOPMENT AND RE-DESIGN ”** and has submitted its Bid for providing the required services in accordance with the terms and conditions set forth herein and, in the RFP, and any other reasonable requirements of GIC Re communicated from time to time.

AND WHEREAS the Vendor has submitted its technical and commercial bid during the e-tendering process which has been considered as appropriate by GIC Re based on the documents submitted by the Vendor.

AND WHEREAS GIC Re has accepted the bid of the Vendor based on the documents submitted by it under the tendering process and has issued Purchase Order No. \_\_\_\_\_ Dated \_\_\_\_\_.

Now in consideration of the promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged it is hereby agreed to, by and between the Parties as under:

## 1. Definitions:

In this Agreement, the following terms shall be interpreted as follows:

- 1.1 “Confidential Information” will have the same definition as given in the Reciprocal Non-Disclosure Agreement (NDA) entered into between GIC Re and the Vendor.
- 1.2 “Agreement” means the agreement entered into between GIC Re and the Vendor as recorded in this contract form signed by GIC Re and the Vendor including all Attachments and Annexes hereto, the RFP, the agreed terms as set out in the technical and commercial Bids, all documents incorporated by reference therein and amendments, alterations and modifications done to any of the above from time to time;
- 1.3 “Document” means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes and databases or microfilm or computer-generated microfilm.
- 1.4 “Effective Date” means the date on which this Agreement is signed and executed by the Parties hereto. If this Agreement is executed in parts, then the date on which the last of such parts is executed shall be construed to be the Effective Date;
- 1.5 “Intellectual Property Rights” means any patent or patent applications, copyright, trademark, trade name, logo, sign symbol, business name, internet domain names, email address names, design, trade secret, permit, service marks, brands, propriety information, moral rights, knowledge, technology, licenses, databases, computer programs, software, know how, rights in confidential information, rights in invention or other form of intellectual property right, title, benefits or interest, whether registered or unregistered and including any form of application for any of the foregoing which may already exist or may be created anywhere in the world, whether arising before or after the execution of this Agreement and the right to ownership and registration of these rights;
- 1.6 “Kick Off Meeting” means a meeting convened by GIC Re to discuss and finalize the work execution plan and procedures with the Vendor.
- 1.7 “Vendor’s Team” means the employees of the Vendor, its authorized agents and representatives or other personnel employed or engaged either directly or indirectly by the Vendor for the purposes of implementation of this Agreement.
- 1.8 “Negligence” means: any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences which such person or entity knew or should have known or with reasonable diligence could have known to result from such act or failure to act. Notwithstanding the foregoing, negligence shall not include any action taken in good faith for the safeguard of life or property,
- 1.9 “Willful Misconduct” means: “intentional disregard of good and prudent standards of performance or proper conduct under this Agreement with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.
- 1.10 “Parties” means GIC Re and the Vendor and “Party” means either of the Parties;
- 1.11 “Service” means facilities/services to be provided as per the requirements specified in the RFP and this Agreement and any other incidental services, such as supply, maintenance, provision of technical assistance and other such obligations of the Vendor covered under this Agreement;
- 1.12 “Service Specification” means and includes detailed descriptions, statements to technical data, performance characteristics, and standards as applicable and as specified in this Agreement or the RFP as well as those specifications relating to Industry standards and codes applicable to the performance of the work, work performance quality and the specifications affecting the works or any additional specification required to be produced by the Vendor to meet the design criteria or completion of the Services.

- 1.13 “The Contract Price” means the price payable to the Vendor under the Agreement for the full and proper performance of its contractual obligations on its part.
- 1.14 “Bids” means the technical and commercial bids submitted by the Vendor in response to the RFP.

## 2. Interpretation

In this Agreement unless a contrary intention is evident:

- 2.1 the Clause headings are for convenient reference only and may not be used for interpretation;
- 2.2 unless otherwise specified a reference to a clause number is a reference to all its sub-clauses;
- 2.3 unless otherwise specified a reference to a clause or sub-clause is a reference to the clause or sub-clause of this Agreement including any amendments or modifications to the same from time to time;
- 2.4 a word in the singular includes the plural and a word in the plural includes the singular;
- 2.5 a word importing a gender includes any other gender;
- 2.6 a reference to a person includes a partnership and a body corporate;
- 2.7 a reference to legislation includes legislation repealing, replacing or amending that legislation;
- 2.8 where a word or phrase is given a particular meaning, it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.
- 2.9 in the event of an inconsistency or conflict between the terms of this Agreement, the RFP and the Bids, the terms of the RFP shall prevail over and supersede the Bids to the extent of the terms mentioned in the RFP but not on the terms modified under this Agreement. Any changes to the terms of the RFP and/or any additions thereto made in this Agreement shall prevail over and supersede the RFP. In the absence of any inconsistencies, the RFP shall bind the Parties in addition to terms and conditions of this Agreement.
- 2.10 The rule of construction that the contract shall be interpreted against the Party responsible for the drafting or preparation of the contract, shall not apply.
- 2.11 The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

## 3. Conditions precedent

This Agreement is subject to the fulfillment of the following conditions precedent by the Vendor.

- 3.1 The Vendor shall at his own expense deposit with GIC Re within 14 days from the receipt of notification of award of the contract from GIC Re, an unconditional, irrevocable and continuing Performance Bank Guarantee (PBG) from a scheduled commercial bank acceptable to GIC Re, payable on demand, for the due performance and fulfillment of this Agreement. The PBG shall be denominated in the currency of India, INR and shall be in the form of a Bank Guarantee Bond. The PBG shall be valid for a period of 60 days beyond the date of completion of all contractual obligations including warranty obligations, renewable as may be stipulated by GIC Re.

The PBG amount shall be INR \_\_\_\_\_/- (10% of the Contract Price) and PBG shall be in the format attached as Annexure VI to the RFP. All charges whatsoever such as premium, commission etc. with respect to the PBG shall be borne by the Vendor.

No interest shall be payable on the PBG.



In the event of the Vendor being unable to service this Agreement for whatever reason or any breach of the terms of this Agreement, GIC Re would invoke the PBG. On reduction of value of PBG owing to such invocation, the successful Bidder shall forthwith replenish/restore the PBG to its original value.

Notwithstanding and without prejudice to any rights whatsoever of GIC Re under this Agreement, the proceeds of the PBG shall be payable to it as compensation for any loss resulting from the Vendor's failure to complete its obligations under this Agreement.

- 3.2 The Vendor shall obtain all statutory, regulatory and other approvals required for the performance of the Services under this Agreement.
- 3.3 The Vendor shall execute an Integrity Pact with GIC Re which essentially envisages an agreement committing officials/representatives of the Parties to this Agreement (covered in terms of the threshold limit set by GIC Re), not to exercise any corrupt influence on any aspect of this Agreement.
- 3.4 The Vendor shall furnish a Deed of Indemnity in the format attached as Annexure VIII with the RFP.
- 3.5 The Vendor shall furnish the Code of Integrity undertaking in the format attached as Annexure XII with the RFP.
- 3.6 The Vendor shall sign the Non-Disclosure Agreement (NDA) in the format attached as Annexure VII with the RFP.

GIC Re reserves the right to waive any or all of the conditions specified in this clause in writing and no such waiver shall affect or impair any right, power or remedy that GIC Re may otherwise have.

#### 4. Verification of documents

Documents and/or reports submitted by the Vendor shall be verified as per Standard Operating Procedure (hereinafter referred to as 'SOP') version 1.0 as well as SOP for GIC Re ITMG Procurement Guidelines 2015 Version 1.0. Notwithstanding anything contained anywhere in this Agreement, non-compliance as per SOP norms will result in termination of the Agreement or imposition of appropriate liquidated damages for any penalties imposed on / damages suffered by GIC Re, either pecuniary or otherwise. The said SOPs can be downloaded from the website of GIC Re.

#### 5. Representations & warranties

The Vendor hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term, expiration and termination hereof, the following:

- 5.1 That the Vendor is a validly organized entity and has the requisite experience of, the technical know-how, the professional skills, the financial wherewithal for providing "**HOSTING AND MAINTENANCE OF GIC Re WEBSITE WITH PARTIAL DEVELOPMENT AND RE-DESIGN**" and has the ability, the power and the authority that would be required to successfully provide the Services sought by GIC Re for the purposes of this Agreement.
- 5.2 That the Vendor is not involved in any litigation or legal proceedings, pending, existing, and



- potential or threatened, that may have an impact of affecting or compromising the performance or delivery of Services under this Agreement.
- 5.3 That the representations and warranties made by the Vendor in the bid or in this Agreement are and shall continue to remain true and the Vendor will fulfill all the requirements as are necessary for executing the obligations and responsibilities as laid down in this Agreement and the RFP and unless GIC Re specifies to the contrary, the Vendor shall be bound by all the terms of the RFP and this Agreement throughout the term of this Agreement.
- 5.4 That the Vendor has the professional skills, personnel, resources and statutory, regulatory and other authorizations that are necessary for providing all such services as are necessary to fulfill the Services stipulated in the RFP, the Bids and this Agreement.
- 5.5 That there shall not be any privilege, claim or assertion made by a third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, movable or immovable as mentioned in any Intellectual Property Rights, licenses and permits.
- 5.6 That the Vendor shall use only such assets of GIC Re as GIC Re may permit for the sole purpose of execution of its obligations under the terms of this Agreement. The same shall be used in a reasonable manner. The Vendor shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.
- 5.7 That the Vendor shall procure all the necessary permissions, approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep GIC Re indemnified in relation thereto.
- 5.8 That the Vendor will ensure that execution of the Services and the Scope of work herein are and shall be in accordance and in compliance with all applicable laws, including laws applicable to it as the provider of information technology products and services hereunder. That the execution of the Services under this contract is and shall be in accordance and in compliance with all applicable laws.
- 5.9 That neither the execution and delivery by the Vendor of this Agreement nor the Vendor's compliance with or performance of the terms and provisions of this Agreement
- i. will contravene any provision of any Applicable Law or any order, writ, injunction or decree of any court or Governmental /Municipal/Local Authority binding on it; or
  - ii. will conflict or be inconsistent with or result in any breach of any of the terms, covenants, conditions or provisions of, or constitute a default under any contract, or instrument to which the Vendor is a party or by which it or any of its property or assets is bound or to which it may be subject; or
  - iii. will violate any provision of the Memorandum and Articles of Association of the Vendor.
- 5.10 That the Vendor undertakes and/or certifies, as the case may be that all registrations, recordings, filings and notarizations of this Agreement and all payments of any tax or duty, including stamp duty, registration charges or similar amounts which are required to be effected or made by the Vendor which are necessary to ensure the legality, validity, enforceability or admissibility in evidence of this Agreement shall be have been made.
- 5.11 That the Vendor owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all its Intellectual Property Rights, which are required or desirable for performance of Services under this Agreement and regarding the same the Vendor does not, so far as the Vendor is aware, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. So far as the Vendor is aware, none of the Intellectual Property Rights, owned or enjoyed by the Vendor or which the Vendor is licensed to use, which are material in the context of Vendor's business and operations for the performance of this Agreement are being infringed nor, so far as the Vendor is aware, is there any infringement or threatened infringement of those Intellectual Property Rights licensed or provided to the Vendor by any person. All Intellectual Property Rights (owned by

the Vendor or which the Vendor is licensed to use) required by the Vendor for the performance of this Agreement are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon. The Vendor shall keep GIC Re indemnified in relation to all warranties in this clause. Further, it is hereby clarified that no licenses or rights (including licenses or rights under patents) are granted either directly, by implication or otherwise by GIC Re. GIC Re shall retain ownership of its respective pre - existing intellectual property rights including any customizations, enhancements, or modifications thereto.

- 5.12 That time is the essence of this Agreement and hence the Vendor shall at all times maintain sufficient manpower, resources, and facilities, to provide the Services in a businesslike manner on a timely basis.
- 5.13 That the Vendor's security measures, confidentiality measures, policies and procedures are up to date and fully equipped to protect and maintain the confidentiality of the Confidential Information in terms of the NDA.
- 5.14 That in providing the Services or deliverables or materials, neither the Vendor nor the Vendor's Team, shall utilize information which may be considered confidential information of, or proprietary to, any prior employer or any other person or entity;
- 5.15 That Services will be performed in a professional manner consistent with industry standards.
- 5.16 That all conditions precedent under this Agreement have been satisfied.

#### 6. Scope of Work:

The Scope of Work of this Agreement has been defined in the RFP, the Corrigendum / Addendums/ Amendments issued with respect to such RFP, the Bids and this Agreement from time to time.

#### 7. Implementation periods (for change request):

The software should have a warranty which shall be applicable after live implementation of the software applications. Warranty will cover troubleshooting, removing bugs/errors. All upgrades / updates / new version releases will be provided during warranty and Annual Technical/Maintenance Support (AMC) period of the Agreement. During the implementation phase if any upgrades / updates / new version releases comes, it is to be installed free of cost. Vendor will ensure smooth functioning of the software by providing onsite / online / telephonic support between 9 am to 6 pm during the warranty and support period. The Vendor shall also ensure the requisite knowledge transfer to the identified staff of GIC Re for maintenance of the system.

- a) **IMPLEMENTATION PHASE:** The implementation phase will be the period from the effective date of this contract to the acceptance and go live of the software.
- b) **ACCEPTANCE: The Vendor will create, with user concurrence, a set of user acceptance tests (UAT) which will be run on the software installed in its production environment to the satisfaction of GIC Re**

#### 8. Term of the contract:

This Agreement shall be in effect for the period of 3 years from the Effective Date hereof and will remain valid for the said period unless it is otherwise terminated earlier as per the provisions of this Agreement/RFP. Upon completion of the term of 3 years, this Agreement shall automatically expire, subject to due discharge of all obligations mentioned in clause "Consequences of Termination" by the Vendor to the satisfaction of GIC Re.

#### 9. Reporting progress

- a) The Services, to be provided by the Vendor under this Agreement and the manner and speed of execution and maintenance of the Services are to be conducted to the satisfaction of GIC Re in accordance with this Agreement. Should the rate of progress of the work, compliance to the requirements of the standards of service, or any part of the Services at any time fall behind the stipulated time for completion or is found to be too slow, Vendor is to ensure completion of

the Services on time. GIC Re shall so notify the Vendor in writing.

- b) The Vendor shall reply to the written notice giving details of the measures it proposes to take to expedite the progress so as to complete the Services by the prescribed time or to meet the standards of service required, as the case may be. The Vendor shall not be entitled to any additional payment for taking such steps. If at any time it should appear to GIC Re that the actual progress of work does not conform to the approved programme the Vendor shall produce at the request of GIC Re a revised programme showing the modification to the approved programme necessary to ensure completion of the work within the time for completion or steps initiated to ensure compliance to the stipulated requirements.
- c) In case during the implementation of this Agreement, the progress falls behind schedule or does not meet the desired requirements, the Vendor shall deploy extra manpower, resources, infrastructure to make up the progress or to meet the requirements. Program for deployment of extra manpower/ resources/ infrastructure will be submitted to GIC Re for its review and approval. All time and cost effect in this respect shall be borne, by the Vendor

#### **10. Statutory and other requirements**

- a. During the tenure of this Agreement nothing shall be done by the Vendor in contravention of any laws, Acts, rules and/or regulations or any amendments thereof and it shall keep GIC Re, indemnified in this regard for any violation or non-compliance of the same.
- b. The Vendor and the Vendor's Team shall not alter / change / replace any hardware/software/Applications/Licenses proprietary to GIC Re and / or under warranty or AMC of third party without prior consent of GIC Re.
- c. The Vendor and the Vendor's Team shall not without the prior written consent of GIC Re install any hardware or software not purchased / owned by GIC Re.

#### **11. Agreement administration**

The Parties shall appoint any individual as their authorized representative (hereinafter referred to as 'Representative') through a written notice to the other Party as the primary contact of each Party with respect to this Agreement, which person may be re- designated by a Party by notice to the other. Each Representative shall have the authority to:

- a. Exercise all of the powers and functions of his/her Party under this Agreement and ensure the proper administration and performance of the terms hereof, other than the power to amend this Agreement; and
- b. Bind his or her Party in relation to any matter arising out of or in connection with this Agreement.
- c. For the purpose of execution or performance of the obligations under this Agreement, GIC Re's Representative would act as an interface with the Representative of the Vendor. The Vendor shall comply with any instructions that are given by GIC Re's Representative during the course of this Agreement in relation to the performance of its obligations under the terms of this Agreement.
- d. A Committee comprising of Representatives from GIC Re and the Vendor shall meet on a regular basis to discuss any issues / bottlenecks being encountered. The Vendor shall draw the minutes of these meetings and circulate to GIC Re.

#### **12. Right of Monitoring, Inspection and Periodic Audit**

- a. GIC Re reserves the right to inspect, monitor and assess the progress/performance of the **Services** at any time during the validity of the Agreement. GIC Re may demand and upon

such demand being made, it shall be provided with any document, data, material or any other information which it may require, to enable it to do the same.

- b. GIC Re shall also have the right to conduct, either itself or through another person as it may deem fit, an audit to monitor the performance by the Vendor of its obligations/functions in accordance with the standards committed to or required by GIC Re and the Vendor undertakes to cooperate with and provide to GIC Re / another person appointed by GIC Re all documents and other details as may be required by them for this purpose after giving Vendor at least two weeks written notice in advance. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the Vendor failing which GIC Re may, without prejudice to any other rights that it may have issue a Notice of Default.

### **13. GIC Re's Obligations**

13.1 GIC Re's Representative shall interface with the Vendor, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of this Agreement. GIC Re shall provide adequate co-operation in providing details, assisting with coordinating and obtaining of approvals from various governmental agencies, in cases, where the intervention of GIC Re is proper and necessary.

13.2 GIC Re shall ensure that timely approval is provided to the Vendor, where any approval is required to be given by GIC Re.

### **14. Information Security**

14.1 The Vendor shall not carry and/or transmit any material, information, layouts, diagrams, storage media or any other goods/material in physical or electronic form, which are proprietary to/or owned by GIC Re out of GIC Re's premises without prior written permission from GIC Re.

14.2 The Vendor shall adhere to the Information Security Policy of GIC Re as amended from time to time. (Information security policy will be provided to the selected bidder at the time of finalization). In case of any ambiguity or conflict between the terms of this Agreement and the Information Security Policy, the terms of the Information Security Policy shall prevail. In case the Vendor is found to be in violation of the said policy, GIC Re reserves the right to terminate this Agreement in addition to any other remedies for breach, injunctive relief and indemnity as per this Agreement and the applicable laws.

14.3 The Vendor acknowledges that GIC Re's business data and other proprietary information or materials, whether developed by GIC Re or being used by it pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to GIC Re ; and the Vendor agrees to take utmost care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by Vendor to protect its own proprietary information. Vendor recognizes that the goodwill of GIC Re depends, among other things, upon Vendor keeping such proprietary information confidential and that unauthorized disclosure of the same by Vendor could damage reputation of GIC Re. Vendor also recognizes that by reason of Vendor's duties here under, it may come into possession of such proprietary information, even though it does not take any direct part in or furnish the services performed for the creation of said proprietary information and undertakes to limit access thereto to employees with a need to such access to perform the Services required by this Agreement. Vendor shall use such information only for the purpose of performing the said Services.

14.4 The Vendor shall, upon termination of this Agreement for any reason, or upon demand by GIC Re whichever is earlier, return any and all information provided to Vendor including any copies or reproductions, both hard copy and electronic copy.

## **15. Insurance**

15.1 The Vendor shall, at his own expense, arrange appropriate comprehensive insurance to cover all risks assumed by the Vendor under this Agreement as well as in respect of its personnel deputed under this Agreement. GIC Re will have no liability on this account.

15.2 The Vendor shall take out at his own expense comprehensive insurance policies against all risks of loss or damage caused to the equipment owned by GIC Re or acquired for GIC Re.

15.3 The Vendor shall, at his own expense, arrange appropriate comprehensive insurance that will respond to the full extent of contractual liabilities and to all claims under the Deed of Indemnity.

## **16. Indemnity**

The Vendor shall execute and furnish to GIC Re a Deed of Indemnity annexed with RFP indemnifying GIC Re and holding it harmless to the extent of 100% in respect of the situations stated therein.

All claims regarding indemnity and the Deed of Indemnity shall survive the termination or expiry of this Agreement.

## **17 . Confidentiality**

Either Party shall not use Confidential Information, the name or the logo of the other Party except for the purposes of this Agreement; The Vendor shall sign the NDA as annexed to the RFP as Annexure VII. The obligations of the Parties in this respect shall be as per the said NDA which shall survive the termination or expiry of this Agreement...

## **18 . Term and Extension**

18.1 The Term of this Agreement is as prescribed in clause 8( Term of Contract).

18.2 Further GIC Re reserves the right to grant any extension to the Term above mentioned and shall notify in writing to the Vendor, at least 30 days before the expiration of the Term hereof, whether it will grant the Vendor an extension of the Term. The decision to grant or refuse the extension shall be at the discretion of GIC Re. In case no written communication as aforesaid is received by Vendor from GIC Re it shall mean GIC Re does not intend to give extension to this Agreement. In the event of such extension of Services, GIC Re will continue payment for this extended period as per the terms and condition already agreed in this Agreement.

18.3 The Vendor shall continue to perform all its obligations hereunder, until such reasonable time beyond the Term of this Agreement within which, GIC Re shall either appoint an alternative person or create its own infrastructure to operate such Services as are provided under this Agreement and GIC Re will notify the Vendor one month in advance about such extension of Services and will continue payment for this extended period as per the terms and condition already agreed in this Agreement.



## 19. Prices

Prices quoted/Contract Price shall be firm and shall not be subject to any upward revision on any account whatsoever throughout the period of this Agreement except where specifically provided for it elsewhere in this Agreement.

## 20. Change Orders:

### Contract Variation

The Vendor agrees that the requirements given in the RFP and Agreement are broad requirements and are in no way exhaustive and guaranteed by GIC Re.

GIC Re at any time by written Change Order may change the scope of work of this RFP and Agreement, including the specifications, statement of work, number and design criteria of any of the components thereof, delivery dates/timing of submission of reports, personnel inputs, timing of an activity or a particular output.

If any such change has cost or time implications for the Vendor, GIC shall adjust price and delivery schedules equitably through a further written Change Order, on the written request of the Vendor. The Vendor further understands and agrees that if any such change entails any reduction in the scope of work, then the cost and/or time benefits shall be passed on to GIC Re through a mutual Change Order in writing.

The Vendor shall not make any change in the scope of work of this RFP and Agreement without the prior written approval of GIC Re.

The Vendor further understands and agrees that any alteration, variation or addition in the scope of work necessitated by amendments and/or additions to any laws, rules or regulations before the time of award of the contract or during the currency of the contract shall not be considered a subject of a Change Order, provided that the nature of the mandate introduced by the law, rule or regulation is of such a nature that its non-inclusion, exclusion or alteration would render the subject matter of the procurement infructuous or expose GIC Re to the risk of non-compliance with applicable laws, rules or regulations.

All such contract variations carried out via Change Orders shall be recorded in the form of an amendment to this Agreement.

Provided that any upward revisions and/or additions to the Scope of Work of this RFP, consequent to errors, omissions, ambiguities, discrepancies in the specification etc. of the RFP which the Vendor had not brought to GIC Re's notice at the time of the Bids shall not constitute a Change Order and such upward revisions and/or additions shall be carried out by the Vendor without any time and cost implications to GIC Re.

## 21. Suspension of Work

The Vendor shall, if ordered in writing by GIC Re, temporarily suspend the Services or any part thereof for such a period and such time as ordered. The Vendor shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Services as aforesaid.



An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the Vendor, if request for same is made provided that the suspension was not consequent to any default or failure on the part of the Vendor.

In case the suspension of works, is not consequent to any default or failure on the part of the Vendor and lasts for a period of more than 3 months, the Vendor shall have the option to request GIC Re to grant equitable adjustment in the Contract Price.

## 22. Liquidated Damages

In the event of delay in performance by the Vendor as per the requirements of this Agreement and where the Vendor is solely responsible the Liquidated Damages shall be calculated as under

For each Change Request, the Vendor will make an estimate of the time required and this will be mutually agreed upon by the Vendor and GIC Re. The penalty for a missed deadline will be 1% of the Change Request Cost (Change Request Cost under Commercial Bid as per Annexure IV, with an each further 1% for 10% delay, aggregating up to a maximum of 15% of the project for each Change Request.

The penalty for every miss of deadline for service request will be 0.1% of annual maintenance cost (Annual Maintenance Cost under Commercial Bid as per Annexure IV). This will aggregate to maximum of 0.4% for an event (ticket) reaching up to Very High/Emergency Level. So, if the event is very high then missing the response time deadline will result in one penalty. Then a miss of the "Resolution time" will result in another penalty. Now the event will be treated as the next lower category event (a high event in this example) and the "resolution time" deadline of high events will apply (the time in all cases is from the beginning of the event). If this deadline is also missed, then a further penalty will be imposed and the event will have the next level's resolution time as the next deadline.

The penalty for every miss of an SLA deadline for Change request will be 0.2% of the annual maintenance cost. For each change requests, the selected bidder will make an estimate of the time required and this will be mutually agreed upon by the selected bidder and GIC Re. The penalty for a missed deadline will be 0.2% of the annual maintenance cost (AMC), with an each further 0.1% for 10% delay, aggregating up to a maximum of 0.6% of the AMC for each change request.

GIC Re can waive a particular penalty if there are valid reasons. The Liquidated Damages will be calculated on a quarterly basis as an aggregate of all individual penalties levied in that quarter.

Any such Liquidated Damages when levied may be offset as against any pending payment/future payment by GIC Re to the Vendor. Alternatively, GIC Re may recover the same by invoking the PBG for the amount equivalent to the Liquidated Damages being levied. The Vendor shall replenish the PBG with the amount equal to the Liquidated Damages levied in not later than 10 working days from the date of levy of Liquidated Damages.

All Liquidated Damages levied shall be exclusive of each other.

The aggregate Liquidated Damages in a quarter should not exceed 10% of the amount due in a quarter (for this purpose shall be prices exclusive of taxes), across multiple events.

If the aggregate of Liquidated Damages levied under this clause exceeds the amount mentioned above, GIC Re reserves the right to terminate this Agreement by giving 15 days' notice and/or pursue other remedies available under this Agreement in addition to setting off the Liquidated Damages or recovering the same from PBG.

### **23. Payment Terms**

- 23.1 The Contract Price shall be equal to the amount specified in the Commercial Bid. Payments will be in the manner as given in RFP.
- 23.2 All Payments shall be made in Indian Rupees Only and will be subject to provisions of the clause Liquidated Damages or any other recoverable dues from Vendor to GIC Re.
- 23.3 GIC Re shall be entitled to make recoveries from the Vendor's bill/invoice, the Performance Bank Guarantee, or from any other amount due to the Vendor, of the equivalent value of any payment made to it due to inadvertence, error, collusion, misconstruction, misstatement or mistake.
- 23.4 Vendor shall be deemed to have considered all the costs required for successful implementation of the Scope of Work as per RFP and this Agreement while submitting the Commercial Bid. GIC Re will not be liable to pay any extra cost, charges or out of pocket expenses.
- 23.5 Payment for the implementation of the Scope of Work as per the RFP and this Agreement will be released after signoff for successful completion of the Scope of Work.
- 23.6 The Vendor shall not in any case whatsoever link its billing to GIC Re's asset and/or revenue base.

### **24. Events of Default by the Vendor**

The failure on the part of the Vendor to perform any of his obligations or comply with any of the terms of this Agreement shall constitute an Event of Default on the part of the Vendor. The Event of Default as mentioned above may include inter-alia the following: -

- 24.1 The Vendor fails to perform any thing as per any instruction or directive issued by GIC Re which GIC Re deems proper and necessary to execute the Scope of Work under this Agreement, or
- 24.2 The Vendor fails to adhere to any of the terms of this Agreement, or if the Vendor falls short of matching such standards/targets as GIC Re may have designated with respect to any task necessary for the execution of the Scope of Work under this Agreement. The above-mentioned failure on the part of the Vendor may be in terms of failure to adhere to timelines, specifications, requirements or any other criteria as defined by GIC Re; or
- 24.3 The Vendor fails to remedy a failure to perform its obligations in accordance with the specifications issued by GIC Re despite being served with a Notice of Default which lays down the specific deviance on the part of the Vendor to comply with any stipulations or standards as laid down by GIC Re; or
- 24.4 The Vendor /Vendor's Team fails to conform with any of the Service/Facility Specifications/standards as set out in the Scope of Work of this Agreement or has failed to adhere to any amended direction, modification or clarification as issued by GIC Re during the term of this Agreement and which GIC Re deems proper and necessary for the execution of the Scope of Work under this Agreement
- 24.5 The Vendor fails to demonstrate or sustain any representation or warranty made by it in this Agreement, with respect to any of the terms of its Bid, the RFP and this Agreement
- 24.6 There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the Vendor.
- 24.7 The Vendor fails to comply with or is in breach or contravention of any applicable laws.

24.8 Failure on the part of the Vendor to respect any of its commitments with regard to any part of its obligations under its Bid, the RFP or under this Agreement

## 25. Consequences in Event of Default

25.1 Where there has been an Event of Default, GIC Re shall issue a Notice of Default to the Vendor, setting out specific defaults / deviances / omissions and providing a notice of 30 days to enable the Vendor to remedy the default committed.

25.2 Where despite the issuance of a Notice of Default to the Vendor by GIC Re the Vendor fails to remedy the default to the satisfaction of GIC Re, GIC Re may, where it deems fit, issue to the Vendor another Notice of Default or proceed to adopt such remedies as may be available to GIC Re

25.3 Where an Event of Default subsists or remains uncured GIC Re shall be entitled to

- (1) Impose any such obligations and conditions and issue any clarifications as may be necessary to inter alia ensure smooth continuation of Services and the Vendor shall be obliged to comply with which may include unilateral re-determination by GIC Re of the Contract Price payable to the Vendor hereunder. The Vendor shall in addition take all available steps to minimize loss resulting from such Event of Default.
- (2) GIC Re may, by a written Notice of Payment Suspension to the Vendor, suspend all payments to the Vendor under this Agreement, provided that such Notice of Payment Suspension:
  - i. shall specify the nature of the failure; and
  - ii. shall request the Vendor to remedy such failure within a period of 15 days from the date of receipt of such Notice of Payment Suspension by the Vendor
- (3) Where GIC Re deems necessary, it shall have the right to require replacement of any member of the Vendor's Team/sub-contractors / vendors (other than the "Vendor" under this Agreement) with another suitable member. The Vendor shall in such case forthwith find a suitable replacement for such outgoing member/sub-contractors/vendors (other than the "Vendor" under this Agreement) with another member/sub-contractors/vendors (other than the "Vendor" under this Agreement) to the satisfaction of GIC Re. Failure on the part of the Vendor to find a suitable replacement and/or terminate all agreements/Agreements with such member, shall amount to a breach of the terms hereof and GIC Re in addition to all other rights, have the right to claim damages and recover from the Vendor all losses/ or other damages that may have resulted from such failure by invoking the PBG or otherwise.

## 26. Termination

GIC Re may, terminate this Agreement in whole or in part by giving the Vendor 30 days prior and written notice indicating its intention to terminate this Agreement under following sub-clauses 26.1, 26.2, 26.3, 26.5, 26.6 and 26.7.

26.1 Where GIC Re is of the opinion that there has been an Event of Default on the part of the Vendor and the default has not been rectified in terms of the Notice of Default, which would make it

proper and necessary to terminate this Agreement.

- 26.2 Where it comes to GIC Re's attention that the Vendor (or the Vendor's Team) is in a position of actual conflict of interest with the interests of GIC Re in relation to any of terms of the Vendor's Bid, the RFP or this Agreement.
- 26.3 Where the Vendor's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Vendor, any failure by the Vendor to pay any of its dues to its creditors, the institution of any winding up proceedings against the Vendor or the happening of any such events that are adverse to the commercial viability of the Vendor. GIC Re reserves the right to take any steps as are necessary to ensure the effective transition of the project to new vendor and to ensure business continuity and the Vendor shall co-operate for the same.
- 26.4 Termination for Insolvency: GIC Re may at any time terminate this Agreement with immediate effect by giving written notice to the Vendor, without compensation to the Vendor, if the Vendor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to GIC Re.
- 26.5 Termination for Convenience: The notice of termination shall specify that termination is for GIC Re convenience, the extent to which performance of work under this Agreement is terminated, and the date upon which such termination becomes effective.
- 26.6 GIC Re may terminate this Agreement, , if the Vendor fails to comply with any decision reached consequent upon arbitration proceedings pursuant to dispute resolution clause hereunder.
- 26.7 If at any point of time and for any period, the Liquidated damages exceeds 100% of PBG submitted by the Vendor.
- 26.8 If the aggregate of Liquidated Damages levied under the Liquidated Damages clause exceeds the amount mentioned therein, GIC Re reserves the right to terminate this Agreement by giving 15 days' notice and pursue other remedies available under this Agreement in addition to setting off the Liquidated Damages or recovering the same from PBG.

The Vendor may, subject to approval by GIC Re terminate this Agreement before the expiry of its term by giving GIC Re a prior and written notice at least 90 days in advance indicating its intention to terminate the Agreement.

## **27 . Consequences of Termination/Expiry**

- 27.1 In the event of termination of this Agreement, the Vendor's services shall stand cancelled effective from the date of termination of this Agreement.
- 27.2 In the event of termination of this Agreement, GIC Re reserves its rights to call for new bids or award the contract to the next best value bidder of the tendering process.
- 27.3 In the event of termination/expiry of this Agreement due to any cause whatsoever, [whether consequent to the expiry of the stipulated Term of this Agreement or otherwise] GIC Re 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 Services, which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/expiry, and further allow and provide all such assistance to GIC Re and/or the new vendor, as may be required, to take over the obligations of the Vendor in relation to the execution/continued execution of the Scope of Work this Agreement.
- 27.4 Where the termination of this Agreement is prior to its stipulated Term GIC Re through unilateral re-determination of the Contract Price payable to the Vendor shall pay the Vendor for that part of the Services which have been authorized by GIC Re and satisfactorily performed by the Vendor up to the date of termination.
- 27.5 Without prejudice to any other rights, GIC Re may retain such amounts from the payment due

and payable by GIC Re to the Vendor as may be required to offset any losses caused to GIC Re as a result of any act/omissions of the Vendor. In case of any loss or damage due to default on the part of the Vendor in performing any of its obligations with regard to executing the Scope of Work under this Agreement, the Vendor shall compensate GIC Re for any such loss, damages or other costs, incurred by GIC Re.

- 27.6 Additionally, the Vendor and the Vendor's Team shall perform all their obligations and responsibilities under this Agreement in an identical manner as were being performed before the termination of this Agreement with the Vendor as described above in order to execute an effective transition and to maintain business continuity. All third parties shall continue to perform all/any functions as stipulated by GIC Re and as may be proper and necessary to execute the Scope of Work under this Agreement in terms of the Vendor's Bid, the RFP and this Agreement.
- 27.7 Nothing herein shall restrict the right of GIC Re to invoke the Performance Bank Guarantee, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to GIC Re under this Agreement, equity or law.
- 27.8 The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of this Agreement that are expressly or by implication intended to come into or continue in force on or after such termination.

## 28 Dispute Resolution

### Arbitration.

- 28.1 Where the Vendor is a Public-Sector Undertaking of the Government of India.

In case of any dispute or difference arising out of or in connection with this Agreement, including those relating to the existence, interpretation and application of the provisions of this Agreement, such dispute or difference shall be taken up by either Party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018

- 28.2 Where the Vendor is not a Public-Sector Undertaking of the Government of India.

- I. In case of any dispute or difference arising out of or in connection with this Agreement, including those relating to the existence, interpretation and application of the provisions of this Agreement, the Parties shall first make efforts to settle the dispute or difference amicably by mutual consultation.
- II. In case the dispute or difference cannot be resolved in the manner stated above, such dispute or difference shall be referred to and resolved by arbitration. The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any enactment, modification or re-enactment in force at the relevant time.  
  
Appointment of Arbitrator: Where a person is approached for Arbitration under this clause, he/ she shall make a declaration or disclosure in writing as laid out in schedule VI of the Act in view of section 12 r/w schedule V and Schedule VII of the Arbitration and Conciliation Act, 1996.
- III. The seat and venue of arbitration shall be Mumbai, India. The arbitration proceedings shall be conducted in English language and the laws applicable to the arbitration shall be the laws of India.
- IV. The award of the arbitral tribunal shall be final and binding on the Parties.



- 28.3 It is a condition precedent to any right of action or suit upon this Agreement that an arbitral award shall be first obtained.
- 28.4 In the event that these arbitration provisions shall be held to be invalid then all such disputes or differences shall be referred to the exclusive jurisdiction of the courts at Mumbai.
- 28.5 Continuance of this Agreement: Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the Parties hereto shall continue to be governed by and perform the work in accordance with the provisions of this Agreement to ensure continuity of operations.

### **29 Limitation of the Vendor's Liability towards GIC Re**

The Vendor, with respect to damage caused by the Vendor to GIC Re's property, shall not be liable to GIC Re for any indirect or consequential loss or damage; and shall not be liable to GIC Re for any direct loss or damage that exceeds the total of:

- (A) the total payments payable under this Agreement to the Vendor, i.e., 100% of the Contract Price, and
- (B) the proceeds the Vendor may be entitled to receive from the insurance maintained by the Vendor to cover such a liability.

This limitation of liability shall not affect the Vendor's liability, if any, for damage to third parties caused by the Vendor or any person acting on behalf of the Vendor in carrying out the Services.

Nothing in these terms shall exclude or limit the liability of the Vendor in the case of: (a) death or personal injury resulting from the Vendor's or Vendor's Team's negligence; (b) Negligence and Willful Misconduct; (c) fraud; (d) breach of Confidentiality provisions and the NDA(e) indemnification provisions in this Agreement (f) or other liability to the extent that the same may not be excluded or limited as a matter of law.

### **30 . Conflict of interest**

The Vendor shall disclose to GIC Re in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or the Vendor's Team) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

### **31 . Severance**

In the event any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions of this Agreement will nevertheless remain in full force and effect. The Parties agree to negotiate in good faith a substitute, valid and enforceable provision which most nearly effects the Parties' intent in entering into this Agreement.

### **32. Governing Language**

The Agreement shall be written in English language. All correspondence and other documents pertaining to this Agreement that are exchanged by the Parties shall be written in English language only.



### **33. Publicity**

The Vendor agrees not to advertise, publish or disclose the existence or terms of this Agreement or that it has contracted to furnish the Services described in this Agreement, without the prior written consent of GIC Re. In particular, the Vendor shall not make or permit to be made a public announcement or media release about any aspect of this Agreement including its existence, unless GIC Re first gives the Vendor its written consent.

### **34. Force Majeure**

- 34.1 The failure or occurrence of a delay in performance of any of the obligations of either Party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. This would include natural and unavoidable catastrophes that interrupt the expected course of events which events may include, but are not restricted to, instances of wars or revolutions, fires, floods, epidemics, quarantine restrictions, freight embargoes and any event or circumstance of a nature analogous to any of the foregoing which would have an impact on GIC Re. In such an event, the affected Party shall inform the other Party in writing within five days of the occurrence of such event. GIC Re will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Vendor in performing any obligation as is necessary and proper, to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the abovementioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.
- 34.2 Force Majeure shall not include any events caused due to acts/omissions of any Party or result from a breach/contravention of any of the terms of the RFP/ Bids, and this Agreement. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under this Agreement.
- 34.3 In case of a Force Majeure, all Parties will endeavor to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a Party under this Agreement and to minimize any adverse consequences of Force Majeure.

### **35. Relationship between the GIC Re and the Vendor**

- 35.1 The relationship between the Parties shall be that of independent contractor and contractee. Nothing in this Agreement constitutes any fiduciary relationship between GIC Re and Vendor / Vendor's Team or any relationship of employer employee, principal and agent, or partnership or joint ventures, between GIC Re and the Vendor.
- 35.2 No Party has any right or authority either express or implied to bind the other Party in any manner whatsoever except as agreed under the terms of this Agreement or to assume or create any obligation or responsibility on behalf of the other.
- 35.3 GIC Re has no obligations to the Vendor or the Vendor's Team except as agreed under the terms of this Agreement.
- 35.4 The Vendor shall comply with all laws, rules and regulations applicable to the Services being procured hereunder and all applicable laws, rules and regulations to which it may be subject from time to time

However, if due to any deeming fiction or if the law otherwise provides for a situation where GIC Re may be held vicariously or otherwise liable for acts of Vendor, the Vendor shall protect, indemnify and hold harmless GIC Re in respect of any losses, costs, damages whether direct or indirect arising out of the failure, omission or non-observance of any laws, rules or regulations which it was expected to comply with hereunder or any act of the Vendor which as a reasonable man, it should not have committed.

### **36. No Assignment**

The Vendor shall not transfer any interest, right, benefit or obligation under this Agreement without the prior written consent of GIC Re and any purported attempt to do so shall be deemed void.

### **37 Sub-contracting**

In case sub-contracting is required, the Vendor shall seek prior written permission and submit the list of subcontractors to GIC Re for its approval in writing in sufficient time so as not to impede the progress of work.

If such approval is granted, the Vendor shall ensure that the sub-contractor(s) comply with all the requirements of this RFP and Agreement.

Such approval by GIC Re of a sub – contractor(s) shall not relieve the Vendor from any of its obligations, duties, or responsibilities under this Agreement and the Vendor shall be liable to GIC Re for all of the Services under this Agreement, including Services performed by any such Sub-Contractor.

To the fullest extent possible under applicable law, the Vendor shall be liable to GIC Re for the acts, omissions, Negligence, Willful Misconduct, fraud, bad faith or breach of any sub-contractor(s) in connection with this Agreement.

Any such sub-contractor(s) shall remain liable to GIC Re for the due performance of this Agreement and GIC Re may bring any claim in any way in respect of or in connection with this Agreement against any such sub-contractor(s).

### **38. Entire Agreement**

The terms and conditions laid down in the RFP and the Bids of the Vendor shall be read in consonance with and form an integral part of this Agreement and shall together constitute the entire Agreement. This Agreement supersedes any prior contracts/ agreements, understanding or representation of the Parties on the subject matter.

### **39. Governing Law**

The validity, construction and performance of this Agreement shall be governed by and construed in accordance with the laws of India

### **40. Jurisdiction of Courts**

Subject to the Dispute Resolution clause, the courts of India at Mumbai have exclusive jurisdiction to determine any proceeding in relation to this Agreement.

### **41. Compliance with Laws**

The Vendor shall comply with the laws in force in India in the course of performing this Agreement.

## 42. Notices

A “notice” means;

- i. a notice; or
- ii. other communication required to be in writing under this Agreement.

All notices, requests or consents, permissions, approvals or other communications provided for or permitted to be given under this Agreement shall be in writing and shall be deemed effectively given when personally delivered or mailed by pre-paid certified / registered mail, return receipt requested, addressed as follows and shall be deemed received two days after mailing or on the date of delivery if personally delivered to:

To GIC Re, at:

General Insurance Corporation of India,  
Suraksha, 170, J Tata Road, Churchgate,  
Mumbai – 400020.

Phone: 022-22867166

To Vendor at:

<Name:>

<Address:>

<Phone:>

<Email:>

Any Party may change the address to which notices are to be directed to it by notice to the other party in the manner specified above. A notice served on a Representative as per clause “Agreement Administration” is taken to be notice to that Representative’s Party

## 43. Waiver

- 43.1 Any waiver of any provision of this Agreement is ineffective unless it is in writing and signed by the Party waiving its rights.
- 43.2 A waiver by either Party in respect of a breach of a provision of this Agreement by the other Party is not a waiver in respect of any other breach of that or any other provision.
- 43.3 The failure of either Party to enforce at any time any of the provisions of this Agreement shall not be interpreted as a waiver of such provision.

## 44. Modification

Any modification of this Agreement shall be in writing and signed by an authorized representative of each Party and annexed to the Agreement as addendum.

## 45 Co-operation –

Each party to this Agreement agrees to execute and deliver all documents and to perform all further acts and to make any and all further steps that may be reasonably necessary to carry out the provisions of this Agreement and transactions contemplated thereby.

## 46 Survival –

Notwithstanding any expiration or termination of this Agreement, the provisions of this Agreement that are either by express language meant to survive or impliedly meant to survive termination, shall survive such expiration or termination.

## 47 Anti-Fraud and Corruption

It is the GIC Re's policy that GIC Re as well as the Vendor observe the highest standard of ethics and propriety during the procurement process, execution of the contract, the contract duration and thereafter (hereinafter referred to as the 'Contract Cycle').

### Definitions:

In pursuance of this policy, GIC Re defines, for the purpose of this provision, the terms set forth below as follows:<sup>2</sup>

(i) "Corrupt Practice" means the offering, promising, giving, receiving or soliciting, directly or indirectly, anything of value, either tangible or intangible, which a person is not entitled to, to influence or which has the potential to influence the action of an official during the Contract Cycle;

(ii) "Fraudulent Practice" means the following:

- a. a misrepresentation or omission of facts or submission of fake or forged documents in order to influence any component of the Contract Cycle;
- b. an intentional act of commission or omission designed to deceive, resulting in GIC Re suffering a loss and/or the perpetrator achieving a gain.

(iii) "Collusive Practices" means a scheme or arrangement whether formal or informal, between two or more bidders, with or without the knowledge of the GIC Re, designed to establish prices at an artificial, noncompetitive levels or which affects submission or non-submission of bids;

(iv) "Coercive Practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the contract cycle;

Misdemeanor for this purpose shall include Corrupt, Fraudulent, Collusive and Coercive practices which shall carry meanings as per the definitions above.

### Measures to be taken by the GIC Re:

- a) GIC Re will be within its rights to terminate this Agreement with the Vendor for any Misdemeanor during the Contract Cycle, ban/blacklist/debar the Vendor from this and further procurements and the like.
- b) GIC Re will be within its rights to take any other action against the Vendor deemed appropriate as per the terms of the RFP and this Agreement as well as the law of the land.

<sup>2</sup> Similar clauses seen in documents released by NBCC, SBI, Govt. Ministries and UN organizations.

**Measures to be taken by the Vendor:**

- a) The Vendor shall during the entire Contract cycle, comply with the provisions of the Anti-Fraud Policy of GIC Re and not commit any Misdemeanor.
- b) The Vendor shall procure the compliance with the above obligations (as mentioned in a.) from its associated persons, officers, employees, agents, subcontractors or independent contractors as may be used for the fulfilment of its obligations under the RFP and this Agreement during the entire Contract cycle.
  - i. The Vendor undertakes that the Vendor shall be responsible to GIC Re for the Misdemeanours and non-compliance of the Anti-Fraud Policy committed by the above-named persons during the entire Contract cycle.

If the Vendor gains knowledge of any conduct by any of its associated persons, officers, employees, agents, subcontractors or independent contractors which constitutes a Misdemeanor or non-compliance of the Anti-Fraud Policy, or if it has reasonable suspicion of the existence of such conduct, it shall immediately inform GIC Re of such knowledge and if requested by GIC Re, provide information it may reasonably require regarding such conduct.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first written above.

For and on behalf of General Insurance Corporation of India

By:

Name:

Title:

Date: \_\_\_\_\_

In presence of (Witnesses)

(i)

(ii)

For and on behalf of "Vendor's Name".

By:

Name:

Title:

Date: \_\_\_\_\_

In presence of (Witnesses)

(i)

(ii)

**Annexure VI**

**DRAFT OF PERFORMANCE BANK GUARANTEE TO BE EXECUTED BY SUCCESSFUL BIDDER**

(Franking to be done by bank for value of ₹500/-)

To,  
General Insurance Corporation of India,  
170, "Suraksha",  
J. Tata Road,  
Churchgate,  
**Mumbai - 400 020.**

In consideration of the General Insurance Corporation of India, a company registered under the Companies Act 1956, and having its registered office at 170, "Suraksha", 170, J. Tata Road, Mumbai 400020 (hereinafter called 'Corporation'), having entered into an agreement dated \_\_\_\_ for the **"HOSTING AND MAINTENANCE OF GIC Re WEBSITE WITH PARTIAL DEVELOPMENT AND RE-DESIGN"** (hereinafter called "the Agreement") with (Supplier's name and address) (hereinafter called "the said Supplier") and the Supplier, having agreed to provide a guarantee for its performance in the form of an unconditional, irrevocable and continuing Performance Bank Guarantee as per the terms and conditions of the Request for Proposal dated ..... (hereinafter referred to as "the RFP") and the Agreement, for the due fulfillment by the Supplier of the terms and conditions contained in the RFP and the Agreement,

1. We, \_\_\_\_\_ (Name of the bank and full address) (hereinafter called the "Bank") at the request of \_\_\_\_\_ (Name of supplier/s) do hereby undertake to pay to the Corporation an amount not exceeding ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only) caused to or suffered by the Corporation by reason of any breach by the said Supplier of any of the terms and conditions contained in the Agreement.
2. We, \_\_\_\_\_ (Name of the bank and full address) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Corporation stating that the amounts claimed is due by way of loss or damage caused to or would be caused to or suffered by the Corporation by reason of breach by the said Supplier of any of the terms and conditions contained in the Agreement or by reason of the supplier's failure to perform the Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ₹ \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).
3. We \_\_\_\_\_ (Name of the bank and full address) undertake to pay to the Corporation any money so demanded notwithstanding any dispute or dispute raised by the supplier(s) in any suit or proceeding pending before any court or tribunal relating hereto our liability under this present being) absolute and unequivocal.



The Payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Supplier(s) shall have no claim against us for making such payment.

4. We, \_\_\_\_\_ (Name of the bank and full address) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the Agreement and that it should continue to be enforceable till all the dues of the Corporation be under or by virtue of the Agreement have been fully paid and its claim authorities satisfied or discharged by the said Supplier.

Unless a claim or demand under this guarantee is made or presented to the Bank within six months from the expiry date of this Bank Guarantee, all the rights of the Corporation under this guarantee shall cease and the Bank shall be released and discharged from all liability hereunder.

5. We, \_\_\_\_\_ (Name of the bank and full address) further agree with the Corporation that the Corporation shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time of performance of the said Supplier from time to time to postpone for any time or from time to time of the powers exercised by the Corporation against the said Supplier and to forbear or enforce any of the terms and conditions relating to the Agreement and we shall not be relieved from our liability by reason of any variation, or extension being granted by the said Corporation to the said Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us. We further agree to waive notice of any such change, addition or modification.
6. Any claim which we, \_\_\_\_\_ (Name of the bank and full address) have against the Supplier shall be subject and subordinate to the prior payment and performance in full of all the obligations of it hereunder. The Bank will not, without prior written consent of the Corporation, exercise any legal right or remedy of any kind in respect of any such payment or performance so long as the obligations of it hereunder remain owing and outstanding regardless of the insolvency, liquidation or bankruptcy of the Supplier or otherwise howsoever. We, the Bank, will not counter claim or set off against its liabilities to the Corporation hereunder any sum outstanding to the credit of the Corporation with it.
7. This guarantee will not be discharged due to the change in the continuation of the Bank or the Supplier.
8. We, \_\_\_\_\_ (Name of the bank and full address) undertake not to revoke this guarantee during its currency except with the prior consent of the Corporation in writing.
9. Notwithstanding anything contained herein:
1. Our liability under this Bank Guarantee shall not exceed ₹ \_\_\_\_\_/- (Rupees \_\_\_\_\_ only),
  2. This Bank Guarantee shall be valid up to \_\_\_\_\_ (date) and

3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if Corporation serve upon us a written claim or demand within six months from the expiry date of this Bank Guarantee.
10. Our obligation to pay hereunder is as principal debtor and not as surety and it shall not be necessary for the Corporation “to proceed against” the said Supplier “before proceeding against” the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any other security which the Corporation may have obtained or obtain from the Supplier at the time when proceedings are taken against the said Bank in any manner whatsoever.
11. This Performance Bank Guarantee shall come into force immediately and shall be valid up to 6 months after all contractual obligations of the Supplier including warranty obligations are completed.
12. We have the power to issue this guarantee in your favour and the undersigned who are executing this guarantee have the necessary power to do so on behalf of the Bank.

Date: .....day of ....., 201\_ for \_\_\_\_\_ (Name of the bank)

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank

Annexure VII

**RECIPROCAL NON-DISCLOSURE AGREEMENT**

(Notary to be done on a stamp paper of value ₹500/-)

This Reciprocal Non-Disclosure Agreement (hereinafter referred to as “NDA”) is entered into on this \_\_\_ day of \_\_\_\_\_ 2019, by and between:

\_\_\_\_\_, a Company incorporated under the Companies Act, 1956  
or \_\_\_\_\_ 2013, having its registered office at \_\_\_\_\_,  
hereinafter referred to as “Service Provider” which expression shall, unless it be repugnant to the meaning and context thereof, include its successors, and permitted assigns of the one part;

and

General Insurance Corporation of India, a company duly incorporated and existing under the laws of India, having its registered office at “Suraksha”, 170, J. Tata Road, Churchgate, Mumbai – 400020, India, hereinafter referred to as “GIC Re” which expression shall, unless it be repugnant to the meaning and context thereof, include its successors and permitted assigns of the other part

Hereafter, referred to individually as a “**Party**” and collectively as the “**Parties**”. For purposes of this NDA, the party receiving Confidential Information (as defined herein below), shall be referred to as the “**Receiving Party**” and the party providing the Confidential Information shall be referred to as the “**Disclosing Party**”.

**WHEREAS**, the Service Provider is *inter alia* engaged in the business of \_\_\_\_\_.

**AND WHEREAS**, GIC Re is engaged in the business *inter alia*, of Reinsurance and Risk Management related activities.

**AND WHEREAS** Service Provider and GIC Re are in the process of consultations and discussions for exploring business opportunities as per the Scope of Work under GIC Re’s Request for Proposal dated \_\_\_\_\_ and to eventually enter into a detailed agreement for the same. (“Purpose”)

**AND WHEREAS** to facilitate the Purpose, certain Confidential Information (as defined below) will be required to be shared between the Parties.

**AND WHEREAS**, The Parties wish to protect the Confidential Information (as defined herein below) from any unauthorized use or disclosure in accordance with the terms and conditions of this NDA.

**NOW, THEREFORE**, in consideration of the promises and covenants contained it is agreed as follows:

**A. Definition of “Confidential Information”**

(a) “**Confidential Information**” means any information disclosed to, received by, otherwise accessed by or coming to the knowledge of the Receiving Party to this NDA, either orally or in writing, whether disclosed directly or indirectly that:

- i. is by its character or nature or by the circumstances in which it is disclosed/received/ assessed and/or it came to knowledge, such that a reasonable person under like circumstances would treat it as confidential; or
- ii. is designated by the Disclosing Party as confidential or identified in terms connoting its confidentiality; or
- iii. is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, whenever or however disclosed; or
- iv. the Disclosing Party considers confidential.

and includes but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing): discoveries; inventions; concepts; software in various stages of development; designs; drawings; flowcharts; specifications; techniques; models; data; database; source code; object code; documentation; methods; processes; policies; procedures; information related to processes; technologies or theory; know-how; marketing techniques and materials; marketing and development plans; business plans; strategic plans; development tools; reports; business records; project records; projections; performance results related to past, present or future business activities of Disclosing Party, its affiliates, subsidiaries and affiliated companies; business manuals; customer/vendor names and other information related to customers/vendors, price lists, pricing policies; financial information; and any scientific or technical or commercial information, information and trade secrets;

(b) Confidential Information also includes information disclosed to the Receiving Party by third parties on behalf of the Disclosing Party.

(c) Confidential Information shall include any copy, abstract, extract, sample, note or module of any Confidential Information and any part or any extract or summary or derivation thereof;

**B. Information not categorized as “Confidential Information”**

The obligation imposed, under this NDA, on Receiving Party shall not apply to information which:

- (a) Receiving Party can demonstrate by prior existing records, was within Receiving Party's legitimate possession prior to the time of disclosure;
- (b) was within the public domain/ public knowledge prior to disclosure, or comes into the public domain/ public knowledge through no wrongful act, fault, negligence or breach of this NDA on the part of the Receiving Party;

- (c) is independently developed by the Receiving Party without reference to or reliance upon Confidential Information of the Disclosing Party;
- (d) is or becomes lawfully available to Receiving Party on a non-confidential basis from an independent third-party source (after diligent inquiry) who is free to divulge such information.

Provided, the Receiving Party understands and agrees that:

- i. Any information known only to a few people to whom it might be of commercial interest and not generally known to the public is not public knowledge;
- ii. A combination of two or more parts of the Confidential Information is not public knowledge merely because each part is separately available to the public.

### **C. Restriction on Disclosure**

Except as otherwise expressly permitted under this NDA, the Receiving party shall hold and keep in strictest confidence any and all Confidential Information and shall not directly or indirectly, in any way:

- (a) disclose, reveal report, publish, duplicate, copy, transmit or otherwise use or disseminate in any manner whatsoever any Confidential Information of the Disclosing Party;
- (b) use the Confidential Information of the Disclosing Party (i) for Receiving Party's own benefit or that of any third party, (ii) to the Disclosing Party's detriment, or (iii) for any purpose other than for achieving the Purpose;
- (c) commercially exploit any Confidential Information of the Disclosing Party;
- (d) acquire any right in, or assert any lien against, the Confidential Information of the Disclosing Party; or
- (e) refuse for any reason to promptly return all Confidential Information of the Disclosing Party if instructed to do so.

### **D. Permitted Disclosures**

Receiving Party is permitted to:

- (a) disclose relevant aspects of the Disclosing Party's Confidential Information to the Receiving Party's directors, officers, employees, consultants, attorneys and auditors solely to the extent necessary for achieving the Purpose; provided, that

- (1) before disclosing any Confidential Information of the Disclosing Party, all persons or entities receiving Confidential Information shall be bound by obligations of confidentiality towards the Disclosing Party no less restrictive than those of this NDA. Such persons shall be strictly prohibited from making any use, publishing or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of the Disclosing Party, any of the Confidential Information.
  - (2) The Receiving Party shall use the same care to avoid disclosure or unauthorized use of Confidential Information as it uses to protect its own confidential information, but in no event less than reasonable care including but not limited to execution of a confidentiality agreement with the persons or entities receiving Confidential Information. Receiving Party shall establish and maintain reasonable security measures to provide for the safe custody of the information and to prevent unauthorized access to the Confidential Information.
  - (3) All such Confidential Information shall be labeled as confidential.
- 
- (b) Disclose relevant aspects of the Disclosing Party's Confidential Information if legally compelled or required to disclose any Confidential Information of the Disclosing Party in connection with any legal or regulatory proceedings. In such case, the Receiving Party will immediately notify the Disclosing Party so as to allow the Disclosing Party a reasonable opportunity to seek appropriate protective measures or other remedies prior to disclosure or waive compliance with the terms of this NDA. The Receiving Party shall cooperate with any attempt by the Disclosing Party to seek judicial protection for such Confidential Information
  - (c) Disclose relevant aspects of the Disclosing Party's Confidential Information with the prior written consent of the Disclosing Party.

#### **E. Effects of Unauthorized Disclosure**

- (a) The Receiving Party will be liable for the acts and omissions of, and any loss, theft or unauthorized/inadvertent disclosure or use of Confidential Information by, any person or entity that received Confidential Information from or through the Receiving Party.
- (b) Receiving Party acknowledges and agrees that the misappropriation or misuse of Confidential Information of the Disclosing Party will result in irreparable and continuing damage to the Disclosing Party for which there may be no adequate remedy at law. In the event of such a breach by the Receiving Party leads to Disclosing Party suffering or incurring losses, damages, claims or expenses,, the Disclosing Party shall be entitled to legal as well as equitable relief, as appropriate, including but not limited to an injunction, in addition to any monetary relief in the form of indemnification.
- (c) The Receiving Party will promptly report to the Disclosing Party any disclosures of Confidential Information otherwise than as permitted by this NDA and any breaches in security that may affect or has the potential to affect the Disclosing Party or its Confidential Information of which it is aware and will specify the corrective action to be taken.



**F. Return of documents**

Upon written demand by the Disclosing Party, the Receiving Party shall promptly and in any event within 14 days of receipt of such request, at its own cost:

- (a) procure the return or return to the Disclosing Party all Confidential Information supplied which the Receiving Party has in his possession or under his control which includes but is not limited to all tangible material embodying the Confidential Information provided, each and every copy of Confidential Information and copies that have been converted to computerized media in the form of image, data or word processing files wither manually or by image capture or in any other form of storage
- (b) destroy or have destroyed all copies received or made of the Confidential Information; and
- (c) promptly thereafter provide a certificate signed by an officer of the Receiving Party certifying compliance with the obligations point (a) and (b) above.

**G. Title And Proprietary Rights**

Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain exclusive title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright or application for same which are now or thereafter may be obtained by Disclosing Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, reverse-engineer, decompile, disassemble, obliterate, mutilate, deface or otherwise interfere with any software, trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other mark, symbol or logo etc. on such Confidential Information.

**H. No Warranty**

All Confidential Information is provided “as is”. In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed constitutes any representation, warranty, assurance, guarantee or inducement by Disclosing Party to the Receiving Party with respect to the fitness of such Confidential Information for any particular purpose.

**I. No Commitment**

The disclosure of Confidential Information does not and is not intended to represent a commitment by the Disclosing Party to enter into any business relationship with the Receiving Party or with any other entity. If the Parties desire to pursue business opportunities, they will execute a separate written agreement to govern such business relationship.

**J. Term**

This NDA shall commence from the date set forth above and expire with the termination or expiration of the agreement unless earlier terminated in writing by both Parties.

The provisions of this NDA shall however apply to any Confidential Information which may have been disclosed in connection with the discussions and negotiations regarding the Purpose, prior to the date first mentioned above.

Notwithstanding the foregoing, the Receiving Party's duty to hold in confidence the Confidential Information that was disclosed during the Term and the obligations under this NDA shall remain in effect at all times and shall survive any termination/expiry of this NDA or the Agreement.

#### **K. Arbitration**

The Arbitration proceeding shall be as per the procedure laid down in the Agreement ([Annexure IX](#)).

#### **L. Governing Law and Jurisdiction**

- (a) The validity, construction and performance of this NDA shall be governed by and construed in accordance with the laws of India.
- (b) Subject to the provisions of Arbitration clause, the Parties agree to submit to the jurisdiction of a court of competent jurisdiction at Mumbai, India and to comply with all requirements necessary to give such court the jurisdiction.

#### **M. Miscellaneous**

- (a) No failure or delay by the Disclosing Party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise or enforcement of any other right, remedy or power.
- (b) This NDA shall not be assignable or transferable by either Party without the written consent of the other Party.
- (c) This NDA supersedes all prior discussions and writings with respect to the subject matter hereof and constitutes the entire agreement between the Parties with respect to the subject hereof. No waiver or modification of this NDA will be binding upon either Party unless made in writing and signed by a duly authorized representative of each Party and no failure or delay in enforcing any right will be deemed a waiver.
- (d) In the event that any of the provisions of this NDA 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.
- (e) Upon 45 days written notice, the Disclosing Party may audit the use of the disclosed resources. The Receiving Party agrees to co-operate with the Disclosing Party's audit and to provide reasonable assistance and access to information.
- (f) The Receiving Party shall not export, directly or indirectly, any technical data acquired from the Disclosing Party pursuant to this NDA or any product utilizing any such data to any country for which the Indian government or any agency thereof at the time of export requires an export license or other government approval without first obtaining such license or approval.

- (g) Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case to the address of the other party indicated below. All such communications and notices shall be deemed to have been given and received (i) in the case of personal delivery or electronic mail, on the date of such delivery, (ii) in case of delivery by a nationally recognized overnight carrier and in mailing, within a reasonable period of such mailing.

**IN WITNESS WHEREOF** this NDA has been executed by the duly authorized representative of each Party on the day and year first above written.

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By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**GENERAL INSURANCE CORPORATION OF INDIA**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Annexure VIII

DEED OF INDEMNITY

This Deed of Indemnity is made and executed at \_Mumbai on this \_\_\_\_\_ day of \_\_\_\_\_  
**2019** by

\_\_\_\_\_, a Company incorporated under the Companies Act, 1956/2013, having its registered office at \_\_\_\_\_, (hereinafter referred to as " the Service Provider"), which expression shall, unless it be repugnant to the meaning and context thereof, include its successors and permitted assigns of the First part

In favour of

**General Insurance Corporation of India**, having its registered office at Suraksha, 170, J. Tata Road, Church gate, Mumbai- 400020 (hereinafter referred to as "GIC Re"), which expression shall, unless it be repugnant to the meaning and context thereof, include its successors and permitted assigns of the Other part.

**WHEREAS** the Service Provider has agreed with GIC Re to successfully provide services as per the Scope of Work mentioned in the RFP Ref \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as "RFP") which expression shall include all attachments and annexures thereto as well as all amendments, modifications and alterations, the Bids submitted by the Service Provider and the agreement dated \_\_\_\_\_ (hereinafter referred to as "the Agreement").

AND WHEREAS pursuant to the Agreement, the Service Provider is required to execute a Deed of Indemnity in favour of GIC Re to indemnify it to the extent of 100% in respect of the situations stated therein.

The Service Provider hereby executes and furnishes to GIC Re this Deed of Indemnity (hereinafter referred to as "this Indemnity"), which is an unlimited, unconditional, irrevocable and continuing indemnity, indemnifying GIC Re to the extent of 100% in respect of the situations stated hereinafter:

NOW THIS DEED WITNESSETH AS UNDER:

1. The Service Provider shall indemnify, defend and hold GIC Re harmless from and against any monetary liability (including but not limited to loss, charge, claim, fines, penalties, damages, expense, fees etc. of any nature) or non-monetary action (including but not limited to civil, criminal, administrative, arbitratative or any other proceeding) arising out of or in any way connected with the Service Provider's performance of this Agreement .
2. In addition to the general indemnification provided in clause 1 above, The Service Provider hereby undertakes to indemnify GIC Re as per the terms and conditions of the Agreement including that:
  - 2.1 The Service Provider warrants that it shall procure all the necessary permissions, approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep GIC Re indemnified in relation thereto.
  - 2.2 The Service Provider warrants that it owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all its intellectual property rights, which are required or desirable for performance of its Services under the Agreement and regarding the same the Service Provider does not, so far as the Service Provider is aware, in carrying on its business and operations, infringe any Intellectual Property Rights of

any person. So far as the Service Provider is aware, none of the Intellectual Property Rights, owned or enjoyed by the Service Provider or which the Service Provider is licensed to use, which are material in the context of Service Provider's business and operations for the performance of the Agreement are being infringed nor, so far as the Service Provider is aware, is there any infringement or threatened infringement of those Intellectual Property Rights licensed or provided to the Service Provider by any person. The Service Provider warrants that all Intellectual Property Rights (owned by the Service Provider or which the Service Provider is licensed to use) required by the Service Provider for the performance of the Agreement are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon. The Service Provider shall keep GIC Re indemnified in relation to any breach of the warranties in this clause.

2.3 The Service Provider warrants that during the tenure of the Agreement, nothing shall be done by the Service Provider in contravention of any law, Acts, or rules and regulations, or any amendments thereof and shall keep GIC Re, indemnified in case of breach of this warranty.

2.4 The Service Provider shall adhere to the Information Security Policy of GIC Re as amended from time to time. In case the Vendor is found to be in violation of the said policy, GIC Re reserves the right to terminate this Agreement in addition to any other remedies for breach, injunctive relief and indemnity as per this Agreement and the applicable laws.

3 In addition to the indemnification provided in clause 1 and 2 above, the Service Provider hereby undertakes to indemnify GIC Re as per the terms and conditions of this Indemnity which are as follows:

3.1 The Service Provider shall indemnify and hold harmless GIC Re against any costs, loss, damages, expense, claims whether on account of bodily injury, death or damage to property (including any intellectual property claims) arising in favor of any person, corporation or other entity (including GIC Re and any third party) or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Agreement period arising out of:

- a. any Negligence or wrongful act or omission or Willful Misconduct by the Service Provider, the Service Provider's Team or any third party engaged by the Service Provider in connection with or incidental to the Agreement; or
- b. any breach of any of the terms of, the RFP, Service Providers Bids and the Agreement by the Service Provider, the Service Provider's Team or any third party engaged by the Service Provider.
- c. performance or non-performance under the Agreement.

3.2 In addition to the above the Service Provider shall at all times indemnify and hold harmless GIC Re against any and all claims by employees, workman, contractors, sub-contractors, suppliers, agent(s), employed,/engaged or otherwise working for the Service Provider, in respect claims of wages, salaries, remuneration, compensation or the like.

4. In addition to the indemnification provided in clause 1, 2 and 3 above, the Service Provider hereby undertakes to indemnify GIC Re as per the terms and conditions of the Non-Disclosure Agreement signed between GIC Re and the service Provider which are as follows:

The Service Provider acknowledges and agrees that the misappropriation or misuse of Confidential Information of GIC Re will result in irreparable and continuing damage to GIC Re for which there may be no adequate remedy at law. In the event of such a breach by the Service Provider leads to GIC Re suffering or incurring losses, damages, claims or expenses,, GIC Re shall be entitled to legal as well as equitable relief, as appropriate, including but not limited to an injunction, in addition to any monetary relief in the form of indemnification.

5 Notwithstanding the above, Service Provider shall have no obligations with respect to any indemnity claims to the extent that the indemnity claim arises or results from:

- a. Service Provider's compliance with GIC Re's specific technical designs or instructions;
- b. Inclusion in a service of any content or other materials provided by GIC Re;
- c. Modification of a service after delivery by Service Provider to GIC Re if such modification was not made by or on behalf of the Service Provider, provided the modification is not in accordance with any applicable specifications or documentation provided by or on behalf of the Service Provider;
- d. Operation or use of some or all of the service in combination with products, information, specification, instructions, data, materials not provided by or on behalf of the Service Provider,
- e. Use of the services for any purposes for which the same has not been designed or developed or other than in accordance with any applicable specifications or documentation provided by or on behalf of the Service Provider
- f. GIC Re's failure to use any modification of the services furnished under the Agreement and communicated in writing in accordance with the requirements of clause 'Notices' of the Agreement including, but not limited to, corrections, fixes, or enhancements made available by the Service Provider.

6 . The Service Provider hereby undertakes that it shall forthwith on demand and without demur pay to GIC Re such sum or sums that become payable under any of the clauses indemnifying GIC Re due to the default/defaults of the Service Provider or any third party associated with the Service Provider.

7 . Notwithstanding anything to the contrary in this Indemnity or in the Agreement, GIC Re's decision as to whether the Service Provider or any third party associated with the Service Provider has made any default/ defaults or the amounts to which GIC Re is entitled by reason thereof will be binding on the Service Provider for the purpose of this Indemnity and the Service Provider shall not be entitled to ask GIC Re to establish its claims under this Indemnity but will pay the same, on demand, without any objection, provided always, the mutual rights under the Agreement shall not in any way be prejudiced by reason of such demand by GIC Re and payment by the Service Provider under this Indemnity and the claims under the Agreement which shall be settled in accordance with the



Agreement without prejudice to GIC Re's rights to demand immediately under this Indemnity and the Service Provider's liability to pay the same.

8. To the extent the Service Provider maintains, at its expense, an insurance policy or policies providing liability insurance with respect to the acts or omissions covered by the Agreement/Indemnity, GIC Re shall be covered by such policy or policies, in accordance with its or their terms, to the maximum extent of the coverage available there under. The Service Provider shall perform all such actions in order to ensure coverage for GIC Re under such policy during the tenure of this Indemnity.
9. This Indemnity shall be valid for the entire duration of the Agreement and any renewal or extension thereof and further for a period of 6 months thereafter and renewable thereafter whenever a claim as per this Indemnity arises. The Indemnity provisions shall survive any termination or expiration of the Agreement.
10. GIC Re will have the fullest liberty from time to time to enforce or forbear from enforcing any of the terms & conditions of the Agreement and the Service Provider shall not be released from its liability under this Indemnity by the exercise of GIC Re's liberty with reference to the matters aforesaid or by reason of any time being given to the Service Provider or any forbearance, act or omission on GIC Re's part or any indulgence by GIC Re to the Service Provider or by any variations or modifications of the Agreement or any other act, matter or thing whatsoever on GIC Re's part.
11. This Indemnity and the powers and provisions herein contained are in addition to and not by way of limitation or substitution for any other guarantee, indemnities hereto before, given to GIC Re by the Service Provider and this Indemnity does not revoke or limit such indemnities or guarantees.
12. For the purpose of this Indemnity, the words defined in the Agreement but not defined herein shall have the same meaning as defined in the Agreement.

IN WITNESS WHEREOF, the Service Provider has caused this Indemnity to be duly executed as of the day, month and year first written above.

Signed and delivered by within named: \_\_\_\_\_ (SERVICE PROVIDER)

By:

Name:

Title:

Date:

In the presence of:

1.

2.



**Undertaking by Bidder**

(TO BE SUBMITTED ON THE COMPANY LETTER HEAD)

To  
General Insurance Corporation of India  
Mumbai, India

Bid for “**HOSTING AND MAINTENANCE OF GIC Re WEBSITE WITH PARTIAL DEVELOPMENT AND RE-DESIGN**”

1. I/We agree to abide by the terms and conditions of the e-Tender.
2. I/We certify that we have never been involved in any illegal activity or financial frauds.
3. I/We certify that the facts mentioned in our response to the e-Tender are true, complete and correct to the best of my/our knowledge and belief. It is also certified that we are not blacklisted by any Government Department/ any State Governments or any undertaking of the Government of India/State Governments nor any criminal case is registered/pending against us or our owner/partner anywhere in India.
4. I/We certify that I/We have read and understood the terms and conditions of the e-Tender and will abide by them till the completion of the contract period.
5. I/We note that you are not bound to accept any or all bids you may receive.

Dated:

Signature of the authorized representative

Office Seal

**HOSTING ENVIRONMENT**

(TO BE SUBMITTED ON THE COMPANY LETTER HEAD)

This is to certify that if the contract is awarded to M/s \_\_\_\_\_ the corporate web site of GIC Re will be deployed on hosting environment of \_\_\_\_\_. We assure that the hosting environment of the above cloud service provider (CSP) is empaneled by ministry of electronics and information technology (MeitY). The CSP is audit compliant and has STQC (Standardization Testing and Quality Certification) status as compliant and hosting / storage will be in India only.

(Authorized Signatory)

(Stamp & Sign)

(On letter head of the Bidder)

Annexure XII

**CODE OF INTEGRITY**

**DECLARATION**

I \_\_\_\_\_ working as \_\_\_\_\_ in \_\_\_\_\_ (name of the bidder and bidder's address in full be mentioned), hereby solemnly affirm and declare that I have been authorized by the bidder to sign the bids. I, hereby declare and certify, on behalf of the bidder, that we have accepted all the terms & conditions mentioned in the RFP No : ITMG/61/2019-20 and we shall abide by all the terms & conditions of Agreement/RFP/Purchase order.

I further declare that in relation to my/our Bid submitted to GIC Re, in response to RFP No : ITMG/61/2019-20. \_\_\_\_\_ I/we .....hereby undertake that I/we shall abide with the Code of Integrity as detailed in the RFP, and make disclosure as to any Conflict of Interest at all times, and understand that any breach of the Code of Integrity will render me/us liable to be removed from the list of registered suppliers, and would also subject me/us to other punitive action such as cancellation of contracts, forfeiture of EMD, banning, debarring and blacklisting or action in Competition Commission of India, and so on.

Signature of Authorized Signatory

(With Seal & Stamped)

Place:

Date:

Name:

Designation:

Address: