



General Insurance Corporation of India

भारतीय साधारण बिमा निगम

Limited E-Tender Document

मर्यादित ई-टेंडर दस्तावेज़

**FOR ENGAGEMENT OF CONSULTANT FOR PREPARATION
OF **ANNUAL RETURN (GSTR9) & AUDIT (GSTR9C)** UNDER
GOODS AND SERVICES TAX (GST) FOR FY 2017-18**

वस्तु एवं सेवा कर हेतु सलाहाकार की नियुक्ति के लिये

RFP REFERENCE NO. 2/2018

DATED: 21/12/2018

**Date of issue of tender Document and Download from GIC
Re's Web site: www.gicofindia.com**

Submit before 04:00 P.M. on 28/12/2018

**GENERAL INSURANCE CORPORATION OF INDIA,
SURAKSHA, 170 JAMSHEDJI TATA ROAD, CHURCHGATE,
MUMBAI – 400 020**

DISCLAIMER

This E-Tender document is not an agreement or offer by General Insurance Corporation of India (hereinafter to be referred as GIC Re) to the prospective Bidders or any other party. The purpose of this E-Tender document is to provide interested parties with information to assist the formulation of their Bid.

This E-Tender document and the information contained therein are to be used only in the manner prescribed.

While This E-Tender document has been prepared in good faith, neither GIC Re nor its employees make any representation or warranty express or implied as to the accuracy, reliability or completeness of the information contained in This E-Tender document.

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General Insurance Corporation of India

भारतीय साधारण बिमा निगम

TENDER FOR GST AUDIT

The due date and time for submission of bid is 16:00 hrs. on 28th December 2018.

Section 1

Background of the Company

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.

Purpose

GIC Re intends to invite tenders from firms of Chartered Accountants through e-procurement portal <https://gicre.eproc.in/>

Invitation

E-tenders are invited for audit of the GST Records under section 35 (5) read with section 44 (2) of the CGST Act 2017 from the following firms of Chartered Accountants for the period of July 2017 to March 2018: -

- M/s CNK & Associates
- M/s Khandelwal Jain & Co
- M/s DP Sangoi & Associates
- M/s Deloitte Haskins and Sells
- M/s Siddharth Sinkar & Associates
- Choksi & Choksi LLP
- NBS & Company

e-Tender Document

The E-tender Document (non-transferable) covering eligibility requirements and terms & conditions may be obtained by shortlisted bidders by downloading from the GIC Re website www.gicofindia.com

Important Dates

Activity	Date/ Time
Date of issue of e-Tender document	21 st December 2018
Last date for submission of e-Tenders	4.00 PM on 28 th December 2018
Opening of Techno-Commercial Bids of e-Tenders	4.30 PM on 28 th December 2018

Section 2

Eligibility Criteria

A. Firm eligibility criteria:

1. The bidder shall be a firm of Chartered Accountants either partnership firm or LLP registered with "The Institute of Chartered Accountants of India".
2. The firm/LLP should have at least 2 full time FCA partners in practice as per the documents of The Institute of Chartered Accountants of India.
3. Any one of the partners should have minimum 3 years past industrial experience in service company preferably in-service tax/GST matters.
4. Any one of the partners should possess post qualification certification on GST from The Institute of Chartered Accountants of India.
5. The firm must have head office in Mumbai headed by a full-time partner.
6. The firm should not have been banned / declared ineligible for corrupt and fraudulent practices by the Govt. of India / State Governments / ICAI and should not have any disciplinary proceedings pending against the applicant firm or any of the partners with ICAI for last 3 Years ending 31.03.2018.
7. The firm/partner associated should not been penalized for any disciplinary proceedings and no disciplinary proceedings should be pending against them as on the date of application.

It is essential that, all the above criteria prescribed are fulfilled to be eligible for appointment as GST Auditor.

The eligibility criteria shall have to be met at the time of evaluation and the firm shall continue to meet the criteria throughout the currency of the agreement.

Firm/ Partners should disclose relationship, if any, to any director/KMP of the company.

Section 3

Scope of work GST Audit

Scope of Work:

1. To conduct GST Audit of annual accounts of the company in accordance with section 35(5) read along with 44 (2) of the CGST Act, 2017 (including any enactments or amendments made as may be applicable from time to time).
2. Submission/e-filing of GST Audit Report along with annual return and reconciliation statement as per section 44(2) of the CGST Act, 2017 in E-form GSTR -9C within the scheduled date and in the manner as specified / prescribed by CBIC.

Section 4

General Terms and Conditions

1. Assignment of GST audit for the period 1st July 2017 to 31st March 2018 is intended to be awarded to successful bidder.
2. GST audit firms so appointed shall commence GST audit with immediate effect and submit GST Audit Report for certification, within the time schedule communicated by the Company subject to the GST rules.
3. Scope of Audit covers the Registered & Corporate Office situated in Mumbai as well as liaison offices in Delhi, Kolkata, Chennai and Gujarat GIFT City office.
4. The audit firm must not sub-contract the work.
5. The audit team will work in strict confidentiality and will ensure that the GST data, GST statement and GST information in respect of the operation of the location / work center / Company is dealt with in strict confidence and secrecy. A Certificate towards maintaining confidentiality is to be provided by the GST Auditor on receipt of appointment letter and before commencement of Audit.
6. The appointment of the Auditor will stand cancelled forthwith without any prejudice to all available legal or any other remedy / recourse to the company in the following cases:
 - i. If the Firm obtains the appointment based on false information / mis - statement.
 - ii. If the Firm does not take up audit in terms of appointment letter.
 - iii. If the Firm fails to maintain/honor confidentiality and secrecy of the Company's GST data, GST statement and GST information.
 - iv. If the Firm fails to comply with any of the conditions given eligibility criteria, terms and conditions.In any of the above cases, action will be taken as per the best judgment by the company.
7. Payment of audit fees shall be against bill and submission of report and it shall be inclusive of GST. TDS as applicable shall be effected from the audit fee under Income Tax Act, 1961 as well as GST Act, 2017.

Section 5

Evaluation process

- a) The ranking of the bidder on evaluation of price bid shall be determined as under:
 - i. The bidder quoting the lowest all-inclusive price will be the L1 bidder and the winner.
- b) In case, there is a tie between two firms, reverse price bidding will take place. The decision of the organization shall be final and shall not be open to challenge.
- c) Mere meeting the qualification and / or submission of application will not confer any right for selection. Acceptance / rejection of any application will be at the sole discretion of the Management.

Section 6

Instruction for submission of bid

BINDING TO ALL TERMS & CONDITIONS:

The Bidders are advised to submit the E-tenders strictly based on the terms and conditions and specifications contained in the E-tenders document including amendments, if any, issued by GIC Re prior to submission of E-tenders. The formats prescribed in the E-tenders documents should be scrupulously followed by the bidders. E-tenders bids that do not comply with the terms and conditions are liable for rejection.

SUBMISSION OF E-TENDERS:

2.1 Method of E-tenders Submission:

(1) The bidders are required to submit their respective E-tenders as per the instructions given in Annexure-II.

(2) All bids are to be submitted online on the website <https://gicre.eproc.in>. 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.

(3) The Bid should contain only the bid price (inclusive of all taxes).

(4) A self-signed and stamped scanned copy EMD deposit through NEFT/RTGS as stipulated in Section-II Para 2.2 below should be uploaded on the E-procurement portal. The RTGS/ NEFT transaction should have been done at least 1 day before the final submission of the bid.

(5) In the e-tender system, after uploading the bid, the bidder need not send any documents (hard copy) to the e-tender inviting authority before opening of price bid. If required, after opening of bid, the authenticity of the uploaded documents would be verified by the e-tender inviting authority.

2.2 Details of RTGS/ NEFT of Earnest Money Deposit (EMD):-

The payment towards non-interest bearing EMD amount ₹ 50,000/- (Rupees Fifty Thousand Only) should be made through RTGS / NEFT in account of "General Insurance Corporation of India" as per details

below:-

Corporation's Bank Details:

Account Name: General Insurance Corporation of India

Account Number: 001020100010245

IFSC Code: BKID00000010

MICR Code: 400013014

Bank of India, Churchgate Branch, Eros Theatre Building, J TATA Road, Churchgate, Mumbai 400020

- (1) No previous dues of the bidder shall be adjusted towards the above transaction of EMD.
- (2) The bidder shall use a particular RTGS/NEFT transaction for one e-tender only otherwise the bid will be rejected.
- (3) The account from which the EMD amount is to be deposited/transferred should be in the name of contractor/authorized person of the firm who have digitally signed the bid.
- (4) Refund of EMD in respect of unsuccessful bidder will also be made to that specific account of the bidder.
- (5) Refund of EMD for the successful bidder is subject to the production of valid Performance Bank Guarantee amounting to 10% of the bid value.

OPENING OF E-TENDERS:

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 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 e-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 make a decision. The authorized representative should

bring a letter on company'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 e-tender and ranking on e-procurement portal. Purchase Order(s) will be issued separately to the successful bidder(s).

PROCEDURE FOR PROCESSING THE E-TENDER:

(a) The bid prices would be displayed and the lowest commercial bid would be the L1 bidder and the winner.

(b) Any commercial bid incomplete in any respect would not be considered.

This procedure is subject to changes and the procedure adopted by GIC Re for opening the e-tender shall be final and binding on all the parties.

FORFEITURE OF E.M.D.:

The EMD submitted by the bidder will be forfeited if the bidder

- a) Withdraws the e-tender after acceptance by GIC Re; or
- b) Withdraws the e-tender before the expiry of the validity period of the e-tender; or
- c) Violates any of the provisions of the terms and conditions of the e-tender.

REFUND OF E.M.D.:

a) In case of rejection of e-tender / unsuccessful e-tender, the EMD will be refunded to the bidders after issue of Letter of Agreement to the successful bidder

REJECTION OF E-TENDERS:

The e-tender is liable to be rejected inter-alia if any of the following conditions is met:

- a) If it is not accompanied by the requisite EMD payment and other documents.
- b) If it is not in conformity with the instructions mentioned herein.
- c) If it is incomplete or due to non-furnishing of required documents.
- d) If the bid is conditional.
- e) Any billing linked to GIC Re's assets and/or revenue will disqualify the bidder.

GIC Re reserves the right to reject the e-tender without assigning any reasons whatsoever and the decision of GIC Re is final and no communication would be entertained.

VALIDITY OF BIDS:

Bids should be valid for acceptance for a minimum period of 30 (thirty) days from the last date for submission of bids. The validity may be extended by mutual consent. Offers with lesser validity period would be rejected.

AGREEMENT and Performance Bank Guarantee:

The successful bidders shall enter into a detailed Agreement with GIC Re as per draft given in **Annexure-I**. However, GIC Re reserves the right to alter / vary / amend / modify all or any of the terms set out in the said draft Agreement. The bidders are advised to go through the terms and conditions of the draft agreement before submitting their bids.

The successful Bidder shall at its own expense provide a Performance Bank Guarantee (PBG) as per Annexure-III 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 this Agreement. GIC Re reserves the right to amend/ modify/ delete all or any of the terms set out in the draft PBG. 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.

TERMINATION OF AGREEMENT/CONTRACT:

GIC Re shall have the unilateral right to terminate any agreement/contract(s) formed between GIC Re and the successful

bidder(s) by giving ten (10) days written notice in advance. Termination may result from non-performance, failure to meet warranty/service commitments, inadequate technical expertise, business failure, etc.

SUB-CONTRACTING:

The successful bidder will not, without the explicit written consent of GIC Re, make any assignment or sub-contract for the provision of any services hereby bid on.

Confidentiality Agreement/Undertaking:

As the successful Applicant/firm will have access to the data of the Corporation, the Corporation will require the firm to sign a Reciprocal-Non Disclosure Agreement as per Annexure-III for not disclosing or part with any information relating to the Corporation and its data to any person or persons or authorities, without written consent of the Corporation. Breach of the same will result in cancellation of Appointment apart from other remedies which shall be available to the Corporation against the consultant.

BIDDER'S UNDERSTANDING OF THE E-TENDER:

In responding to this E-TENDER, the bidder accepts the full responsibility to understand the E-TENDER in its entirety, and in detail, including making any inquiries with GIC Re as necessary to gain such understanding. GIC Re reserves the right to disqualify any bidder who demonstrates less than such understanding. Further, GIC Re reserves the right to determine, at its sole discretion, whether the bidder has demonstrated such understanding. That right extends to cancellation of award if award has been made. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever to GIC Re.

GOOD FAITH STATEMENT:

All information provided by GIC Re in this E-TENDER 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.

PAYMENT TERMS:

Payment shall be in Indian Rupees only. The payment will be made after the successful completion of the assignment i.e. receipt of certification documents. GIC Re will make payment subject to submission of requisite invoices/bills and other documents, as required.

GENERAL:

1. This e-tender document is not transferable i.e. if the empaneled vendor company/firm is merged/taken over by some other company/firm, then the new company/firm cannot participate in this e-tender.
2. GIC Re reserves the right to:
 - a) Accept / reject any or all of the bids submitted by a bidder, without assigning any reasons thereof.
 - b) Add, modify, relax or waive any of the conditions stipulated in the e-tender document whenever deemed necessary.
3. It is construed that the bidder has read all the terms and conditions before submitting his/her bid.
4. The bidder has to submit the bid document online well in advance before the prescribed time to avoid any delay or problem during the submission process.
5. The e-tender-inviting authority will not be held responsible for any technical snag or network failure during on-line bidding.
6. 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.
7. 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.
8. In case of any technical assistance on bid preparation/submission, login, registration, etc., kindly contact the following team :-

HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1800 HRS IST		
(MONDAY TO FRIDAY (Exclusions: GIC Re HOLIDAYS))		
Contact Nos. and email IDs for helpdesk officers		
Dedicated email	gicresupport@c1india.com (Please email your issues before your call helpdesk. This will help us serving you better.)	
Global support number	+91-22-66865600	
Dedicated helpdesk for GIC Re Auditors		
Name	Email	Phone Numbers
Sachin Toraskar	sachin.toraskar@c1india.com	+91-22-66865610
Fairlin Jivin	fairlin.jivin@c1india.com	+91-22-66865603

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

General Insurance Corporation of India,
Business Accounts Section, 3rd Floor, Suraksha,
 170, J. Tata Road, Churchgate, Mumbai-400 020
 Phone: +91-22-2286 7322 / 7327, E-mail: tender_gst@gicofindia.com

ANNEXURE-I

Agreement for GST Consultant for GST Audit for the FY 2017-18
(to be executed on non-judicial stamp paper worth ₹ 500/-)

This Agreement entered into at Mumbai on this _____day of
_____ 2018

BETWEEN _____ a company registered under the
Companies Act, 1956 and having its registered office at
_____ hereinafter referred to as the Tax Consultant
for GST Audit

AND

General Insurance Corporation of India (GIC Re), a company
registered under the Companies Act, 1956 and having its registered
office at Suraksha, 170, J. Tata Road, Churchgate, Mumbai 400020,
hereinafter referred to as GIC Re.

WHEREAS GIC Re had called for e-tenders from various companies for
Engagement of Tax Consultant for GST Audit(Consultant), hereinafter
called E-TENDER; and

WHEREAS the Tax Consultant had submitted a E-tender which was
accepted by GIC Re; and

WHEREAS GIC Re is desirous of engaging for the same; and

WHEREAS the Tax Consultant had agreed to conduct GST Audit for GIC
Re as per the terms and conditions mentioned herein below.

NOW THEREFORE THIS DEED WITNESSETH:

1. PERIOD OF AGREEMENT:

This Agreement is for the period from _____ to
_____.

2. CONSIDERATION:

GIC Re will pay to the Tax Consultant the price indicated as per the
amount mentioned in Commercial bid. The payment for GST Audit will
be made to the Tax Consultant after the execution of agreement by
means of invoices submitted by the Tax Consultant.

3. TERMS AND CONDITIONS:

GST Audit to be conducted to comply with requirement of GST Audit of annual accounts of the company in accordance with section 35(5) read along with 44 (2) of the CGST Act, 2017 (including any enactments or amendments made as may be applicable from time to time).

Submission/e-filing of GST Audit Report along with annual return and reconciliation statement as per section 44(2) of the CGST Act, 2017 in E-form GSTR -9C within the scheduled date and in the manner as specified / prescribed by CBIC.

4. DEDUCTIONS OF PENALTY:

In the event of delayed return filing i.e. after the expiry of the period as prescribed by GST Act 2017, the Tax Consultant shall be liable for a penalty deduction at a percentage of the total value of the consignment subject to a maximum of 10% (ten percent) as detailed below:-

- @ 1% up to one week;
- @ 2.5% up to two weeks;
- @ 5% up to three weeks;
- @ 10% for four weeks and above

For the purpose of this clause, part of the week is considered as a full week.

In the event of error in filing returns, then the Tax Consultant has to file the correct return for GIC Re at its own cost.

GIC Re reserves the right to blacklist the Tax Consultant under the following conditions:-

- If the Tax Consultant refuses/is unable to conduct GST Audit or file returns for GIC Re.
- Any violation of the contract and/or breach of conditions of E-TENDER.
- Any other condition(s) arising during the contract period which could affect the rights and interests of GIC Re.

5. CURRENCY AND TYPE OF CONTRACT

Payment for the GST Audit shall be in Indian Rupees only. The price quoted by the Tax Consultant should be inclusive of all expenses, transportation costs, out of pocket expenses, etc. No separate

reimbursement of any kind will be provided beyond the quoted price. GIC Re would be entitled to levy, deduct tax on payments as applicable in India.

6. CANCELLATION

The successful bidder may terminate the agreement prior to expiry of contract period by giving one month written notice in advance.

7. JURISDICTION AND ARBITRATION:

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.

The award of the arbitral tribunal shall be final and binding on the Parties.

It is a condition precedent to any right of action or suit upon this Agreement that an arbitral award shall be first obtained.

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.

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.

9. Governing Law and Jurisdiction

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

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.

10. FORCE MAJEURE:

Neither the Tax Consultant nor GIC Re shall be liable to the other for the delay in or failure of their respective obligations under this Agreement caused by occurrences beyond the control of the Tax Consultant or GIC Re (as the case may be) due to fire, floods, power cuts, acts of the public enemy, war, insurrections, riots, strikes, lockouts, sabotage, or any civil unrest arising out of an Act of God, any law, statute or ordinance, order action or regulations of the Government or any compliance therewith similar to the above. Either party shall promptly notify the other of the commencement and cessation of such contingency and prove that such is beyond their control and affects the fulfillment of their obligations under this Agreement adversely.

The respective obligations of the parties shall be extended for the period of Force Majeure provided notices as required above are given in time and the contingency established if so required by the other party.

11. Co-operation –

The Consultant shall co-operate fully with any body constituted to investigate/conduct an inquiry into the processing or execution of the Contract or any other matter related to the discharge of contractual obligations by the Consultant.

12. LIABILITY AND INDEMNITIES:

The Service Provider represents and warrants that the service rendered do not violate/infringe upon any patent, copyright, trade secret, or other property right of any other person or other entity. The Service Provider agrees that it will and hereby does, indemnify GIC Re from any claim, directly or indirectly resulting from or arising out of any breach or claimed breach of this warranty.

13. CONFIDENTIALITY:

The Service Provider acknowledge that all material and information which has or will come into its possession or knowledge in connection with this agreement or the performance hereof, consists of confidential and proprietary data, whose disclosure to or use by third parties will be damaging or cause loss to the GIC Re. The Service Provider agrees to hold such material and information in strictest confidence, not to make use thereof other than for the performance of this Agreement, to release it only to employees requiring such information and not to release or disclose it to any other parties. The Service Provider shall take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information under this agreement are fully satisfied.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals the day and year herein mentioned.

SIGNED, SEALED AND DELIVERED by the within named GIC Re by hands of _____ (signature) Name: _____ Designation: _____ Company: GIC of India in the presence of _____ (signature) Name: _____	SIGNED, SEALED AND DELIVERED by the within named (Service Provider) by hands of _____ (signature) Name: _____ Designation: _____ Tax Consultant: in the presence of _____ (signature) Name: _____
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ANNEXURE-II

1. 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 contractors/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 who are already enrolled not need to go through the above step.

2. Preparation of Bids by Registered Vendor:

- i. For preparation of bid Bidders shall search the e-tender from published e-tender list available on site and down load 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 online through the contact details given under section 15.8.

iii. Bidders should keep the bid documents ready in advance that are needed to be submitted as indicated in the e-tender 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 e-tender may lead to rejection of the bid.

v. 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.

vi. 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.

3. Submission of Bids by Registered 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 E-tender Notice / e-tender document on or before the last date & time mentioned in the E-tender Notice / e-tender document, otherwise the uploaded bid will be rejected. The bidders claiming exemption as a NSIC registered unit shall upload the scanned copy of valid NSIC registered confirming as manufacturer of e-tendered item.

iii. While submitting the bids online, the bidder shall read the terms & conditions of E-tender Notice / e-tender document 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 e-tender Notice / e-tender document according to specified cover.

v. Bidders shall note that the very act of using DSC for downloading the E-tender Notice / e-tender document and uploading their offers is

deemed to be a confirmation that they have read all sections and pages of the e-tender notice / e-tender document without any exception and have understood the complete E-tender Notice / e-tender document and are clear about the requirements of the E-tender Notice / e-tender document.

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 - III RECIPROCAL NON-DISCLOSURE AGREEMENT

(To be executed by the selected bidder)

This Agreement ("Agreement") is entered into on this ____ day of _____ 2018 between:

_____, a Company incorporated under the Companies Act, 1956 or 2013, having its corporate office at _____ hereinafter referred to as "____" which expression shall, unless it be repugnant to the meaning and context thereof, include its successors, authorized agents, representatives and permitted assigns of the one part;

And

General Insurance Corporation of India, a company duly incorporated and existing under the laws of India, whose registered office is at "Suraksha", 170, J. Tata Road, Churchgate, Mumbai – 400020, India ("GIC Re") which expression shall, unless it be repugnant to the meaning and context thereof, include its successors, authorized agents, representatives and permitted assigns of the other part.

Hereafter referred to individually as a "**Party**" and collectively as the "**Parties**". For purposes of this Agreement, 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, _____ 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 _____ and GIC Re has sought the appointment of Auditor under GST as per the Scope of Work in Section 3 this RFP/ e-tender document dated _____ and to eventually enter into a detailed Agreement for the same ("Purpose").

To facilitate such consultations and discussions certain Confidential Information (as defined below) will be required to be shared between the Parties.

AND WHEREAS, The parties wish to protect any such Confidential Information (as defined herein below) in accordance with the terms and conditions of this agreement.

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

A. Definition of "Confidential Information"

"**Confidential Information**" means any information disclosed to, received by, otherwise accessed by or coming to the knowledge of Receiving Party to this Agreement, either orally or in writing, whether disclosed directly or indirectly that:

- i. by its character or nature or by the circumstances in which it is disclosed/received/assessed/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; procedures; technologies or theory; know-how; marketing techniques and materials; marketing and development plans; customer/ vendor names and other information related to customers/ vendors, price lists, pricing policies and financial information; and any scientific or technical or commercial information, information and trade secrets;

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

(vi) 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 Agreement, 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 Agreement 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 Agreement, 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, duplicate, copy, transmit or otherwise 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 Agreement. 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 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.
 - (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 Agreement. 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 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, and in the event of such a breach, resulting in losses, damages, claims or expenses incurred or suffered by 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 Agreement and any breaches in security that may 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. Term

This Agreement shall commence from the date set forth above and expire after completion of the assignment, unless earlier terminated in writing by both Parties.

The provisions of this Agreement 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 Agreement shall remain in effect at all times.

H. Arbitration

The Arbitration proceeding shall be as per the procedure laid down in the RFP.

I. Governing Law and Jurisdiction

- (a) (a) The validity, construction and performance of This Agreement 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.

J. 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

K. 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.

L. 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 Agreement shall not be assignable or transferable by either Party without the written consent of the other Party.
- (c) This Agreement 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 Agreement 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 Agreement shall be held by a Court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect.
- (e) 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.
- (f) 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.

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

By: _____

Name: _____

Title: _____

GENERAL INSURANCE CORPORATION OF INDIA

By: _____

Title: _____

Date: _____

ANNEXURE - IV

DRAFT OF PERFORMANCE BANK GUARANTEE TO BE EXECUTED BY SUCCESSFUL BIDDER

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 "Suraksha", 170, J. Tata Road, Mumbai 400020 (hereinafter called 'Corporation'), having entered into an Agreement dated ____ for the "GST Audit for the FY 2017-18" (hereinafter called "the said Agreement") with (Auditors name and address) (hereinafter called "the said Auditor") and the Auditor, 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 said Agreement, for the due fulfillment by the selected Bidder of the terms and conditions contained in the RFP and the said Agreement,

1. We, _____ (Name of the bank and full address) (hereinafter called the "Bank") at the request of _____ (Name of auditor/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 auditors of any of the terms and conditions contained in the said 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 auditors of any of the terms and conditions contained in the said Agreement or by reason of the auditor's failure to perform the said 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 auditor(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 auditor(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 said Agreement and that it should continue to be enforceable till all the dues of the Corporation be under or by virtue of the said Agreement have been fully paid and its claim authorities satisfied or discharged by the said auditors.

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 said Agreement or to extend time of performance of the said auditors from time to time to postpone for any time or from time to time of the powers exercised by the Corporation against the said auditors and to forbear or enforce any of the terms and conditions relating to said 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 auditor 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.
6. Any claim which we, _____ (Name of the bank and full address) have against the Vendor 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 Selected Bidder or otherwise howsoever. We, the Bank, will not counter claim or set off against its liabilities to GIC Re hereunder any sum outstanding to the credit of GIC Re with it.
7. This guarantee will not be discharged due to the change in the continuation of the Bank or the Vendor.
8. We, _____ (Name of the bank and full address) undertake not to revoke this guarantee during its currency except with the previous 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 Purchaser "to proceed against" the said Vendor "before proceeding against" the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any other security which the Purchaser may have obtained or obtain from the Vendor 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 upto 6 months after all contractual obligations of the Bidder 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 V

**PROFORMA COMMERCIAL
(ON OFFICIAL LETTER HEAD)**

The Deputy General Manager
General Insurance Corporation of
India SURAKSHA, 170, 3rd Floor,
Jamshed Tata Road,
Mumbai-400 020

Dear Sir,

**APPOINTMENT AS GST CONSULTANT FOR ANNUAL RETURN (GSTR9) & AUDIT (GSTR9C)
UNDER GOODS AND SERVICES TAX (GST) FOR FY 2017-18**

With reference to your RFP Document dated 21/12/2018, we submit here below the Commercial Proposal.

Description	Commercial Bid (in INR)
GST Consultant Fee inclusive of Tax as applicable	
Amount in Words	

I/We agree that this offer shall remain valid for a period of 90 days from the last date of submission of proposal or such further period as may be mutually agreed upon.

Yours sincerely,

Authorised Signatory

Date:

Place: