



भारतीय साधारण बीमा निगम

General Insurance Corporation of India

**Suraksha, 170, J. Tata Road,
Churchgate, Mumbai – 400 020.**

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REQUEST FOR PROPOSAL (RFP)

FOR

SELECTION OF REGISTRAR & TRANSFER AGENT FOR FY 2020-21 (RTA)

E-Tender

Tender Ref: GIC Re/Sec/R&TA/2020-21/001

Date of Issue: August 25, 2020

Submit before September 15, 2020; 17:30 Hrs.

This document is meant for the exclusive purpose of Bidding as per the Specification Terms, Condition and Scope indicated, shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.

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DISCLAIMER

This Request for Proposal (**hereinafter to be referred as RFP**) 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 RFP document is to provide interested parties with information to assist the formulation of their Bids.

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

While this RFP 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 RFP document.

INTRODUCTION

GIC Re was incorporated on November 22, 1972 under the Companies Act, 1956 as a private company limited by shares. At the time, GIC Re was a wholly owned Government Company.

During FY 2017-18, GIC Re completed its Initial Public Offer (IPO) consisting of Offer for Sale (OFS) of 107,500,000 equity shares by the Government of India and fresh issue of 17,200,000 equity shares respectively of face value Rs. 5 each. The shares of GIC Re were listed on National Stock Exchange of India Limited (NSE) and BSE Limited (BSE) on 25th October 2017.

During F.Y.2018-19, GIC Re issued bonus equity shares in the ratio of 1:1 i.e. one equity share for every one existing equity share held, by capitalization of reserves of GIC Re.

The authorized and paid-up share capital of GIC Re are Rs. 1,000 crore and Rs. 877.20 crore, respectively, as at March 31, 2020. Presently, the Government of India holds 85.78% stake in GIC Re.

The net worth of GIC Reason March 31, 2020 was Rs. 20,529.45 Crore (inclusive of Fair value change Account). The Loss Before Tax and Loss After Tax of GIC Re for the year ended March 31, 2020 was Rs. 445.97 Crore and Rs. 359.09 Crore, respectively.

GIC Re's shareholding pattern as on July 31, 2020 is as follows:

Category of Shareholders	No. of Shareholders	% age Holding
Promoters (Govt of India)	1	85.78
Institutions	90	12.11
Bodies Corporates	576	0.15
NRIs/FPIs	2614	0.05
Resident Individuals, HUFs	260204	1.63
Clearing Members	205	0.02
QIB	11	0.26
Total	263701	100

REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF REGISTRAR AND TRANSFER AGENT (RTA)

LETTER OF INVITATION

General Insurance Corporation of India, GIC Re (A Govt. Of India Company) invites Bids from SEBI registered Category I Registrar & Transfer Agents (RTA), having a valid registration and fulfilling eligibility criteria. The Scope of work is as per **Annexure – 3**.

TIMELINE

The following shall be the time schedule for completion of the bidding process.

Sr. No.	Event	Schedule, Date / Time
1.	Date of issue of RFP	August 25, 2020
2.	Last Date for submission of queries*/ request for clarification from bidders through email. <i>(No queries will be accepted on telephone or through any means other than e-mail.)</i>	August 31, 2020
3.	Uploading of Clarification/Amendment/Modification to RFP Document.	Will be displayed on website
4.	Last date of Bid submission	17:30 Hrs. September 15, 2020
5.	Date of Opening of Technical Bid Time & Place	September 16, 2020 15.00 Hrs. at GIC Re, Suraksha, 170, J T road, Churchgate
6.	Date of Opening of Financial Bid	September 21, 2020 15.00 Hrs. at GIC Re, Suraksha, 170, J T road, Churchgate
7.	Result of Financial (Price) Bid of Qualified Bidder	Will be displayed on website

*Queries are to be submitted at E-mail:cs.gic@gicofindia.com. Clarifications on queries will be uploaded on the GIC Re website <http://www.gicofindia.com> after last date of receipt of queries.

Detailed RFP (non-transferable) covering eligibility requirements, technical specifications and terms & conditions may be obtained by downloading from the GIC Re website i.e. www.gicofindia.com, from August 25, 2020. RFP document is also available on GIC Re's e-procurement website with link as <https://gicre.eproc.in/> and [CPPP](#).

The bidders are expected to examine all instructions, forms, terms and other information in the RFP document. Failure to furnish all information required as per the RFP document or submission of proposal not substantially responsive to the RFP document in every respect will be at the bidder's risk and may result in rejection of its proposal and forfeiture of the Bid Earnest Money Deposit.

ELIGIBILITY AND MANDATORY PRE-QUALIFICATION CRITERIA

1. Bidder should be Category I SEBI Registered Registrar, with validity covering at least next 1 year. (Please provide a copy of the certificate while submitting the proposal).
2. Clean Track Record: Should not have been debarred from SEBI in the past 3 Years (self-certified and submitted along with the proposal).
3. Should have a minimum of 8 years of experience of handling the activities of Registrar & Share Transfer Agent (RTA) as on 31st March 2020.
4. Satisfactory past track record of handling at least three FPO/Rights Issue/Offer for Sale during 3 financial years ending 2019-20.
5. Should have minimum clientele of 10 (Ten) companies/corporates for the Registrar and Share Transfer Business as on 31st March 2020 and at least 3 listed companies should have more than 2,50,000 share folios each.
6. The clientele profile should include minimum of one Public Sector Company as on 31st March 2020.
7. The Bidder should have an annual business turnover of more than Rs.10 Crores for last three financial years ending 31st March 2020.
8. Having the functional work site at Mumbai.
9. Should have online connectivity with NSDL and CDSL. (Documentary evidence to be enclosed).
10. There should not be any restraint order pending at any Judicial Fora in India and abroad regarding the RTA's business/their right to handle RTA services as on the date of bidding. (A declaration to this effect may be provided in the covering letter)
11. Any of its director or principal officer should not have been convicted for any offence involving moral turpitude and / or should not have been found guilty of any economic offence (A declaration to this effect may be provided in the covering letter).
12. Bidder must have Technology for Client/Investor servicing (dissemination of information on allotments/refunds through website, IVRS, Reports, Alerts, web access to data base to Company, etc.) (A declaration to this effect may be provided in the covering letter).
13. Technical infrastructure- Data base maintenance, Redundancy in capacity, scalability, DRS and BCP, data security, achieve and retrieval, communication, Voice data management, integrity and validation.
14. Bidder must have dispatch arrangements- SELF GPC or through mailing agents (A declaration to this effect may be provided in the covering letter).
15. Should have necessary infrastructure like adequate office space, equipment, server, manpower and latest versions of data processing hardware and software (A declaration to this effect may be provided in the covering letter).
16. Cyber security and cyber resilience frame-work as stipulated under SEBI circular having reference no. SEBI/HO/MIRSD/CIR/P/ 2017/ 0000000100 dated 08.09.2017. A certificate conforming the technological specifications obtained from a CISA qualified auditor shall be submitted.

Note: If a bidder does not meet any one of the above eligibility and mandatory pre-qualification criteria, it will be technically disqualified and its Financial Bid will not be opened.

Further, the Contract of Appointment may be terminated, in case, it is found at a later stage that the appointed RTA does not comply with eligibility requirements.

TERMS AND CONDITIONS

1. GIC Re reserves the right to reject any or all offers without assigning any reason. GIC Re may decide to not to avail of any services from any bidder as a consequence of this RFP. 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.

2. RIGHT TO REJECT BIDS

GIC Re reserves the absolute and unconditional right to reject any response to this RFP if it is not in accordance with its requirements and no correspondence will be entertained by GIC Re in the matter.

The bid is liable to be rejected if:

- It is not in conformity with the requirements/instructions mentioned in this RFP.
- It is not properly/duly signed and stamped by the Bidder.
- It is conditional.
- It is not accompanied by EMD.
- It is received after expiry of the due date and time. Bidders shall not be permitted to alter or modify their bids after expiry of the deadline for receipt of bids.
- It is incomplete including non-furnishing of the required documents / information as required in terms of this RFP.
- It is evasive or contains incorrect information.
- There is canvassing of any kind.
- Bid having Conflict of Interest.

(A bidder may be considered in a conflict of interest with one or more bidders in the same bidding process under this RFP if they have a relationship with each other, directly or indirectly, through a common firm, that puts them in a position to have access to information or influence the Bid of another bidder.)

- Bidder delays in submission of additional information or clarifications sought by GIC Re.
3. The Bidder will be qualified based on assessment as per Technical Bids. The Financial Bids of those technically qualified bidder companies only will be opened.
 4. Technical Bid and Financial Bid is to be signed by Authorized Partner/Signatory. Please refer to the proforma of the Authorized signatory at Annexure –6.
 5. It is construed that the bidder has read all the terms and conditions before submitting his/her bid.
 6. A Bidder shall submit only one proposal/bid, either individually or as a joint venture in another proposal/bid. If a Bidder including a joint venture partner submits or participates in another proposal/bid, all such proposals/bids shall be disqualified.
 7. Any billing linked to GIC Re's Assets and/or Revenue will disqualify the bidder.

8. CLARIFICATIONS AND AMENDMENTS TO RFP

Prospective bidders may seek clarification on the RFP by email till the date and time mentioned in the "Timeline".

It may be noted that all queries, clarifications, questions etc., relating to this RFP Document, technical or otherwise, must be in writing only and should be addressed to the nominated point of contact as mentioned below:

General Manager & Company Secretary

cs.gic@gicofindia.com

GIC Re may, for any reason, whether at its own initiative or in response to clarification(s) sought from prospective bidders, modify the RFP contents by amendment /corrigendum. Clarification / Corrigendum /Amendment, if any, will be notified in the websites. No individual communication would be made in this respect.

9. CANCELLATION OF TENDER PROCESS

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. Any decision of the GIC Re in this regard shall be final, conclusive and binding on the Bidders.

10. ADHERENCE TO TERMS AND CONDITIONS

The Bidders who wish to submit Bids to this RFP should note that they should abide (in true intent and spirit) by all the terms and conditions contained in the RFP including corrigenda, if any, issued by GIC Re prior to submission of bids. Bids that do not comply with the terms and conditions shall be summarily rejected. The Bidder must take due care and caution in this regard. If the Bids contain any extraneous conditions put in by the bidders, such proposals may be disqualified and may not be considered for the selection process. The formats prescribed in this RFP should be scrupulously followed by the Bidders.

11. EXECUTION OF SERVICE AGREEMENT AND NON-DISCLOSURE AGREEMENT

The selected Bidder will be required to execute (a) Service Agreement (**Annexure – 4**), within 14 days from the receipt of notification of award of the contract, which must include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed or recommended by GIC Re. GIC Re reserves the right to alter / vary / amend / modify all or any of the terms set out in the said draft Service Agreement before the same is signed and (b) Reciprocal Non- disclosure Agreement (NDA)(**Annexure – 5**). The selected Bidder will be required to execute the Service Agreement and NDA on completion of the procurement processes as outlined herein.

12. 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.

13. 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

14. ASSIGNMENT & SUB-CONTRACTING

Neither the contract nor any rights granted under the contract can be sold, leased, assigned, or otherwise transferred, in whole or in part, by the selected Bidder. The selected Bidder shall not assign or subcontract the work, service or other performance required of the selected Bidder under the contract without the prior consent of the GIC Re. If such consent is granted, the assignee or the subcontractor shall ensure that they comply with all the requirements of this RFP and Agreement.

Such approval by GIC Re of an assignee/ a sub – contractor shall not relieve the selected bidder from any of its obligations, duties, or responsibilities under this Agreement and the selected bidder shall be liable to GIC Re for all of the services under this Agreement, including Services performed by any such assignee/ Sub-Contractor.

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

Any such assignee/ sub-contractor 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 assignee/ sub-contractor.

15. PERIOD OF CONTRACT

The Bidder who is declared **L-1** on the basis of Financial Bid shall provide service as defined in "**Annexure – 3: Scope of Work**" to GIC.

The service agreement with the selected bidder shall remain valid for a period of 1 year from the date of execution, thereafter the agreement may be renewed on a yearly basis by mutual consent of the parties, maximum term being limited to 3 years (upto 2022-23) on the same terms and conditions. Provided that GIC shall reserve the right of renewal based upon the satisfactory performance by the selected bidder. However, necessary changes may be made to take care of changed circumstances, for instance, increase in Scope of Work owing to change in applicable laws, rules and/or regulations.

16. OUT OF POCKET EXPENSES

The RTA shall bear all expenses in connection with the visit of their officials to GIC Re's Office for submission of share transfer memorandum and other records to share transfer committee meetings and any other meetings.

17. SCOPE OF WORK& REQUIREMENTS

Technical requirement and scope of work is as per **Annexure – 3**.

18. PAYMENT OF FEES

Payment of fee shall be in Indian Rupees only. The fee shall be payable on providing satisfactory periodic services as per agreement.

No extra payment will be admissible other than fees quoted by the selected bidder in the financial bid. The fee quoted by the bidder should be inclusive of all expenses but exclusive of all applicable taxes and duties which shall be paid at actuals.

GIC Re reserves the right to deduct any proportionate amount from the successful bidder on account of insufficient/unsatisfactory work or careless execution of the job.

There shall be no escalation in the prices once the prices are fixed as per the Financial Bid.

19. TERMINATION

"Termination Clause" is as per the Service Agreement (Annexure - 4).

However, the Contract of selection of the Registrar & Transfer Agent may be terminated by GIC Re, in case it is found at later stage that the Selected Bidder does not comply with eligibility requirements.

20. VERIFICATION OF DOCUMENTS

Documents and/or reports submitted by the selected bidder shall be verified as per Standard Operating Procedure (hereinafter referred to as 'SOP') dated 02-02-2016. 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.

21. 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/warranty implied or otherwise that any item is without error. GIC Re is not responsible or liable for any resulting claims by use of this information.

22. EARNEST MONEY DEPOSIT (EMD)

The EMD for this e-tender is Rs. 75,000/- (Rupees Seventy-Five Thousand only). The bidder must submit EMD in the form of the NEFT/RTGS 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.	BKID00000010

- The EMD shall 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 NEFT/RTGS 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 firm who has digitally signed this e-tender on the e-procurement portal.
- Refund of EMD in respect of unsuccessful bidder will also be made to that specific account of the bidder from which the EMD was received.
- Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or as registered with the Central Purchase Organisation or the concerned Ministry or Department are exempted from payment of EMD. For availing such exemption, bidder must submit the current relevant certificate by uploading it in Technical Bid Section.
- The RTGS/ NEFT transaction should have been done at least 2 days before the final submission of the bid.

22.1 Forfeiture of EMD

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

- if the bidder withdraws the bid after acceptance by GIC Re; or
- if the bidder withdraws the bid before the expiry of the Bid validity period; or
- if the bidder violates any of the provisions or the terms and conditions of this RFP.
- In case of a successful bidder, if the bidder fails to accept the letter of appointment or take up the assignment as RTA after acceptance of letter of appointment, furnish the Service Agreement, Reciprocal Non-Disclosure Agreement, Integrity Pact and/or Performance Bank Guarantee in accordance with terms and conditions of the RFP.
- If the Bidder alters its Bids during the Bid Validity Period;
- The decision of GIC Re regarding forfeiture of the EMD shall be final and shall not be called in question under any circumstances.

22.2 Refund of EMD

- a) EMD of the successful bidder shall be refunded after execution of Service Agreement Reciprocal Non-Disclosure Agreement, Integrity Pact and Performance Bank Guarantee (PBG).
- b) In case of unsuccessful bidders, EMD would be refunded after completion of procurement process i.e. after final selection of bidder.
- c) Refund of EMD in respect of unsuccessful bidder will also be made to the specific account of the bidder as per the details furnished in the Technical Bid.

23. PERFORMANCE BANK GUARANTEE (PBG)

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 Financial Bid Value for performance guarantee within 14 days from the receipt of notification of award of the contract from GIC Re, which shall be 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 the ensuing Agreement. PBG should be submitted in the format given in **Annexure -10**. 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 submitted. 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 Draft Agreement 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.

24. 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.

25. 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.

- 26.** The bids and all supporting documentation submitted by the bidder as part of the RFP response shall become and remain the property of GIC Re.
- 27.** GIC Re will not be held responsible for any technical snag or network failure during on-line bidding.
- 28.** 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.
- 29.** 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.
- 30.** The bidders will be shortlisted based on assessment as per technical bids. The financial bids of these shortlisted bidders only will be opened.
- 31.** It is construed that the bidder has read all the terms and conditions before submitting his/her bid.
- 32.** The Bidder shall be responsible for all the cost associated with the preparation or execution of the RFP documents.

33. PREFERENCE TO MICRO AND SMALL ENTERPRISES (MSEs)

This shall be strictly in terms of the mandates of the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012.

1. For the purpose of this clause, Micro and Small Enterprises ("MSEs") shall be as defined by The Micro, Small and Medium Enterprises Development Act, 2006 (as amended from time to time)
2. MSEs shall be given the tender document free of cost.
3. MSEs shall be exempted from payment of earnest money subject to furnishing of relevant valid certificate for claiming exemption.
4. MSE quoting price within price band L1+15% (fifteen percent) may be awarded the tender, considering spirit of policy for enhancing the Govt. procurement from MSE, as mentioned above.

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).

34. SPECIAL CONDITION FOR STARTUPS

This shall be strictly in terms of the mandates of the Department of Industrial Policy and Promotion.

1. For the purpose of this clause an entity shall be considered a Start Up in the following cases:
 - a) Up to five years from the date of its incorporation/registration;
 - b) If its turnover for any of the financial years has not exceeded ₹ 25 (Rupees Twenty-five) crore
 - c) It is working towards innovation, development, deployment or commercialization of new products, processes or services driven by technology or intellectual property;

Provided further that in order to obtain benefits a start-up so identified under the above definition shall be required to obtain a certificate of an eligible business from the Inter-Ministerial Board of Certification.
2. Startups shall not be eligible for any kind of relaxation as far as quality or technical specifications mentioned in the RFP are concerned.

35. 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.

36. COMMUNICATION

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

Formal Communications shall include, but are not limited to:

- a. Questions concerning this RFP: Questions must be submitted in writing via the email address provided.

- b. Errors and omissions in this RFP and enhancements: Bidders shall bring to the notice of GIC Re any discrepancies, errors, or omissions that may exist within this RFP. Any error/omissions must be submitted via e-mail and be received by August 31, 2020.
- c. With respect to this RFP, Bidders can recommend to GIC Re any enhancements that might be in the best interests of GIC Re. These recommendations must be submitted via e-mail and be received by August 31, 2020.

GIC Re will make a good-faith effort to provide a written response to each question or request for clarification. Written responses will be uploaded on GIC Re Website.

37. 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 or to disqualify any Bidder who is at material variance with the object of this RFP. Further, GIC Re reserves the right to determine, at its sole discretion, whether the Bidder has demonstrated such understanding. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever to GIC Re.

38. INTEGRITY PACT

The Bidders that desire to bid against this RFP, shall compulsorily sign an Integrity Pact with the 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 Umakant Lal, e-mail: umakantlal@yahoo.co.in
2. Dr. Atanu Purkayastha, e-mail: dratanu2011@gmail.com

The said Integrity Pact can be downloaded from the 'Media - Downloads – Policies and Guidelines' link on the website <https://www.gicofindia.com/>. The Bidder shall 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 bids.

A. BINDING TO ALL TERMS & CONDITIONS:

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

B. METHOD OF BID SUBMISSION:

1. The e-bidders are required to submit their respective bid as per the instructions given in **Annexure-9**.
2. All Bids are to be submitted online on the website <https://gicre.eproc.in> as e-tenders (hereinafter 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.
3. The bids received after the specified date & time for receipt of bids shall not be considered.
4. Technical Bid as per **Annexure-1** and other documents sought along with the technical bid are to be filled in/uploaded online.
5. Financial bid as per **Annexure- 2** is to be submitted online.
6. 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 bid, 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.
7. A self-signed and stamped scanned copy of EMD deposit through NEFT/RTGS should be uploaded.
8. Bids containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the bids. Technical details must be completely filled in. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "Accepted", "Noted", "As given in Brochure/Manual" "negotiable", "to be discussed" is not acceptable. GIC Re may treat such bids as not adhering to the RFP guidelines and as unacceptable.
9. The e-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.
10. 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 you call helpdesk. This will help us serving you better.)	
Global support number	+91-124-4302000 Ext: 112 / 103	
Dedicated helpdesk for GIC Re Suppliers		
Name	Email	Phone Numbers
Saranraj Naicker	saranraj.naicker@c1india.com	+91-22-66865609
Nimesh Bhardwaj	Nimesh.bhardwaj@c1india.com	+91-124-4302000 Ext: 103
Escalation Level		
Fairlin Jivin	fairlin.jivin@c1india.com	+91-124-4302000 Ext: 112
Steven Crasto	steven.crasto@c1india.com	-

11. Bidding firm to provide its Bank account details

Sr. No.	Particulars	Details
1	Type of Account	
2	Account Number	
3	Name of Bank	
4	Name of Branch	
5	Address of Branch	
6	MICR Code	
7	IFSC Code	

Please provide documentary proof of all information provided. For details, attach additional sheets, if required. Interested Registrar & Transfer Agents (Eligible as Above), shall submit their bid as per E-Tender Process in **Annexure – 9**.

C. OPENING OF BIDS:

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 bids will be opened online, on the scheduled date and time at the address (mentioned under the head Timeline on Page no. 4 of this RFP), 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.

However, should the current situation of lock down continue in the city, making physical presence at a single location challenging, the bids will be opened by the authorised officials of GIC Re under 'work from home' conditions and the result will be displayed on GIC's website.

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 on e-procurement portal. Award of contract will be issued separately to the successful bidder.

Technical Bid

Technical Bid to contain the following mandatory details/documents:

- i. Covering Letter with Name and Registered Address of the Bidder.
- ii. Full name of Contact Person (s), their Contact Numbers (landline and mobile) & Email ID.
- iii. Full Name of all Directors, with contact details (e-mail, Telephone numbers, Fax numbers, Office address).
- iv. Address and details of functional work site in Mumbai.
- v. Profile of the Bidder, with specific mention of all particulars like year of establishment/Registration.
- vi. Self-Attested Copy of SEBI Category I Certificate of current/previous year, as applicable.
- vii. Organisational chart.
- viii. Details of dedicated team structure exclusively available to render R&TA services to GIC Re.
- ix. List of top ten clients (along with number of folios) for last three years
- x. Clean Track Record: Should not have been debarred from SEBI in past 3 years. (Self-Certification)
- xi. Past experience (minimum of 8 years) of handling the activities of Registrar & Share Transfer Agent (RTA) as on 31st March 2020.
- xii. Details of past track record of handling at least three FPO/Rights Issue/Offer for Sale during 3 financial years ending 2019-20.
- xiii. Details of clientele of 5 (Five) companies/corporates for the Registrar and Share Transfer Business as on 31st March 2020 along with atleast 3 listed companies having more than 2,50,000 share folios each.
- xiv. List of Public Sector Company (not less than 1) as clients as on 31st March 2020.
- xv. Annual business turnover (not less than Rs. 10 Crore) for last three financial years ending 31.03.2020.
(Self-Attested Copy of Profit & Loss Account and Balance Sheet of the Bidder company for the last 3 (three) financial years)
- xvi. Details of online connectivity with NSDL and CDSL. (Documentary evidence to be enclosed).
- xvii. Details of web-based software which enables GIC Re to access information online. (Documentary evidence to be enclosed).
- xviii. Details of Technical infrastructure- Data base maintenance, Redundancy in capacity, scalability, DRS and BCP, data security, achieve and retrieval, communication, Voice data management, integrity and validation.
- xix. Copy of certificate conforming the technological specifications obtained from a CISA qualified auditor towards Cyber security and cyber resilience framework as stipulated under SEBI circular having reference no. SEBI/HO/MIRSD/CIR/P/ 2017/ 0000000100 dated 08.09.2017.
- xx. Self-Attested Copy of PAN.
- xxi. Self-Attested Copy of GST certificate.
- xxii. Self-Attested copy of ISO certificate, if applicable
- xxiii. Self-Attested copy of MSME Certificate, if applicable
- xxiv. Self-Declaration in the enclosed format **(Annexure-6)**.
- xxv. Checklist in the enclosed format **(Annexure – 8)**.

All the documents enclosed with the bid document to be serially numbered and duly signed and stamped by the authorized signatory of the bidder.

THE TECHNICAL BID NOT TO CONTAIN ANY DETAILS OF FINANCIAL BID. THE MENTION OF ANY DETAILS OF THE FINANCIAL BID IF FOUND UPLOADED/MENTIONED/REFERRED IN THE TECHNICAL BID SHALL DISQUALIFY THE BIDDER.

Non-submission of all required/mandatory documents shall lead to disqualification.

THE TECHNICAL BID CONTAINING ALL ELIGIBILITY AND PRE-QUALIFICATION CRITERIA/TECHNICAL QUALIFICATION SHOULD BE ON THE LETTER HEAD OF THE BIDDER AND DULYSIGNED BY AUTHORIZED SIGNATORY ALONG WITH THE COMPANY SEAL/STAMP.

Financial Bid

Financial Bid to contain the following:

The bidders shall submit the financial bid in the format attached as '**Annexure 2**'. The lumpsum 'fee quoted' should not be less than Rs. 1/- and should be in the multiple of Rs. 1/- thereafter.

The Fees for the services shall be **all inclusive** except for applicable taxes if any, which shall be paid at actuals by GIC Re. GIC Re would be entitled to deduct TDS as applicable while making payments according to the Indian taxation rules

No extra payment will be admissible other than fees quoted by the selected bidder in the financial bid.

If a bidder quotes 'NIL' charges/consideration, the bid shall be treated as unresponsive and will not be considered/shall be rejected.

GIC Re reserves the right to deduct any proportionate amount from the successful bidder on account of insufficient/unsatisfactory work or careless execution of the job.

The quoted rate is valid for entire tenure of the contract. No escalation in payment will be admissible.

The Financial bid which shall be on the letter head of the Bidder shall be duly signed by authorized Signatory along with the Company seal.

Any Financial bid incomplete in any respect or deviating from the specified format would not be considered.

The Technical Bid/Financial Bid NOT to be submitted in the format of a Legal Agreement.

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.

BID EVALUATION CRITERIA AND SELECTION PROCEDURE

Evaluation method

The bids will be evaluated/scrutinized on the basis of copies of documents submitted along with the bids and fulfilment of specified Terms and Conditions. The evaluation process comprises the following steps:

1. Technical bid would be opened on the specified date and time.
2. The documents submitted by the bidders would be evaluated by the Tender Committee of GIC Re.
3. Bidders who are found to be Technically qualified will be shortlisted for opening of Financial Bids.
4. Financial bids would be opened on the specified date and time of only those bidders who have been Technically qualified.
5. The bidder with the lowest quote based on Total Amount (L1) will be identified as the successful bidder.
6. In case of a tie in the financial bid, the bidder with higher technical score will be selected.

If for any reason the Bid of any Successful Bidder (L1) is rejected, GIC Re may, at its discretion:

- i. Consider the next lowest Financial Bid (L2);
- ii. Annul the bid process; or
- iii. Take any such measure as may be deemed fit in the sole discretion of GIC Re;

Any effort made by the bidder to influence GIC Re in the evaluation / contract award decision, may result in the rejection of the bid. **Each bid will be evaluated using the criteria and process outlined.**

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 Bidders.

CLARIFICATION OF BIDS AND SHORTFALL INFORMATION/DOCUMENTS

During evaluation and comparison of bids, GIC Re may, at its 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.

STANDARD FORMATS (PROFORMA) FOR TECHNICAL AND FINANCIAL PROPOSAL.

The Bidders should necessarily submit the information as per the prescribed formats given in the RFP while submitting both technical and financial Bids. Any deviation in this regard entails the Bidder for disqualification.

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 or action in Competition Commission of India, and so on.

All bidders shall abide with the above Code of Integrity and shall sign and submit a declaration in this respect in the format attached as Annexure 7.

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 indemnify GIC in respect of any losses, costs, damages whether direct or indirect arising out of the failure, omission or non-observance of any laws, rules, 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.

Contract Variations

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 order may change the scope of work of this RFP and the ensuing Agreement, including the specifications, statement of work, delivery dates/timing of submission of reports, personnel inputs or out of pocket expenditures.

If any such change has cost or time implications for the selected bidder, GIC shall adjust price and delivery schedules equitably through a 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 deletions in the scope of work, then the cost and 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 Agreement 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 due to 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.

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:¹

- 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 Agreement 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 Agreement during the entire Contract cycle.
- c. The bidder undertakes that the bidder shall be responsible to GIC Re for the Misdemeanors 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.

Governing Law and Jurisdiction

- a. The validity, construction and performance of this RFP and the ensuing Agreement 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 Agreement, 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.

Arbitration:

The Arbitration proceeding shall be as per the procedure laid down in the Agreement (Annexure 4).

ANNEXURE 1 - PROFORMA FOR TECHNICAL BID

(On letter head of Registrar & Transfer Agent to be uploaded online)

PROFORMA FOR TECHNICAL BID

(For Selection of Registrar and Transfer Agent)

To,
The General Manager & Company Secretary,
General Insurance Corporation of India
"Suraksha", 170, Jamshedji Tata Road,
Churchgate,
Mumbai - 400 020

Sr. No	Particulars	Remarks
1.	Name of the Bidder Company: Registered Address of the Bidder Company: Profile of the Bidder Company: Full Name(s) of the Contact person(s) and the Contact details. ◦ Land Line (if any) _____ ◦ Mobile _____ ◦ Email ID _____	
2.	Name (s) of the Chairman, Managing Director & other Director(s) with the following details: a. E-mail address b. Telephone Number / Mobile Nos. c. Fax Number d. Office Address	
3.	Details of Office in Mumbai Address: - Telephone Nos.: Fax No.: - Email:- Website (if any):-	
4.	Details of past experience in providing R&TA services	
5.	Major Public/Right issues/Offer for Sale etc. handled during last three years i.e. 2017-18 to 2019-20: - a) Name(s) of the Client b) Book-building/fixed price issue c) Volume d) Month/Year	

	e) Whether a Client at present f) No. of Folios	
6.	Details of web-based software which enables GIC Re to access information online. (Documentary evidence to be enclosed).	
7.	The details of Infrastructure facilities (including connectivity) available with the company, viz., a) Hardware b) Software c) Software Development d) Storage capacity e) Safe Deposit vaults f) Security g) Manpower h) Insurance cover i) Others	
8.	List of top 10 clients (along with number of folios) for last three years and details of Public Sector companies as client.	
9.	Whether RTA Activities are based at the Registered Office? If no, address of the premises of RTA Activities. Details of offices at other places including at Mumbai.	
10.	Annual business turnover for 2017-18, 2018-19 and 2019-20. (Provide Self-Attested Copies of Profit & Loss Account and Balance Sheet of the Bidder Company for FY 2017-18, 2018-19 & 2019-20)	
11.	• Self-Attested Copy of SEBI Category I Certificate; • Self-Declaration in the enclosed format (Annexure -6); • Self-Attested Copy of PAN of the Bidder Company; • Self-Attested Copy of GST Certificate of the Bidder Company; • Self-Attested ISO certification, if any • Self-Attested copy of MSME Certificate, if applicable	
12.	Organizational Chart	
13.	Details of dedicated team structure exclusively available to render RTA services to GIC Re	
14.	Whether any appeal/unresolved dispute/suit/case is pending at any court, judicial or otherwise in India regarding the existence of the business/their right to handle R&TA services. - If so, details thereof including its present status.	
15.	Whether the Company has been debarred from SEBI in past 3 years ending 31 st March 2020.	
16.	Whether the Company has ever been barred/blacklisted by any of its clients for whom it was/is acting as Share Transfer Agent. If yes, please give details viz. name of the Company, when barred & reasons thereof etc.	

17.	Copy of certificate conforming the technological specifications obtained from a CISA qualified auditor towards Cyber security and cyber resilience framework	
18.	Any other relevant information (Please attach separate sheet, if required.)	

Declaration –

1. All the information provided by me/us herein above is correct.
2. I/We have no objection if enquiries are made about the work listed by me/us in the accompanying sheets/annexure.
3. I/We have read all the terms & conditions of bid and the instructions and these are acceptable to me/us.

Signature: -----

Name & Designation of the Authorized Signatory: -----

Stamp of the R&TA: -----

Date: -----

Place: -----

(To be filled online while submitting the bid)

PROFORMA FOR FINANCIAL BID**(For Selection of Registrar and Transfer Agent)**

To,
The General Manager & Company Secretary,
Board Secretariat Department,
General Insurance Corporation of India
"Suraksha", 170, Jamshedji Tata Road,
Churchgate, Mumbai - 400 020

Sr. No	Description	Fees in INR in figure (exclusive of applicable taxes)		
		Per folio per annum	No. of Folios	Total (Refer Note a)
1.	Folio Maintenance Charge (Refer Note b)		2,65,974	
2.	Fee for providing Mailing list/communication details of shareholders for mailing documents		2,65,974	
3.	Postal ballot/ Remote e-voting – Preparation data for issue notice for Postal ballot/remote e-voting, coordinating with scrutinizer		2,65,974	
4.	Fee for preparing of Data for Annual Return Filing		2,65,974	
5.	Fee for Sending bulk emails communications like AGM/EGM Notices, Annual Reports, Performance Results, ECS Intimations, Bonus/Right allotment/refund Intimations, Postal Ballot, Chairman Speech, Reminders to unclaimed dividends/e-voting etc., through ELECTRONIC MODE to the email addresses of all the shareholders who have registered their emails. (Refer Note d)		2,65,974	
6.	Fee for Sorting/ Signature verification etc. in case of Postal ballot		2,65,974	
7.	Fee for processing of FPO/OFS/Right issue/Bonus Issue/Issue of Bonds and Debentures etc. (Refer Note c)		2,65,974	
8.	<u>Dividend</u> a. For processing Dividends, Printing of dividend warrants and postal register b. Additional printing of security feature on Dividend Warrant (Barcode)		2,65,974	

	c. Reconciliation of Dividend Warrant / Processing of Data for Updation on Master, Generation of Paid / Unpaid Data / Register			
9.	Overprinting on stationary for communication of physical copies of ECS/Postal Ballot/ Notices/ Allotment/Refund etc. (Refer Note d)		2,65,974	
10.	Warehousing Charges for Record maintenance	Lumpsum		
11.	Fee for Web Related activities	Lumpsum		
12.	Fee for Maintenance of communication links for each depository (NSDL and CDSL) to cover cost of maintaining ongoing linkage expenditure incurred for the Depository Link Operation.	Lumpsum		
13.	AGM/ EGM Conducting (computerized) charges inclusive of all expenses.	Actuals based on production of invoices.		
14.	Reimbursement of out of pocket expenses incurred during ordinary course of business, restricted to postage, courier and telephone expenses (Refer Note d)	Actuals based on production of invoices.		

- Taxes will payable exclusive of fees quoted above as applicable from time to time.

Total amount in words (Sum of items 1 to 12): Rupees _____ only
Plus Taxes as applicable.

Notes:

- a) **The number of folios indicated above i.e. 2,65,974 are number of Shareholders as on date of last AGM i.e. 27.08.2019 and the same is subject to change. The total amount in respect of variable expenses shall be based on the number of shareholder folios as on the date of last AGM (Total = Exp per folio x Number of Folio as on the date of last AGM).**
- b) **The charges pertaining to the following shall be included as Folio maintenance charges. No separate charges allowed for these services.**
- Transfers of shares/ Transmission of shares, issue of duplicate share certificates, Split of shares, Transposition/ consolidation/ rematerialisation/ dematerialisation of shares, Registration of power of attorneys, lock-in of promoter holdings etc.,
 - Registration/Modification/ deletion transactions like change of addresses /name/bank mandate etc.
 - Revalidation of dividend warrants/issue of duplicate dividend warrants etc.,
 - All types of correspondence with the shareholders in attending their grievances.
 - Providing complete details of shareholders in soft copy as and when required.
 - Providing interface to the GIC Re to obtain online tracking system of shareholder grievances. Submission of information of shareholder grievance status and other reports.
 - Maintenance of shareholder register and transfer books and storage and preservation of old records.

- viii) Assistance in conducting AGM/ all EGMs, as and when required to be conducted during the year, for taking attendance of the shareholders (including of deputing the personnel and arranging the required infrastructure).
- ix) Preparation of data/reports for compliances with SEBI LODR relating to Shareholding/investor grievances/reconciliation etc.

c) Fee for processing of FPO/OFS/Right issue/Bonus Issue/Issue of Bonds and Debentures

Fee for processing of FPO/OFS/Right issue/Bonus Issue/Issue of Bonds & Debentures etc., shall include charges for downloading NSDL & CSDL data and preparation of reports, validation, allotment of shares (including creating temporary ISIN) and any other charges in connection with activities relating to NSDL & CDSL.

d) Following expenses incurred will be reimbursed on actual basis on submission of relevant bills/vouchers at monthly intervals.

- i) Charges for Overprinting on stationary for communication of physical copies of ECS/Postal Ballot/ Notices/ Allotment/Refund etc.
- ii) Communication charges for sending letter to shareholders/ Company/statutory Authority through (i) ordinary post (ii) speed post (iii) low cost courier (iv) Fax (v) email.
- iii) Cost of printing material, Computer stationery and other material used for printing of records/correspondence etc.,
- iv) Cost of dividend warrant stationery / ECS confirmation letters/other forms duly approved by GIC Re including cost of stationery.

1. The quoted rate is valid for entire tenure of the contract. No escalation on payment for this contract will be demanded by us.
2. Invoicing may be made monthly after the expiry of the corresponding month.
3. Payment will be made as per the RFP.
4. No payment of incidental expenses in due course for execution of ensuing contract will be demanded by us.

Signature: -----

Name & Designation of the Authorized Signatory: -----

Stamp of R&TA: -----

Date: -----

Place: -----

ANNEXURE 3 - SCOPE OF WORK

1. Taking over the service of Registrar and Share Transfer Agents (RTA) from the existing service provider including data migration and taking into its possession with due inventory details of all the existing records pertaining the past RTA operations. This will be sole responsibility of the successful bidder appointed as new RTA to collect, preserve and make available the old records for appropriate processing of the shareholder requirements. It shall be the duty of the successful bidder who shall be appointed as new RTA to collect every details/record from the existing RTA including of the claims/suit filed accounts and also to ensure to defend all cases to protect GIC Re's interest.
2. The new RTA shall build up all the existing data in their systems and shall enable GIC Re to view the existing data through its web-based services within 30 days failing which, at the sole discretion of GIC Re, such appointment is liable to be cancelled. GIC Re will not reimburse any expenses incurred in taking over all the records from our existing registrars and transfer agents and for building up the data in the RTA system.
3. Live Folio Maintenance and Maintenance of Web Based Services – A dedicated website for online information to GIC Re and its shareholders including facility for lodging and Tracking complaints including SEBISCORES, Nomination and ECS Mandate etc.
4. Maintenance of Shareholders' documents viz; Power of Attorney/s, duly executed Indemnity Bond/s, Succession Certificate/s, Letters of Administration, Probates of Wills, Marriage Certificates, Death Certificates, Memorandum of Articles of Association, Trust Deeds, Board Resolutions & Signatures of Authorized Signatories etc. for Companies/Bodies Corporate/Trusts etc.
5. Preparation of Various Returns and MIS Reports at periodical intervals required by GIC Re and other reports relating to General Meeting/Election of Directors etc.
6. Providing relevant data/input promptly and within stipulated time frame for submission of intimation to Stock Exchanges in terms of SEBI (LODR) Regulations, 2015 and other statutory regulatory bodies as per applicable laws rules and regulations.
7. Transfers/ Transmissions/ Transpositions/ Consolidation/ Splits/ Demat/ Remat/ Issue of duplicate share certificate/ Release of stop transfer request of the shareholders within the stipulated time limit.
8. Attending the correspondence received from shareholders pertaining to the transactions of change of addresses/ name/ bank mandate/ ECS mandate/ nomination/ lien/ power of attorney etc.

9. Depository Related Services to the Shareholders of GIC Re wherever applicable i.e. handling of dematerialization of the Share Certificates/Scripts as per the terms and conditions of the Tri-partite Agreement to be entered into between GIC Re, RTA and the National Securities Depository Ltd, and/or Central Depository Services Ltd.
10. Entire work pertaining to the Interim/Final dividend payment from processing, over printing of instruments and up to the stage of dispatch of Dividend Warrant/ECS advices. Attending to the work relating to previous dividend warrants which includes Revalidation of dividend warrants, issue of duplicate dividend warrants and Reconciliation of dividend warrants accounts.
11. Printing of Dividend Warrant/ECS letter /Postal Ballot Form//Envelopes/Other Stationery duly approved by GIC Re. Actual postage paid to the Dept. of Post by the R&TA for bulk mailing like dispatch of Dividend warrants & ECS, Postal ballots, Annual Reports etc. would be reimbursed.
12. Generation of addresses of Shareholders, City-wise bifurcation etc. for dispatch of Annual Report/Postal Ballot etc. of GIC Re to whom Annual Report is to be sent in physical form.
13. Initiating and completing all the regulatory formalities required for shifting of NSDL/CDSL connectivity and building up the data in RTA system for starting the functions as the RTA, within 30 days from the date of letter of appointment to act as a RTA.
14. Assistance in conducting AGM/EGM (including meeting conducted through Video Conferencing facility (VC) or Other Audio-Visual Means (OAVM) etc. at Mumbai for taking attendance of the shareholders (inclusive of deputing the personnel and arranging the required infrastructure). Generation of EVSN for remote E-Voting on agenda item/s of AGM/EGM and other activity relating to E-Voting and coordinating with the Agency appointed by GIC Re for E-Voting.
15. RTA shall perform all work as Registrar & Share Transfer Agents in connection with the Shareholders of GIC Re, in accordance with the provisions of the, Companies Act, 2013, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and SEBI Guidelines, Rules and Regulations.
16. Serving of notices, Annual Report, ECS intimation, allotment/refund intimation, performance highlights etc. via e-mail to the eligible shareholders as a part of GREEN Initiatives as notified by MCA. Presently, around 2,27,577 (as on 31st July 2020) shareholders have registered their e-mail Ids as per records.
17. Correspondence with Shareholders / Company/ Court/ Consumer Forum etc.
18. Maintain liaison with Dividend Bankers, Postal Authority, and Stationery Printers for the dividend activities. It is the responsibility of RTA to coordinate with the dividend paying banker for Dividend Reconciliation Statement on monthly basis and more particularly at the

time of transferring the Unpaid Dividend Account to Investors Education & Protection Fund after expiry of 7 years from the date of transfer to the said unpaid Dividend Account.

19. Provide the information/documents/certificates/ registers required for filing /furnishing statutory return/Reports/ SEBI, Stock Exchanges or any other Statutory Authority.
20. Settle the grievances of the Investors as RTA within the statutory time limit as well to file the Action Taken Report in the online portal of SEBI Investor Complaint System i.e. SCORES.
21. Carry out all other activities not mentioned specifically above but prescribed under SEBI (Registrar to an Issue and Share Transfer Agent) Rules and Regulations, 1993, and any other Act and Regulations as may be applicable for RTA work.

DRAFT SERVICE AGREEMENT

(To be submitted by the Successful Bidder after issue of Letter of Appointment)

THIS AGREEMENT IS MADE and entered into on this _____ day of _____ 2020 by and between _____, a Company incorporated under the _____ and having its Registered Office at _____ (hereinafter referred to as "Transfer Agent") which expression shall unless it be repugnant to the context or meaning thereof, include its successors, executors, and permitted assigns of the one part

and

GENERAL INSURANCE CORPORATION OF INDIA, a Company incorporated under the Companies Act 1956 and having its Registered Office at Suraksha, 170, J. Tata Road, Churchgate, Mumbai - 400020 (hereinafter referred to as "THE COMPANY") which expression shall unless it be repugnant to the context or meaning thereof, include its successors, executors, and permitted assigns on the other part

Both the which are individually referred to herein as a "Party" and collectively as the "Parties".

WHEREAS

1. The Company has around xxxxxxxxx shareholders/folios as on AGM dated xxxxxxxxxx and has to render services relating to transfer, transmission, dematerialization, rematerialization etc. in accordance with its Articles of Association and relevant provisions of Companies Act, and other applicable statutory requirements.
2. The Transfer Agent is a Securities & Exchange Board of India (SEBI) registered Category I Share Transfer Agent, having permanent Registration no. _____ and the Company has approached the Transfer Agent to act as Share Transfer Agent and the Transfer Agent has accepted the assignment.
3. In terms of Regulation 9A (1) (b) of SEBI (Registrars to an Issue and Share Transfer Agent) Regulations, 1993, the Transfer Agent is required to enter into a valid agreement with the Body Corporate on whose behalf the Transfer Agent has to act as Share Transfer Agent and in pursuance of the same the Transfer Agent and the Company intend to enter into an agreement being these presents.
4. WHEREAS GIC Re is desirous of selecting a Registrar & Transfer Agent 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.
5. AND WHEREAS GIC Re has called for bids from eligible bidders pursuant to the RFP.
6. AND WHEREAS the successful bidder represents that it has the necessary resources and experience for being a "Registrar & Transfer Agent" 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.

7. AND WHEREAS the successful bidder 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 successful bidder.
8. AND WHEREAS GIC Re has accepted the bid of the successful bidder based on the documents submitted by it under the e-tendering process and has issued Appointment / selection Order No. _____ Dated _____.
9. 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. The Company hereby appoints the Transfer Agent as Share Transfer Agent and the Transfer Agent accepts such appointment.

2. **Conditions Precedent:**

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

- 2.1. The Transfer Agent 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 10 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 Transfer Agent 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 Transfer Agent failure to complete its obligations under this Agreement.

- 2.2 The Transfer Agent shall obtain all statutory, regulatory and other approvals required for the performance of the Services under this Agreement.
- 2.3 The Transfer Agent 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.
- 2.4 The Transfer Agent shall furnish the Code of Integrity undertaking in the format attached as Annexure 7 with the RFP.
- 2.5 The Transfer Agent shall sign the Non-Disclosure Agreement (NDA) in the format attached as Annexure 5 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.

3. The Transfer Agent thereby undertakes to perform and fulfill such functions, duties and obligations and to provide such services as are mentioned herein.
4. The Company will ensure that all records/reports/documents are handed over to Transfer Agency after its appointment. The responsibility of the Transfer Agency will commence on receipt of records/reports/documents.
5. The Company will inform shareholders/debenture holders/investors by way of Press Notice/letters/other media about the appointment and change in STA if any, one month before handing over the assignment / change in appointment of Transfer Agency.
6. **Representations and Warranties:** The Transfer Agent hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term, expiration and termination hereof, the following:
 - a. 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 services as per scope of work.
 - b. That it has obtained certificate of permanent registration from SEBI and that the certificate is valid.
 - c. It has not violated any of the conditions subject to which registration has been granted and that no disciplinary or other proceedings have been commenced by SEBI and that it is not debarred/ suspended from carrying on its activities.
 - d. It shall perform its duties with highest standards of integrity and fairness and shall act in an ethical manner in all its dealings with clients, investors, etc. and that it will not take up any activities which are likely to be in conflict with its own interest, interest of the Company and investors and/or contrary to the directions issued by SEBI.
 - e. It shall carry out its duties / responsibilities and complete all the formalities within the specified time limits as per the relevant statutes, SEBI Guidelines and Depository & Stock Exchange Regulations.
 - f. In case of any change in its status/constitution it shall obtain permission from SEBI.
 - g. That the STA 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.
 - h. That the representations and warranties made by the STA in the bid or in this Agreement are and shall continue to remain true and the Transfer Agent 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 STA shall be bound by all the terms of the RFP and this Agreement throughout the term of this Agreement.
 - i. That all conditions precedent under this Agreement have been satisfied.
6. The Company hereby confirms that it has satisfied itself about the capability, including the infrastructure especially the computer hardware and requisite software, i.e. share accounting package of the Transfer Agent to handle the assignment.

7. The Company hereby declares that it has complied with or agrees to comply with all statutory formalities under the Companies Act, guidelines for disclosures and investors protection issued by SEBI, listing agreement of Stock Exchanges and other relevant statutes pertaining to share transfer activities.
8. The Company and Transfer Agent agree and shall carry out the functions, duties and obligations set out in the RFP/Scope of Work /Schedule hereto, which may be modified from time to time by the Company in consultation with the Transfer Agent. In addition thereto, the following activities shall also form part of the Transfer Agent's functions and responsibilities during the currency of this Agreement:
 - a. Receipt of requests for transfer, endorsement as fully paid up, allotment/call money, split, consolidation and change of address, issue of duplicate certificate in lieu of misplaced/lost certificates/exchange of share certificates of merged companies & subdivided share.
 - b. Processing of requests for transfer, endorsement as fully paid up, receipt of allotment/call money and other correspondence received in connection with transfer activities.
 - c. After verification of transfer deeds, preparation of transfer proposals for approval of the Company, endorsement on the certificates.
 - d. Dispatch of transferred certificates to the Transferees within the mandatory period as laid down in the Companies Act, [listing agreement and other applicable statutory provisions;
 - e. Processing and confirmation of dematerialization / re-materialization requests electronically within the stipulated time frame prescribed by Depositories.
9. The Transfer Agent will handle the transfer work from its office at _____ which has been declared to SEBI and approved by it for carrying on its activities. The address of its office shall be printed in all stationery meant for communication with investors as well as regulatory authorities.
10. All the input materials, that are to be supplied by the Company/ agreed to be supplied by the Company will be delivered by the Company at its cost at the office of the Transfer Agent stated above in Clause 9 and all finished tabulations, statements, unused stationery bearing the name and the letterhead of the Company and all original documents supplied by the Company to the Transfer Agent are to be delivered by the Transfer Agent at the Company's cost to such address as may be specified.
11. The Transfer Agent's responsibility under this Agreement will be restricted to the duties of the Transfer Agent as agreed to herein and the Transfer Agent will not in any way be construed to be an agent of the Company in any of its other business in any manner whatsoever.
12. The Transfer Agents shall execute and abide by the reciprocal NDA attached as Annexure 5.
13. The Transfer Agent shall use its best efforts to perform the duties assigned to it in terms of this agreement with the utmost care and efficiency. Transfer Agent shall ensure that adequate controls are established to ensure the accuracy of the reports furnished by it. Transfer Agent shall, however, not be responsible or liable for any direct or consequential omission/commission committed by the Transfer Agent in good faith or in absence of its negligence or breach of the terms of this agreement or due to reasons beyond the Transfer Agent's reasonable control.
14. The Company is primarily responsible for share transfer work assigned to STA. The STA shall execute its duties and obligations hereunder efficiently, with due diligence and care. The Transfer Agent shall indemnify defend and hold harmless the Company, its directors, employees and its successors to the extent of 100% from and against-
 - a. all costs, liabilities, judgment, obligation, losses, expenses (including reasonable attorneys' fees & expenses) of whatsoever kind or nature incurred by or imposed upon the Company as a result of any suit, claim, action and demand which may be made or commenced against the Company by any holder of the securities issued or other third party as a consequence of any failure or deficiency on the part of the Transfer Agent in performing, fulfilling or providing

any of the functions, duties, obligations and services hereunder. Provided however, the Transfer Agent shall not be liable for any indirect or consequential loss caused to the Company due to error or omission committed by it in good faith, unless such damages are caused by the negligence, willful misconduct, failure to act or recklessness of the Transfer Agent.

- b. for any acts, deeds or things done by their employees which is outside the scope of work or authority vested or instructions issued by GIC Re.
- c. Any breach of any terms of the Bid, RFP and this Agreement by the Transfer Agent.
- d. In the event of delay in the performance of its obligations and may impose liquidated damages for the delay. Due to such delay, any penalties imposed by any regulator or statutory body either pecuniary or otherwise on GIC Re, would be borne by the Transfer Agent in monetary terms

In addition to the above, The Transfer Agent shall at all times indemnify and keep indemnified the GIC Re against any and all claims by Employees, Workmen, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Transfer Agent, in respect of wages, salaries, remuneration, compensation or the like.

All claims regarding indemnity shall survive the termination or expiry of this Agreement

- 15. The Company and Transfer Agent agree that in case of non-compliance of any of the covenants contained in these presents a report thereof shall be made to SEBI within 7 days.
- 16. The Transfer Agent shall make an endeavour to redress complaints of the investors within 7 days of receipt of the complaint during the currency of the Agreement. This, however, shall not exempt the Transfer Agent from redressing the complaint of the investors within one month during the period it is required to maintain the records under the SEBI (Registrars to an Issue and Share Transfer Agents) Regulations, 1993 and the Company shall do all such things and extend necessary co-operation to the Transfer Agent for complying with the Regulations. The Transfer Agent shall retain the records during the tenure of this Agreement and shall provide any such record(s) to the Company as and when required.
- 17. The Company & Transfer Agent shall be responsible for protection and handling of the Personally Identifiable Information (PII) being collected by Transfer Agent on their Website or otherwise, in pursuance to the Services being rendered by Transfer Agent under this Agreement in due compliance with the Policies of the Company and other applicable statutory provisions in this regard. Any legal, regulatory or financial consequences arising out of such information procurement i.e. PII; shall be borne jointly by Transfer Agent and the Company and shall have no liability whatsoever.
- 18. The Company agrees that formats of all reports, statements, share or debenture certificates and other documents shall be in conformity with the standard designs approved by the Stock Exchange(s).
- 19. The Company and the Transfer Agent agree that the fees and charges payable to the Transfer Agent shall be as specified in Schedule--- hereunder written and shall remain firm until the renewal of the terms mutually agreed in writing and shall not be subjected to any escalation on any account whatsoever without prejudice to the rights of the Parties as per the other clauses in this Agreement.
- 20. The Company, in its absolute discretion, may take special contingency insurance policy to cover risks arising out of fraud, forgery, errors of commission / omission. Such insurance policy shall not cover risks arising out of negligence or breach of duty committed by the Transfer Agent.
- 21. Should there be major change in the scope of work from that indicated in this Agreement or in the event of complete collapse or dislocation of business in the financial market of the country due to war, insurrection or any other serious sustained political or industrial disturbance or in the event of force majeure, the Transfer Agent shall have option to withdraw its appointment or renegotiate the terms of this Agreement. However, the Transfer Agent shall be liable for the activities done till termination of this Agreement and thereafter in terms of SEBI (Registrars to an Issue and Share Transfer Agents) Regulations, 1993.

22. The Company may provide all required stationery' items, envelopes and postage expenses well in advance to enable the Transfer Agent to process all transfers, transpositions, transmissions and other share transfer related activities. The Company shall ensure that after the approval of transfer requests by the Company, the funds for dispatch shall be made available to the Transfer Agent to complete dispatch of duly transferred share certificate(s) within the stipulated time as prescribed in Companies Act/Listing Agreement.
23. If the transactions covered under this Agreement are liable to any sales tax / service tax or other levy, the Company shall reimburse to the Transfer Agent their liability for payment of such tax levy including interest and other sum, if any, payable in respect thereof. The Company shall be responsible for payment of applicable taxes, provided that the Transfer Agent shall raise invoices with such particulars of the payment as agreed in this Agreement and mention the applicable tax component on the invoice enabling the Company to process the invoice within the said due dates. It is agreed that The Company will process the invoice raised for payment as per this Agreement and make payments on or before the due dates. The Company shall not be responsible for any tax liability arising out of this Agreement, if the same were not charged in the periodical invoices.
 - a. The Company will bear all reasonable expenses for legal advice/action, which may have to be taken for no lapse on the part of Transfer Agent, but for any eventuality which may arise in connection with the transfer work.
 - b. It is hereby understood by and between the Parties to this agreement that with a view to enable the Company to defend all legal proceedings against the Company, the responsibility of the RTA shall be limited to —
 - i. Providing such information as may be available in the records handed over to the Transfer Agent by the Company.
 - ii. Assisting the Company in appointing an Advocate or liaising with any Advocate appointed by the Company and to obtain periodic details of the progress of the proceedings before Hon'ble Courts or Forums from time to time.
 - iii. Assisting the Company in providing the necessary evidences that may be available with it and made available to it by way of documents, papers etc to enable the Company to take necessary' steps to prepare written statements, affidavits, petitions, applications and all such documents that may be required for the purpose of defending itself against the aforesaid proceedings.
 - c. The Company shall authorize such of its Officers, Managers, Executives, or other Senior Persons to swear affidavits, to sign written statements or other such documents for adequately defending itself in any of the legal proceedings as stated hereinabove.
24. The Transfer Agent shall maintain following documents and records pertaining to transfer activities by way of hard copies and if required by the company may also store the same by way of tape drives/ in computers:
 - a. Checklist, inward register, transfer register, buyer/seller register with net effect as on date of approval of transfer proposals, transfer deeds, specimen signature cards or signatures captured on signature scanner, dispatch register/postal journal, objection memos, mandates, Power of Attorney/Board Resolutions, RBI approvals in case of NRIs, Jumbo Transfer deeds in case of FIIs, Annual Returns/Return of Allotment, Interest/Dividend Register. Other relevant documents pertaining to transfer activities.
 - b. Correspondence with the Company, investors, SEBI and other statutory or non- statutory bodies
 - c. Records pertaining to investor complaints, Board Resolutions passed by the Company authorizing the transfer Agent to endorse the certificates and other documents on behalf of the Company.
 - d. Magnetic tapes or any media required to store all the data pertaining shareholders and related transfer activities

These records shall be maintained for a minimum period of 3 years as provided in Regulations 15 of the SEBI (Registrar to an Issue and Share Transfer Agent) Regulations, 1993 and the same should be made available for inspection as and when required by statutory authorities including SEBI irrespective of, if the agreement is in force or not.

25. Other conditions as mutually agreed between the Company and the Transfer Agent.

26. **Anti-Fraud and Corruption**

It is the Company's policy that Company as well as the Transfer Agent 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, Company defines, for the purpose of this provision, the terms set forth below as follows:

- 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 Company, 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 Company:

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

Measures to be taken by the Transfer Agent:

- a. The Transfer Agent shall during the entire Contract cycle, comply with the provisions of the Anti-Fraud Policy of Company and not commit any Misdemeanor.

- b. The Transfer Agent 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.

The Transfer Agent undertakes that the Vendor shall be responsible to Company for the Misdemeanors and non-compliance of the Anti-Fraud Policy committed by the above named persons during the entire Contract cycle.

- c. If the Transfer Agent 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 Company, provide information it may reasonably require regarding such conduct.
27. Ethical Standards and Human Rights: The Transfer Agent warrants that it has ethical and human rights policies and an appropriate complaints procedure to deal with any breaches of such policies. The Transfer Agent also warrants that, to its actual knowledge, in relation to the Services under the terms of this Agreement (a) it does not employ, engage or otherwise use any child labour; (b) it does not use forced labour, corporal punishment, mental, physical, sexual or verbal abuse and does not use cruel or abusive disciplinary practices and does not discriminate against any employees on any illegal ground in any form; (c) it provides access to clean water, food, and emergency healthcare in the event of accidents or incidents and complies with applicable health and safety requirements; (d) it pays each employee at least the minimum wage, complies with the laws on working hours and is respectful of its employee's right to join or form trade unions. The Company reserves the right to seek reasonable confirmation / certificate of compliance by the Transfer Agent with the above provisions and the Transfer Agent shall furnish the Company with such documents as may be requested by the Company in relation thereto, as and when reasonably required by the Company.
28. The Company has the right at any time to conduct an audit of the Transfer Agent to ensure that appropriate controls are in place and to inspect all relevant records and procedures of Transfer Agent and/or its sub-contractor which relate to Transfer Agent's performance under this Agreement. Transfer Agent shall maintain a complete audit trail of all transactions resulting from this Agreement. Transfer Agent shall fully co-operate, and shall procure that its employees and/or sub-contractors shall, fully co-operate, with the Company in relation to any audit or inspections conducted pursuant to this clause. Transfer Agent shall cooperate fully with the Company or its designees in connection with audit functions and with regard to examinations by regulatory authorities. The Company's auditors and other representatives shall comply with Transfer Agent's reasonable security requirements.
29. This agreement with the Transfer Agent shall be valid for a period of One year from the date of its execution, thereafter the agreement may be renewed on a yearly basis by mutual consent of the parties, maximum term being limited to 3 years (upto 2022-23) on the same terms and conditions. Provided that GIC shall reserve the right of renewal based upon the satisfactory performance by the Transfer Agent. However, necessary changes may be made to take care of changed circumstances, for instance, increase in Scope of Work owing to change in applicable laws, rules and/or regulations.
30. Termination:
- 30.1 Either party has the right to terminate this Agreement by giving two months' notice in writing to the other during the validity period of the agreement to the others
- 30.2 GIC Re may at any time terminate this Agreement where-
- a. the Transfer Agent 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.
 - b. GIC Re may terminate this Agreement, if the Transfer Agent fails to comply with any

decision reached consequent upon arbitration proceedings pursuant to dispute resolution clause hereunder.

- c. If at any point of time and for any period the Liquidated damages exceeds 100% of PBG submitted by the Vendor.
 - d. 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.
31. On termination / expiration of this Agreement, the Transfer Agent shall provide the Company full assistance in transferring the services to the Company or its designee. The Transfer Agents shall:
- a. Co-operate with the Company or its designee and shall assist in the preparation and implementation of a plan for the transfer of the Services from the Transfer Agent to the Company or to its designee;
 - b. Provide master file and field descriptions and record layouts and other similar information necessary for the Company or its designee to use the Transfer Agents data / software without disruption to the Company's operations.
 - c. Provide to the Company or its designee the problem management records, as these exist as of the effective date of the termination or expiration of this Agreement
 - d. Return to the Company or its designee remaining property of the Company in Transfer Agent's possession, including remaining reports, data and other Information (alternatively, as required by the Company);
 - e. Provide to the Company or its designee reasonable access to appropriate Transfer Agent's personnel in order to address questions or issues with respect to the Transfer Agents' prior performance and transfer of the Services.

32. **Force Majeure**

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 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 the Company. In such an event, the affected party shall inform the other Party in writing within seven days of the occurrence of such event. The Company will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Transfer Agent 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.

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. All the stipulations of Safeguards.

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.

33. **Sub-Contracting:** The Transfer Agent shall not subcontract to perform any of the work, service or other performance required of the Company under the Agreement without the prior written consent of GIC Re. The Transfer Agent shall not permit anyone other than its personnel to perform any work/ service under the Agreement. Further, formation of consortium of Transfer Agents and engaging sub consultants is not allowed. If such approval

is granted, the subcontractor shall ensure that they comply with all the requirements of the RFP and this Agreement.

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

To the fullest extent possible under applicable law, the Transfer Agent shall be liable to Company for the acts, omissions, Negligence, Wilful 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 the Company for the due performance of this Agreement and the Company may bring any claim in any way in respect of or in connection with this Agreement against any such sub-contractor(s).

34. Liquidated Damages:

The Transfer Agent shall adhere to all requirements laid out in the RFP and this Agreement. In the event of delay in performance where the Transfer Agent is solely responsible, the Transfer Agent shall be liable to pay Liquidated Damages at 1% of the Contract Price.

Any such Liquidated Damages when levied may be offset against any pending payment/future payment by the Company to the Transfer Agent. Alternatively, the Company may recover the same by invoking the Performance Bank Guarantee (PBG) for the amount equivalent to the Liquidated Damages being levied. The Transfer Agent shall replenish the PBG with the amount equal to the Penalty 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 at any point of time should not exceed the value of PBG. If the liquidated damages exceed this amount, the Company reserves the right to terminate the Agreement by giving 15 days' notice and or pursue other remedies available under the Agreement.

35. (a) All notice, communications, requests, permissions, approvals or documents provided for or permitted to be given under this Agreement shall be in writing and shall be effectively given by personal delivery, registered post, telex or by fax, shall be deemed to have been served upon the party to whom it is given if given by personal delivery; if given by post, on expiration of three days after the notice, shall have been delivered to the post office for onward dispatch and if given by fax or telex, upon transmission thereof. All notices and correspondence with respect to fulfillment of contractual obligation shall be served at the addresses mentioned below:

In respect of Company:	The Company Secretary, General Insurance Corporation of India Suraksha, 170, J. Tata Road Churchgate, Mumbai - 400 020 Zonal Head - Corporate Registry
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	<Name:>
	<Address:>
In respect of Transfer Agent:	<Phone:>
	<Email:>

(b) **Notice via Email:** Notice is a notice as defined in 34 (a) or scanned copy of a notice where sent by email to official email id of Authorized Representative of the Company, on the date that the email is received. However, if the time of deemed receipt of any notice is

not before 5.45 p.m. IST on a Business Day at the address of the recipient it is deemed to have been received at the commencement of business on the next Business Day.

(c) There shall be no retrospective effect to any notices served.

36. Relationship between the Parties: The Registrar is an independent entity dealing at arms' length. Nothing contained in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the Parties. Each Party will be solely responsible for payment of all compensation owed to its employees, as well as employment related taxes.

37. **Entire Agreement**

The terms and conditions laid down in the RFP and the Bids of the Transfer Agent 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.

38. **No Assignment**

The Transfer Agent 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.

39. **Waiver**

- i. Any waiver of any provision of this Agreement is ineffective unless it is in writing and signed by the Party waiving its rights.
- ii. 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.
- iii. 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.

40. **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.

41. **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.

42. **Severability**

Each clause of this Agreement is a distinct and severable clause and if any clause is deemed illegal, void or unenforceable, the validity, legality, or enforceability of any other clause or portion of this Agreement shall not be affected thereby.

43. **Publicity**

The Transfer Agent 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 the Company. In particular, the Transfer Agent shall not make or permit to be made a public announcement or media release about any aspect of this Agreement including its existence, unless the Company first gives the Transfer Agent its written consent.

44. **Governing Law**

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

45. **Compliance with Laws**

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

46. **Conflict of interest**

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

47. **Limitation of Liability** - Notwithstanding anything else in this Agreement, to the maximum extent permitted by law, the Company and the Transfer Agent will not be liable under any contract, negligence, strict liability or other legal or equitable theory under or in connection with this Agreement or any affiliate agreement for any special, indirect, incidental or consequential damages. Provided always that in case of any dispute claim, expenses, loss, damage and/or liability suffered by the Company the Transfer Agent shall be liable to pay the amount equivalent to the 6 month's fees of the Transfer Agent.

48. Annual Compliance certificate as "Annexure B".

49. Dispute Resolution:

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.

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.

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

The construction validity and performance of this Agreement shall be governed in all respects by the laws of the Republic of India. Subject to the Arbitration, in relation to any legal action or proceedings to enforce this Agreement or any part hereof or any agreement pursuant thereto ("proceedings") each of the parties irrevocably submits to the exclusive jurisdiction of the Courts at Mumbai and waives any objection to proceedings in such Courts on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

50. This Agreement along with the schedules agreed to and signed from time to time by both parties to the Agreement shall set forth the entire understanding of the parties with respect to the subject matter hereof. Neither this agreement taken together with its schedules nor any provision hereof can be waived, changed, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of any waiver, change, discharge or termination is sought.

IN WITNESS WHEREOF the parties hereunto have set their hand on the day and year hereinabove written.

SIGNED & DELIVERED by the within named

General Insurance Corporation of India

through its Authorized Official

in the presence of:

SIGNED & DELIVERED by the within named

Transfer Agent _____

through its Authorized Official

in the presence of:

ANNEXURE 5 – FORMAT OF RECIPROCAL NON-DISCLOSURE AGREEMENT

(To be executed on a non-judicial stamp paper of Rs.100/-)

This Reciprocal non-disclosure agreement ("hereinafter referred to as "NDA " is entered into on this ____ day of _____ 2020, by and between:

_____, a Registrar and Transfer Agent under _____ Act, 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 _____ the 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:
- 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
 - 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): details of shareholders, 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. OBLIGATION OF RECEIVING PARTY:

Receiving Party promises and agrees to hold the confidential information received from the Disclosing Party in confidence.

Receiving Party shall not use Confidential Information, the name or the logo of the other Party except for the purposes of this Agreement;

Disclosure of confidential information by Employees or hired institutions or authorized agents of the Receiving Party will be deemed as the act by the receiving Party, thereby, subjecting them to same liability under this contract.

C. 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.

D. 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.

E. 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.

F. 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 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.

G. 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.

H. 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.

I. 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.

J. 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.

K. Term

This NDA shall commence from the date set forth above and expire with the termination or expiration of the Agreement for RTA services for FY 2020-21 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.

L. Arbitration

The Arbitration proceeding shall be as per the procedure laid down in the Agreement (Annexure 4).

M. 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 exclusive jurisdiction of a court of competent jurisdiction at Mumbai, India and to comply with all requirements necessary to give such court the jurisdiction.

N. 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 from Disclosing Party 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.

By: _____

Name: _____

Title: _____

Witness 1: Name, Address and Sign

Witness 2: Name, Address and Sign

GENERAL INSURANCE CORPORATION OF INDIA

By: _____

Title: _____

Date: _____

Witness 1: Name, Address and Sign

Witness 2: Name, Address and Sign

ANNEXURE 6– DECLARATION FORMAT

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 Ref no. GIC Re/Sec/R&TA/2020-2021/001 and we shall abide by all the terms & conditions of appointment letter/Agreement/RFP in the event of acceptance of my/our Bid.

I further declare that _____ (Name of the bidder)/any of its employees/representatives/agents shall not, under any circumstances, be deemed to have any employer-employee relationship with GIC Re/ GIC Re Officials. I also declare that I/We do not possess any place of profit in GIC Re. I declare that our Company is/was not prohibited/debarred/blacklisted by any regulating authority/agency including but not limited to IRDA, RBI, PFRDA, SEBI etc.in the past 3 Years.

I also declare that none of the GIC Re officials have any vested interest in our Company. I undertake to sign contract with GIC Re on behalf of our Company as per Draft Agreement (Annexure – 4) and Non-Disclosure Agreement (Annexure – 5) attached in the RFP.

I declare that all information submitted by me is true and correct to the best of my knowledge. I/We have no objection if enquiries are made about my work/clients listed by me/us.

Signature of Authorized Person of the
Bidder with Seal & Stamp

Place: _____

Name: _____

Dated: _____

Designation: _____

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 Ref No. GIC Re/Sec/R&TA/2020-2021/001 and we shall abide by all the terms & conditions of appointment letter/Agreement/RFP.

I further declare that in relation to my/our Bid submitted to GIC Re, in response to RFP Ref No. GIC Re/Sec/R&TA/2020-2021/001, 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 of the
Bidder with Seal & Stamp

Date:

Name:

Place:

Designation:

Address:

ANNEXURE 8 – CHECKLIST

Sr. No.	Required Details or Documents	Details Provided/Attached (Tick)		Page No.
		Yes	No	
1.	Covering letter with details of the Bidder (Name, Registered Address, Contact details, etc.)	☐	☐	
2.	Details of Director(s)/Partner(s)	☐	☐	
3.	Details of office in Mumbai	☐	☐	
4.	Profile of Bidder Company	☐	☐	
5.	Self-Attested Copy of SEBI Category I Certificate	☐	☐	
6.	Organizational Chart	☐	☐	
7.	Details of dedicated team structure	☐	☐	
8.	List of Top 10 Clients for last 3 years	☐	☐	
9.	Clean Track Record for last 3 years (self-certification)	☐	☐	
10.	Past experience as Registrar & Transfer Agent	☐	☐	
11.	3 years' track record of handling FPO/Rights Issue/OFS	☐	☐	
12.	Details of 5 Clients having more than 2.5 Lac folio (including 3 Listed Companies)	☐	☐	
13.	Details of Public Sector Company clients	☐	☐	
14.	Details of Annual Turnover & self-attested 3 year financials	☐	☐	
15.	Details of web-based software	☐	☐	
16.	Details of online connectivity with NSDL and CDSL	☐	☐	
17.	Details of Technical infrastructure	☐	☐	
18.	Certificate from CISA qualified auditor	☐	☐	
19.	Self-Attested Copy of PAN of the Bidder Company	☐	☐	
20.	Self-Attested Copy of GST Certificate of the Bidder Company	☐	☐	
21.	Self-Attested Copy of ISO Certification of the Bidder Company	☐	☐	
22.	Self-Attested Copy of MSME Certificate, if applicable	☐	☐	
23.	Self-Declaration in the enclosed format (Annexure – 6)	☐	☐	
24.	Bank Account Details	☐	☐	

1. Bidders Registration:

- a. Bidders are required to enroll on GIC e-Procurement portal by <https://gicre.eproc.in>. Enrolment on the GIC e-Procurement portal is free of charge.
- b. 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.
- c. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- d. For e-tendering process, bidder should possess valid Digital Signature Certificate (Class 3B 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.
- e. Upon enrolment on GIC e-Procurement portal for e-tendering, the bidders shall register their valid Digital Signature Certificate (DSC) with their profile.
- f. 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.
- g. Bidders can then log into the site through the secured login by entering their user ID password and the password of the DSC / eToken.

2. Preparation of Bids by Registered Bidder:

- a. For preparation of bid, Bidders shall search the RFP from published tender list available on site and download the complete RFP document and should take into account corrigendum if any published before submitting their bids.
- b. Bidders should keep the bid documents ready in advance that are needed to be submitted as indicated in the RFP in PDF format only.
- c. Bidder shall go through the RFP 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 Bidder:

- a. 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.
- b. 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. The bidders claiming exemption for MSME shall upload the scanned copy of valid registration/license/ certificate.
- c. 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.
- d. Bidder shall digitally sign and upload the required bid documents one by one as indicated in the RFP according to specified cover.
- e. 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.
- f. 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.

- g. 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 requesting, bid submission, bid opening, etc. in the e-tender system.

PERFORMANCE BANK GUARANTEE (PBG)
TO BE EXECUTED BY THE SELECTED BIDDER

(To be executed on a non-judicial stamp paper of Rs.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, having its Registered Office at "Suraksha", 170, J. Tata Road, Churchgate, Mumbai- 400 020, (hereinafter referred to as 'GIC Re', which expression shall, unless it be repugnant to the meaning and context thereof, include its successors, permitted assigns) having entered into an Agreement dated for **appointment of Registrar and Transfer Agent (RTA)** for providing R&TA services (which agreement is hereinafter referred to as "the said Agreement") with..... (the selected Bidder's name and address) (hereinafter referred to as "the selected Bidder", which expression shall, unless it be repugnant to the meaning and context thereof, include its successors, permitted assigns) and the selected Bidder, 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 referred to as "the Bank") at the request of the selected Bidder (Name of the selected bidder) do hereby undertake to pay to GIC Re an amount not exceeding Rs. _____ - (Rupees _____ only) caused to or suffered by GIC Re by reason of any breach committed by the selected Bidder of any of the terms and conditions contained in the RFP and the said Agreement.
2. We, _____ (Name of the bank and full address) do hereby undertake to pay the amounts due and payable under this performance bank guarantee without any demur, merely on a demand from GIC Re stating that the amounts claimed is due by way of loss or damage caused to or would be caused to or suffered by GIC Re by reason of breach by Selected Bidder of any of the terms and conditions contained in the RFP and the said Agreement or by reason of the Selected Bidder's failure to perform its obligations under the RFP and 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 performance bank guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____/- (Rupees _____ only).
3. We _____ (Name of the bank and full address) undertake to pay to GIC Re any money so demanded notwithstanding any dispute or dispute raised by the Selected Bidder in any suit or proceeding pending before any Court or Tribunal relating hereto. Our liability under this guarantee being absolute and unequivocal. The Payment so made by us under this performance bank guarantee shall be a valid discharge of our liability for payment hereunder and the Selected Bidder shall have no claim against us for making such payment.

4. We, _____ (Name of the bank and full address) further agree that this performance bank guarantee shall remain in full force and effect during the entire tenure of the said Agreement till 60 days after all the contractual obligations of the Selected Bidder including warranty obligations are completed and till all the dues of GIC Re under or by virtue of the said Agreement have been fully paid and its claim authorities satisfied or discharged by the said Selected Bidder.

Unless a claim or demand under this performance bank guarantee is made or presented to the Bank within six months from the expiry of this Performance Bank Guarantee, all the rights of GIC Re 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 GIC Re that GIC Re 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 Selected Bidder under the said Agreement or from time to time to postpone for any time the powers exercised by GIC Re against the Selected Bidder 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 GIC Re to the Selected Bidder 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) may have against the Selected Bidder shall be subject and subordinate to the prior payment and performance in full of all obligations of it hereunder. The Bank will not, without prior written consent of GIC Re, 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 performance bank guarantee will not be discharged due to the change in the continuation of the Bank or the Selected Bidder. We further agree that no change or addition to .or other modification of the terms of the Agreement or Scope of Work for (the subject matter of procurement) which may be made between GIC Re and the selected bidder, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.
8. We, _____ (Name of the bank and full address) undertake not to revoke this performance bank guarantee during its currency except with the prior consent of GIC Re in writing.
9. Notwithstanding anything contained herein:-
- a. Our liability under this Performance Bank Guarantee shall not exceed Rs._____/ - (Rupees _____ only).
- b. This Performance Bank Guarantee shall be valid upto 60 days after all contractual obligations of the Bidder including warranty obligations are completed.
- c. We are liable to pay the guaranteed amount or any part thereof under this Performance Bank Guarantee only and only if GIC Re serves upon us a written claim or demand within six months from the expiry date of this Performance Bank Guarantee.

- 10. Our obligation to pay hereunder is as principal debtor and not as surety and it shall not be necessary for GIC Re “to proceed against” the Selected Bidder “before proceeding against” the Bank and this Performance Bank Guarantee shall be enforceable against the Bank notwithstanding any other security which GIC Re may have obtained or may obtain from the Selected Bidder at the time when proceedings are taken against the said Bank in any manner whatsoever in terms hereof.
- 11. This Performance Bank Guarantee shall come into force immediately and shall be valid upto 60 days after all contractual obligations of the Bidder including warranty obligations are completed.
- 12. We have the power to issue this Performance Bank Guarantee in favor of GIC Re and the undersigned who are executing this Performance Bank Guarantee have the necessary power to do so on behalf of the Bank.

Dated this day of 2020 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

Witnesses:

1.....

2.....