

**REQUEST FOR PROPOSAL FOR PROCUREMENT AND IMPLEMENTATION OF
ROBOTIC PROCESS AUTOMATION (RPA) SOLUTION**



आपत्काले रक्षिष्यामि

GIC Re

भारतीय साधारण बीमा निगम

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**REQUEST FOR PROPOSAL FOR PROCUREMENT AND IMPLEMENTATION OF
ROBOTIC PROCESS AUTOMATION (RPA) SOLUTION**

SECTION – I

1. INTRODUCTION

General Insurance Corporation of India (GIC Re), designated “Indian Reinsurer”, is a Government of India Company and has been catering to the needs of Indian General Insurance Industry for the past four decades.

GIC Re also transacts reinsurance business with foreign insurance and reinsurance companies. GIC Re has been leading the reinsurance programs of several insurance companies in India and the neighboring SAARC countries, South East Asia, Middle East and African continent. To offer its international clientele easy accessibility and efficient service, GIC Re also operates from its branch offices in London, Kuala Lumpur, Dubai, a representative office at Moscow and a subsidiary in South Africa.

2. OBJECTIVE

This Request for Proposal (RFP) is for procurement and implementation of Robotic Process Automation (RPA) solution. GIC Re is evaluating a solution which would enable to automate multiple set of processes spanning over various fields of daily operations without any integration. Such processes will typically require the bots to access multiple systems, various formats of data like text, excel workbooks, word, data stored in different databases, read data from screen coordinates and system generated dumps in various steps and subsequently fetch, populate and generate data fields based on intermediate responses.

GIC Re requires a solution with capability to automate end to end processes, inherent logic handling mechanism with exception handling. GIC Re intends to introduce, Robotic Process Automation (hereinafter referred to as “RPA”), in processes having repetitive tasks to minimize manual intervention and bring in process efficiencies.

The various delivery and support processes setup in our environment encompass learning from years of experience in delivering operational excellence. With significant increase in volumes of transaction and our constant endeavor to deliver reinsurance services by reducing turnaround time, minimizing errors and optimizing costs and benefits, GIC Re look forward to further strengthening this key function through incorporating process automation through robotics. In the entire process consistency of data and output, security and control are of primary importance.

3. SCOPE OF WORK

A brief overview of the requirement is outlined below, and it is mandatory for the bidder to submit its response/compliance on the following:

A). IMPLEMENTATION OF RPA SOLUTION

The successful bidder will be responsible for:

1. Implementing the RPA solution for 2 processes for GIC Re. (Accounts booking and Accounts Settlement). The process are given in the [Annexure I](#) in brief, however successful bidder has to study, prepare and submit detailed step by step scope document for sign off before implementing the RPA smoothly without gaps and minimum manual intervention. The successful bidder will be responsible for commissioning, of RPA Solution and support with three-year warranty support for RPA as per broad specifications given in [Annexure I](#).
2. providing tools and utilities for the RPA and implement the same in production, development and test environments.
3. providing identifiable components for building, adapting, testing, releasing and controlling processes. There should be ability to schedule processes and runtime resources.
5. providing documentation of the original process and automated process along with the user manual for the product and its associated tools and utilities. Documentation should also include flowchart of processes which RPA tool needs to convert
6. providing reporting and analytics tools in respect of the processes automated.
7. providing patches, updates and version upgrades during the Maintenance period and implement the same.
8. enabling suitable information security / cyber security and secure configuration in respect of the components and utilities in the solution, as per requirement of GIC Re from time to time.
9. providing best practice approach for process design, configuration, deployment etc.
10. making sure that the RPA solution operates on any user interface or OS.
11. ensuring that solution is not solely Application Program Interface (API) based software integration but also have this capability for future use cases.
12. ensuring that System/business analyst users can design bots, with minimal coding yet the software is powerful and flexible for IT developers in case coding is needed.
13. ensuring operational efficiency, quality and cost efficiency of the solution.
14. ensuring that the RPA solution has version control.

17. providing system configuration information for GIC Re to set up the Production, UAT (User Acceptance Test), Development and DR Environments.
18. Implementing the solution at DR Site of GIC Re in the System Landscape with fail-over provision to servers at GIC Re's Disaster Recovery site
19. creating and managing environments for Integration testing and UAT (User Acceptance Testing), the UAT setup shall be near replica of the production setup.
20. ensuring that the solution should be designed with redundancy in mind to ensure nil impact by failure of one or more components/servers or software in Production environment.
21. creating additional processes for the bots (if required) for which RPA has to be implemented during handover period of one-year post Go-Live.
24. providing Training to GIC Re Team for identifying processes for RPA, design and Implement RPA in other processes. One training would be part of the implementation. In addition, annual training is to be conducted by the successful bidder at GIC Re's Mumbai office.
25. providing a checklist to enable identification of processes and the pre-requisites required for each process for implementation of RPA.
26. that the solution should have a clear distinction and an independent creator module for modifying simple steps in an already installed BOT, control module for IT to monitor the running of the bot and running module where the bots actually run.
27. providing the detailed project plan with deliverable and timelines leading upto Go-Live

B.) ONSITE/OFFSITE SUPPORT

1. The successful Bidder will make arrangements to station their resource at our Office in Mumbai during implementation period from 10 AM to 6:00 PM on all working days for onsite support for RPA Solution developed/to be developed, at no extra cost to GIC Re. The alternate resource(s) for similar skill will be made available to GIC Re if assigned resource goes on leave.
After Go-Live, the successful bidder will be required to provide one full time skilled resource for a handover period of one year, so that the RPA is running smoothly without errors and assisting users with understanding problems. After handover period, the successful bidder is required to provide necessary off-site support to the GIC Re on 24x7x365 basis. If required, the successful bidder will be required to depute their engineers at the site for resolving the problem at no extra cost to GIC Re.

2. Onsite Engineer should have at least 1-year experience in automating the processes through the proposed RPA Solution. (bidder will have to submit supporting document for the said experience)
3. The support engineer(s) will be engaged in all activities of development, maintenance, testing and Deployment of RPA solution for GIC Re. The engineer shall also ensure audit compliance / patch management with respect to proposed RPA solution.
4. The successful bidder shall provide support for the solution at DR Site of GIC Re in the System Landscape with fail-over provision to servers at GIC Re's Disaster Recovery site

C). SUPPORT FOR ENHANCEMENTS AND TROUBLESHOOTING

1. The successful bidder will provide support for troubleshooting and enhancements in the services during the contract period.
2. All required support & services for implementation, smooth operation and maintenance of all the components of RPA developed/to be developed will be part of the Project.
3. The successful bidder will have to include version upgrade and enhancements in services on account of OEM releasing software upgrades/patches/releases as a part of the warranty services/Annual Maintenance. Any development work of such type will be carried out by the technical team of the successful bidder at no extra cost.

D). COMPULSORY TRAININGS:

The successful bidder mandatorily will have to provide training (separate modules for administrative users and business process users) at least once a year as per GIC Re's requirement as part of the scope of work, at no extra cost, during the entire contract period. The successful bidder must train the identified staff in designing, developing and automating the identified processes through RPA. Proposed Training Plan should be a part of the proposal as per the format provided in the [Annexure IV](#) Technical bid format. Bidder is required to indicate all-inclusive cost of the training as part of the Commercial bid as per format provided in [Annexure V](#).

E). HARDWARE, SOFTWARE & DEVELOPED APPLICATIONS

1. The successful bidder will also be responsible for giving complete list of system specifications and prerequisites of required hardware, for implementing the RPA solution. Any required

software items and required utilities should and corresponding licenses should be included in the quotation.

2. The software and developed application should be compatible with IPv6 and should support XML/UML/HTTP/etc (all XML and Internet supported versions) and other formats for RPA solution integration if required.
3. The required hardware/Servers will be provided by GIC Re in cordination with its data centre service provider.

F). SECURITY ASPECTS:

The application should confirm to the security requirements of the IRDAI, Respective Govt. Agencies and GIC Re and provide such regulatory requirements at no additional cost to GIC Re during the warranty and Maintenance period. The successful Bidder will have to ensure continual security of the software. Any development activity for incorporating security measures will be a part of the maintenance. The RPA solutions implemented in GIC Re will be subject to Security Audits by GIC Re through internal or external auditors and the implementation of the recommendations to improve security in the RPA process will be in the scope of the RPA Solution provider without any extra cost

At any stage of tender process/implementation stage, if it is found that bidder has entered wrong details/ fake information for getting extra marks or extra benefit in Technical proposal, then GIC Re reserves the right to forfeit/invoke the EMD/Bank Guarantee submitted by the bidder and terminate the contract.

G). TECHNICAL SPECIFICATION

The bidder will supply the RPA solution in compliance with technical specifications required as mentioned in [Annexure IV](#).

4. IMPORTANT DATES

Event / Activity	Date / Time
Release of Request for Proposal (RFP)	10th October 2019
Pre-Bid Meeting	16 th October 2019
Last Date for receipt of Queries from bidders through E-mail*	18 th October 2019
Last Date for Submission of e-Tender Bid	04 th November 2019, 03:00 PM
Opening of prequalification and Technical Bids	04 th November 2019, 03:30 PM
Presentation by individual bidders	If required date will be intimated by E-mail only.
Opening of Commercial Bids	will be intimated to the Technically Qualified Bidders

* No queries will be accepted on telephone or through any means other than e-mail. All queries to be addressed to itmg@gicoifndia.com as mentioned in Communication section of this document. .

Clarifications on queries will be uploaded on the GIC Re website www.gicofindia.in after last date of receipt of queries.

SECTION – II

INSTRUCTIONS / GUIDELINES TO BIDDERS

1. BINDING TO ALL - TERMS & CONDITIONS

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

2. PRE-QUALIFICATION CRITERIA

Only those Bidders who fulfill the Pre-Qualification Criteria mentioned below are eligible to respond to the RFP. Bids received from the Bidders who do not fulfill any of the eligibility criteria mentioned are liable to be rejected. This invitation of Bids is open to all Original Equipment Manufacturers or their authorized partners having registered offices in India. The format is given in [Annexure- III](#)

The Corporation will evaluate proposals, and select the firm based on Pre-Qualification Criteria and Technical bids. The Pre-qualification Criteria is as follows:

S. No.	Eligibility Criteria	Documents Required to be submitted by bidder
1.	The bidder should be a registered company in India.	Certificate of Incorporation
2.	Either the bidder or the Original Equipment Manufacturer (OEM) itself can bid to propose the solution. Further the bidder should be duly authorized to propose the OEMs RPA solution as part of the bid.	Authorization Letter from the OEM
3.	The bidder should have a minimum annual turnover of Rs. 15 Crore for each of the last three financial years as per their audited balance sheet.	Audited balance sheets or certificate from the auditor for the past three (3) years
4.	The participating bidder should not have been blacklisted by Government of India/ Banks/ PSU/	Undertaking from Bidder.

	BFSI/Govt. Organizations in India during last three years.	
5.	The bidder should have experience of implementing RPA solution of the quoted OEM anywhere globally (minimum 5 companies)	Bidder must submit at least five customer reference certificates /self-declaration
6.	The RPA solution offered by a bidder should have been implemented by the bidder in minimum 1 company in the BFSI sector in India.	Bidder must submit customer reference certificates /self-declaration.
7.	Proposed RPA Solution(s) should be rated as Leader (strong performer) for 2019 as per Gartner Magic Quadrant.	Relevant proof.
8.	The bidder should be able to provide onsite support on demand in India and offsite technical support, round the clock.	List/Details of technical support centers in India with complete addresses and contact numbers.
9.	The bidder should have a minimum of 10 certified RPA developers pertaining to the OEM that is being proposed.	List of names of the developers with contact numbers and corresponding certification details
10	The Bidder should submit Integrity Pact Agreement signed by the authorized representative of Bidder with office seal. The Agreement will be counter-signed for and on behalf of GIC Re after opening of the Pre-Qualification cum Technical e-Tender	Integrity Pact Agreement

Bids from the bidder who do not pre-qualify based on the above criteria will be rejected.

3. METHOD OF BIDS SUBMISSION

- The e-bidders are required to submit their respective Bids as per the instructions given in [Annexure - II](#).
- 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.
- The bids received after the specified date & time for receipt of bids shall not be considered.

- d) Pre-Qualification criteria (PQC) is to be uploaded online as per [Annexure – III](#). Further, on request original documents should be produced failing which the bid/ e-tender is liable for rejection.
- e) Technical Bid as per [Annexure - IV](#) and other documents sought along with the technical bid are to be uploaded online.
- f) Commercial bid as per [Annexure - V](#) is to be submitted online.
- g) A self-signed and stamped scanned copy of EMD deposit through NEFT/RTGS as stipulated in Section-II Point 4 below should be uploaded on the E-procurement portal.
- h) 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.
- i) The cost associated in preparing the bids including any travel required related to this e-Tender is to be borne by bidders.

4. EARNEST MONEY DEPOSIT (E.M.D.)

Every bidder has to submit non-interest-bearing Earnest Money Deposit of INR 5,00,000/- (Rupees Five Lakhs only) in the form of the RTGS /NEFT into the account of “General Insurance Corporation of India” as per details 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 – 400 020

7	MICR Code No.	400013014
8	IFSC Code No.	BKID0000010

4.1 Earnest Money Deposit (EMD)

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

4.2 Forfeiture of EMD

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

- a. if the bidder withdraws the e tender after acceptance by GIC Re; or
- b. if the bidder withdraws the e tender before the expiry of the Bid Validity Period; or
- c. if the bidder Violates any of the provisions or the terms and conditions of the Bids.
- d. If the Bidder alters its Bids during the Bid Validity Period;

In case of the successful Bidder, if the Bidder fails to furnish the Service Level Agreement, Reciprocal Non-Disclosure Agreement, Integrity Pact, Deed of Indemnity and/or Performance Bank Guarantee in accordance with terms and conditions of this RFP.

4.3 Refund of EMD

- a. EMD of the successful bidder shall be refunded after delivery and verification of all the system/equipment and execution of Service Level Agreement(SLA), Reciprocal Non-Disclosure Agreement (NDA), Deed of Indemnity, Integrity Pact and Performance Bank Guarantee ('PBG') valid for a period of sixty days beyond the date of completion of all contractual obligations including warranty obligations) which would be 10% of the total commercial bid value of the successful bidder.
- b. In case of rejection of Bid (due to non-compliance of details given in Pre-qualification bid and / or Technical bid), EMD would be refunded to the Bidder after intimation of rejection.
- c. In case of unsuccessful Bidders, EMD would be refunded after final selection of successful Bidder.
- d. Refund of EMD will be made to the specific account only from which the EMD was received.

5. 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. A purchase preference of 20 % of the total tendered value is reserved for MSEs quoting price within price band of L1+15 (fifteen) per cent by bringing down their price to L1 price.
5. A purchase preference of 4% (i.e. 20% of the amount specified in sub-clause 4 above) is reserved for MSEs owned by Schedule Caste (SC)/Scheduled Tribe (ST) entrepreneurs.

For the purpose of this clause MSEs would be treated as owned by SC/ST entrepreneurs in the following cases:

- a. In case of proprietary MSE, proprietor(s) shall be SC /ST
- b. In case of partnership MSE, the SC/ST partners shall be holding at least 51% (fifty-one percent) shares in the unit

c. In case of Private Limited Companies, at least 51% (fifty-one percent) share shall be held by SC/ST promoters.

6. 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) as well as of being owned by SC/ST entrepreneurs.

6. SPECIAL CONDITIONS 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.

7. OPENING OF PRE-QUALIFICATION CUM TECHNICAL BID

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

The encrypted bids received will be decrypted and opened online, on the scheduled date and time at the address (mentioned in the covering page of this tender document) in the presence of those bidders who have submitted the bid and wish to remain present. The bidders are required to send

their representative/s who is/are vested with powers to take decision. The authorized representative should bring a letter on bidder's letterhead authorizing him/her to attend the bid-opening. Without this letter, he/she may not be allowed to attend the bid-opening meeting.

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

8. PROCEDURE FOR PROCESSING THE BIDS

- 8.1 Documents containing Pre-Qualification cum Technical bids would be opened on the specified date and time in this RFP document.
- 8.2 The documents submitted by the bidders would be evaluated by the Technical Committee of GIC Re. The committee will give score card based relative marking to the technical bid from the bidders keeping in mind factors like relevance to GIC Re's portfolio, product profile, features, technical support, etc. Bidders should therefore provide detailed explanation and supporting documents to assist the committee in rating the proposal.
- 8.3 The committee will award marks for the technical proposal of those bidder who will satisfy Pre-qualification criteria, according to the scheme of marks indicated in [Annexure-IV](#).
- 8.4 Bidders who **scores 75%** or more (i.e. 150 marks or more) in technical evaluation will be shortlisted for opening of their commercial bids.
- 8.5 Commercial bids (format given in Annexure - V) would be opened of only those bidders who have been short-listed after Pre-qualification cum Technical evaluation. The authorized Signatory of shortlisted bidders who wish to remain present for financial bid opening should bring a letter on bidder's letterhead authorizing him to attend the Financial bid opening. The time, place and the date would be intimated to the shortlisted bidders at a later date.
- 8.6 Lowest commercial bid (L1) would be identified as the successful bidder.
- 8.7 In Commercial bid, if a bidder quotes 'NIL' charges/consideration, the bid shall be treated as unresponsive and will not be considered/shall be rejected
- 8.8 Any commercial bid incomplete in any respect or deviating from the specified format would not be considered.
- 8.9 If the bidder does not accept the correction of errors, the bid shall be rejected.
- 8.10 Bids received after the specified date and time of receipt, shall not be considered

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

Any effort made by the Bidder to influence GIC Re in the evaluation / contract award decision, shall result in the rejection of the bid. It is GIC Re's intent to select the bid that is most advantageous to GIC Re and each bid will be evaluated using the criteria and process outlined herein.

9 REJECTION OF BIDS

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

- a. If it is received after the expiry of the due date and time.
- b. If it is not accompanied by the requisite EMD.
- c. If the bid is conditional.
- d. If it is not in conformity with the instructions mentioned herein.
- e. If it is incomplete including non-furnishing of the requisite documents.
- f. Any quotation or billing linked to GIC Re's Assets and/or Revenue will disqualify the bidder. GIC Re reserves the right to reject any or all the bids submitted by a bidder and the decision of GIC Re would be final and binding. GIC Re reserves the right to cancel the tender process partly or fully at its sole discretion at any stage without assigning any reason to any of the participating bidders. GIC Re also reserves the right to re-issue or re-commence the entire bid process without the bidders having the right to object. Any decision of GIC Re in this regard shall be final, conclusive and binding on the bidders.

10 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 bid. The validity may be extended by mutual consent. E-Tenders with lesser validity period would be rejected.

11. 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.

12. CLARIFICATION OF BIDS AND SHORTFALL INFORMATION/DOCUMENTS

During evaluation and comparison of bids, GIC Re may, at his discretion, ask the bidder for clarifications on the bid and /or shortfall information/documents. The request shall be given in writing by registered/speed post/email, asking the bidder to respond by a specified date, and also mentioning therein that, if the bidder does not comply or respond by the date, his bid will be liable to be rejected. Depending on the outcome, such bids will be rejected or considered further. It is however, clarified that no post-bid clarification at the initiative of the bidder shall be entertained.

13 EMPANELMENT

Besides selecting a bidder for this RPA Implementation and Support contract, a panel of bidders will also be created. All bidders, who are shortlisted based on the pre-qualification cum technical criteria in this exercise, will be part of a panel of approved Firms/Bidders/Consultant for providing RPA Application Development and Support activities to GIC Re. This panel will be valid for a period not exceeding three years. GIC Re may directly approach the empaneled firms/bidders/consultants for Price Bids to carry out some specific RPA projects. Panelists thereafter may respond with price bids. Selection of bidders for these projects will be based on the price bids received.

14 AGREEMENT AND PERFORMANCE BANK GUARANTEE

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

The successful Bidders shall at its own expense provide a Performance Bank Guarantee (PBG) to GIC Re at the rate of 10% of the total Commercial bid value for performance guarantee within 14 days from the receipt of notification of award of the contract from GIC Re, which shall be an unconditional, irrevocable and continuing PBG from a scheduled commercial bank acceptable to GIC

Re, payable on demand, for the due performance and fulfillment of the ensuing contract . PBG should be submitted in the format given in [Annexure - VII](#). GIC Re reserves the right to amend/ modify/ delete all or any of the terms set out in the draft PBG before the same is delivered. The PBG should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the successful Bidder including warranty obligations. The PBG shall be invoked in the event of breach of the ensuing contract documented in the said SLA by the successful Bidder. On reduction of value of PBG owing to such invocation, the successful Bidder shall forthwith replenish/restore the PBG to its original value.

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

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

16. Code of Integrity

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

(i) prohibition of:

- (a) making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
- (b) any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.

- (c) any collusion bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.
 - (d) improper use of information provided by the GIC Re to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
 - (e) any financial or business transactions between the bidder and any official of the GIC Re related to this RFP or execution process of contract; which can affect the decision of GIC Re directly or indirectly.
 - (f) any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
 - (g) obstruction of any investigation or auditing of a procurement process.
 - (h) making false declaration or providing false information for participation in a procurement process or to secure a contract;
- (ii) disclosure of conflict of interest.

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

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

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

(iii) Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (i) with any entity in any country during the last three years or of being debarred by any other procuring entity.

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

All bidders are required to abide with the above Code of Integrity and shall sign and submit a declaration in this respect in the format attached as [Annexure X](#).

17. 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

18 NON DISCLOSURE AGREEMENT

The Successful bidder shall sign Non-Disclosure Agreement (NDA) as per [Annexure - VIII](#) with GIC Re for the entire contract period to maintain and protect the confidentiality of data and information. The bidders will treat data and information about the GIC Re, obtained in the execution of this e-Tender including any business, technical or financial information, in strict confidence and will not reveal such information to any other party.

19 DEED OF INDEMNITY

The successful Bidder shall execute and furnish to GIC Re a Deed of Indemnity as per [Annexure - IX](#).

20 GENERAL TERMS

- a. The agreement shall be in force for a period of 3 years. However, the contract can be extended further as mutually decided by GIC and the successful bidder.
- b. If at any point of time, the services of the the successful bidder are found to be non-satisfactory then the contract will be terminated, after giving notice in advance as mentioned in Service Level Agreement.
- c. The successful Bidder will not sub-contract or permit any personnel other than successful bidder's own employee/engineers to perform any service or other activities required by GIC.
- d. the e-tender and all supporting documentation submitted by the bidder as part of the e-Tender response shall become the property of GIC Re.
- e. Correct technical information of the product/ services or both being offered must be completely filled in. Filling up of the information using terms such as "OK", "Accepted", "Noted", "As given in Brochure/Manual" "negotiable", "to be discussed" is not acceptable. GIC Re may treat such bids as not adhering to the guidelines and as unacceptable.
- f. Amendments/Corrigendum in the e-Tender document, if any, would be hosted on our website and *Central Public Procurement Portal (CPPP)*.
- g. GIC Re reserves the right to
 - without assigning any reason add, modify, relax or waive any of the conditions stipulated in this e-Tender whenever deemed necessary.
- h. The bidder must submit the bid document online well in advance before the prescribed time to avoid any delay or problem during the submission process.
- i. GIC Re will not be held responsible for any technical snag or network failure during on-line bidding.
- j. 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. GIC Re shall not be liable to the bidders for any direct / indirect loss or damages incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures under any circumstances.
- k. In case of any tender-related queries, kindly contact us at: -
General Insurance Corporation of India,
ITMG Department, 1st Floor, Suraksha,

170, J. Tata Road, Churchgate, Mumbai-400020

Phone: +91-22-2286 7118/121/124, E-mail: itmg@gicofindia.com

- In case of any technical assistance on bid preparation/submission, login, registration, etc., kindly contact the following team: -

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

21 PRICE

- Price quoted shall be in Indian Rupees.
- The price quoted by the bidder should be exclusive of applicable taxes like Goods & Services Tax (GST). GST as applicable will be paid additionally on actuals. GIC Re would be entitled to deduct TDS as applicable while making payments according to the Indian taxation rules.
- There shall be no escalation in the prices once the prices are fixed and agreed to by GIC Re and the successful Bidder.

22 PAYMENT SCHEDULE AND TERMS

Contract price shall be equal to the amount quoted by the bidder in the Commercial Bid ([Annexure V](#)). Payment will be made as follows:

- For Server/client Licenses relating to RPA:**

Payment for the license will be made annually at the beginning of the year.

Payment for the first year will be released after installation sign off.

- **For RPA Solution implementation:**

On completion of successful implementation and GO live.

- **For support:**

Payments will be made on quarterly basis after end of the quarter.

GIC Re will not be liable to pay any extra cost, charges or out of pocket expenses.

All the payments shall be made in Indian Rupees (INR) only.

23. LIQUIDATED DAMAGES (LD)

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

In the event of delay in performance relating to the scope of work and where the bidder is solely responsible, penalty (Liquidated Damages - LD) will be applicable. For the implementation phase, the Project Cost (PC) mentioned below refers to the project implementation cost proposed and accepted in the commercial bid. For the remainder period of the contract, Annual cost (AC) used below refers to the Aggregate of Licence plus Maintenance cost.

Implementation Phase

In the event of delay in Go-Live of the solution as proposed by the successful bidder and agreed by both the parties, the bidder shall be liable to pay Liquidated Damages at a percentage of the total value of the Project Cost (PC) subject to a maximum of 10% (ten percent) as detailed below:

@ 1% for delay up to two weeks;

@ 2.5% for delay up to three weeks;

@ 5% for delay up to four weeks;

@ 10% for delay for four weeks and above

For the purpose of this clause, part of the week is considered as a full week. This can be waived if the delay is on part of GIC Re and same is documented.

Support and Maintenance Phase

Support and maintenance is required to be provided by the selected bidder using the onsite and offsite resources in respect to the two processes developed during the implementation phase. During this phase, following SLA criteria will be applicable:

The LD for every miss of an SLA deadline for Incidents will be 0.1% of annual maintenance cost. This will aggregate to maximum of 0.4% for an event (ticket) reaching up to Very High/Emergency Level. The aggregate LD in a quarter is capped at 10% of the Annual Cost (AC) across multiple events (of type incidents). So, if the event is very high then missing the response time deadline will result in one LD. Then a miss of the “Resolution time” will result in another LD and a new resolution time will be mutually agreed upon by the selected bidder and GIC Re. If this deadline is also missed, then a fourth LD will be imposed, and the event will have the next level’s resolution time as the next deadline. GIC Re can waive a LD if there are valid reasons. The Liquidated Damages will be calculated on a quarterly basis.

Change/New Requests

The onsite support engineer will be required to take up Change/New Requests raised during the handover period of one year. In addition, to ensure quality, bugs reported on a change request within one year of release to production would have to be fixed at no extra cost.

For all purposes the LD rates mentioned for the implementation phase will be applicable to all new change requests agreed upon for the duration of the contract.

Any such LD when levied may be offset as against any pending payment/future payment by GIC Re to the Bidder. Alternatively, the LD shall be deducted from the PBG submitted. The successful Bidder shall replenish the PBG with the amount equal to the LD levied in not later than 10 working days from the date of levy of LD. Each levy of LD shall be exclusive of the other. Aggregate LD at any point of time and for any period should not exceed 100% of PBG submitted by the Bidder. If the aggregated LD exceeds this amount, GIC Re reserves the right to terminate the Agreement by giving 15 days’ notice and or pursue other remedies at its discretion which are available under the Agreement.

RECOVERY OF LIQUIDATED DAMAGES:

Amount of LD will be recovered from successful bidder, on demand from GIC Re. GIC Re also reserves the right to recover the LD amount from the payment due to the bidder or by invoking the Performance Bank Guarantee. GIC Re has the right to recover penalty amount from any dues that may be payable to the bidder under any previous contract with the GIC Re under the right of set off.

Not Acceptance/ Non-Execution of Order

In case the bidder refuses to accept / execute the order, GIC Re will procure the same from the respective OEM as per terms & conditions and rate accepted by OEM. The bidder has to bear the

different cost of the item/ product (GIC Re is having all the rights to recover the difference amount from PBG as well as any amount payable to the bidder.)

If required, GIC Re may also take action against the bidder and blacklist them without any correspondence in this regard.

24 TERMINATION OF CONTRACT

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

25 DISASTER RECOVERY SUPPORT

The successful bidder is expected to provide support for the solution at DR Site of GIC Re in the System Landscape with fail-over provision to servers at GIC Re’s Disaster Recovery site.

26 INTELLECTUAL PROPERTY RIGHTS

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

27 SUB-CONTRACTING

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

28 BIDDER’S UNDERSTANDING OF THE E-TENDER

In responding to this e-Tender, the Bidder accepts the full responsibility to understand the e-Tender in its entirety, and in detail, including making any inquiries to GIC Re as necessary to

gain such understanding. Bidder accepts sole responsibility with regard to any mistake as to fact pertaining to the services sought, and GIC Re shall have the sole discretion to cancel the award to the bidder who is at material variance with the object of the tender. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever to GIC Re.

29 GOOD FAITH STATEMENT

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

30 PUBLICITY

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

31 COMMUNICATION

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

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

E-mail : itmg@gicofindia.com

Telephone : 022-22867118/121/124/333

Queries shall include, but are not limited to:

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

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

32 **ANTIFRAUD 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 SLA as well as the law of the land.

Measures to be taken by the Bidders:

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

The bidder undertakes that the bidder shall be responsible to GIC Re for the Misdemeanours and non-compliance of the Anti-Fraud Policy committed by the above-named persons during the entire Contract cycle.

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

33 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.

34 NO AGENCY

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

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

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

35 CONTRACT VARIATIONS FOR CONSULTANCY AND OTHER SERVICES

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

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

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

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

The selected bidder further understand and agree that any alteration, variation or addition in the scope of work necessitated by amendments and/or additions to any laws, rules or regulations

before the time of award of the contract or during the currency of the contract shall not be considered a subject of a Change Order, provided that the nature of the mandate introduced by the law, rule or regulation is of such a nature that its non-inclusion, exclusion or alteration would render the subject matter of the procurement infructuous or expose GIC Re to the risk of non-compliance with applicable laws, rules or regulations.

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

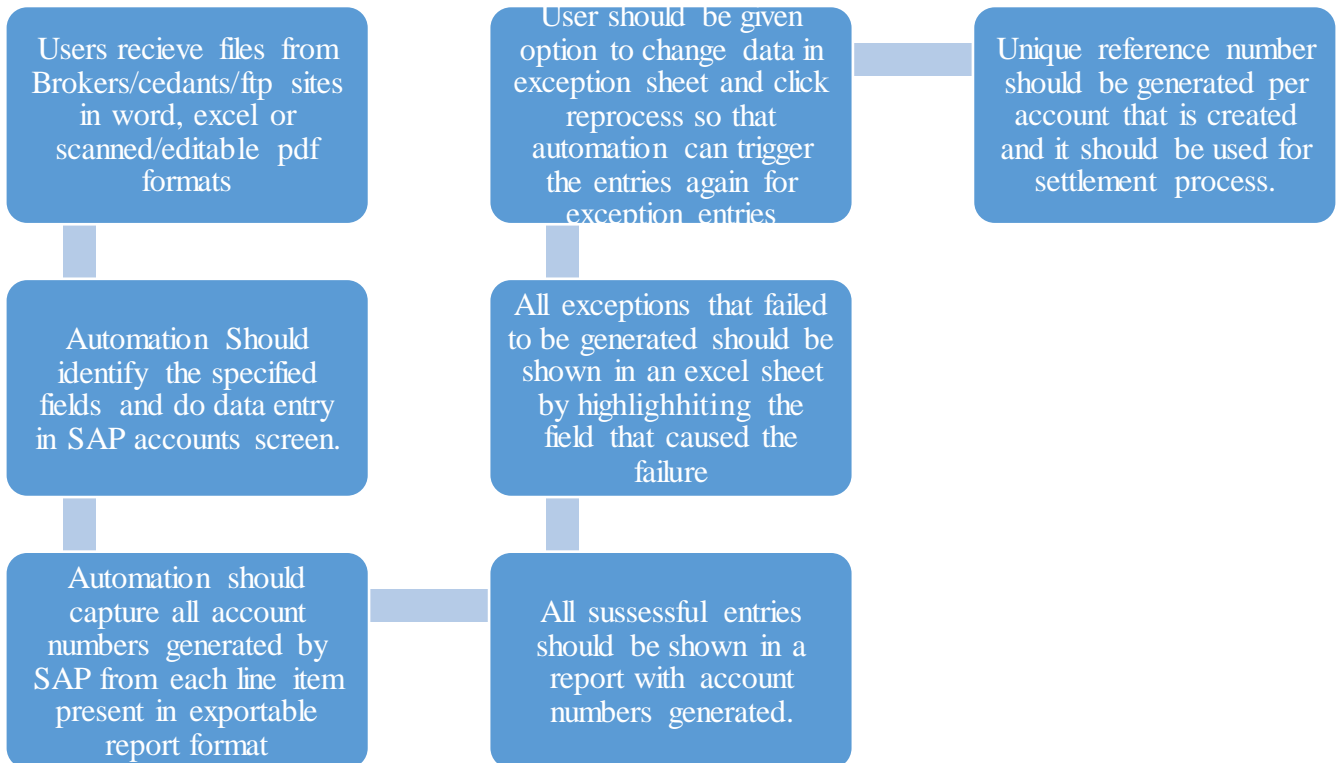
Provided that any upward revisions and/or additions to the Scope of Work of this RFP, consequent to errors, omissions, ambiguities, discrepancies in the specification etc. of the RFP which the selected bidder had not brought to GIC Re's notice at the time of the Bids shall not constitute a Change Order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

36 GOVERNING LAW AND JURISDICTION

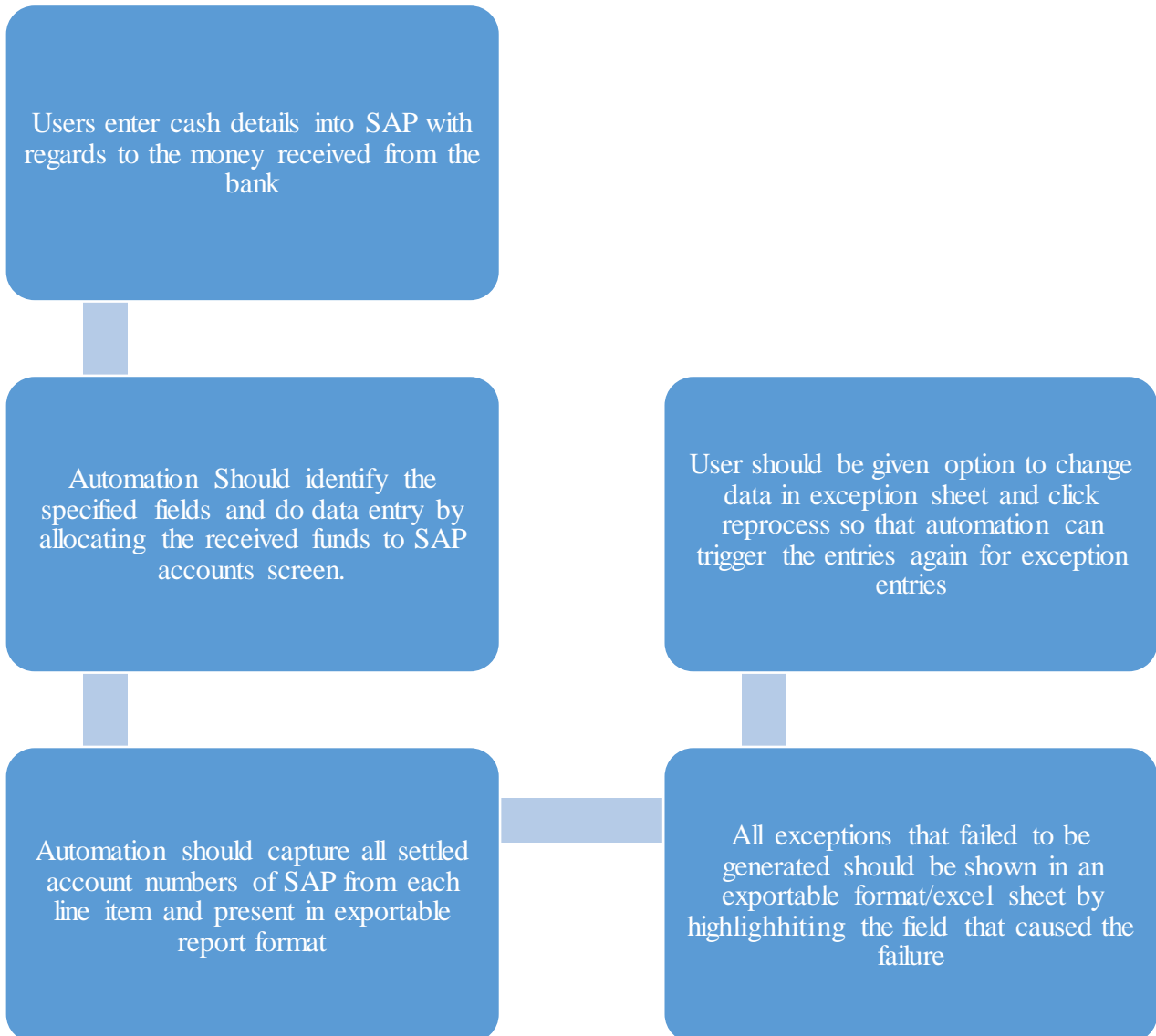
- a) The validity, construction and performance of this RFP and the ensuing contract shall be governed by and construed in accordance with the laws of India.
- b) Subject to the provisions of the Arbitration clause, if any, contained in the ensuing contract, the Parties agree to submit to the exclusive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

ANNEXURE I - BUSINESS PROCESS OVERVIEW

1. Booking Process



2. Settlement Process



ANNEXURE II - E-TENDER PROCESS

1. Bidder Registration:

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

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

2. Preparation of Bids by Registered Bidder:

- i. For preparation of bid Bidders shall search the e-tender from published e-tender list available on web site and download the complete e-tender document and should take into account corrigendum if any published before submitting their bids.
- ii. Any clarifications, if required, may be obtained through the contact details given under Section II point 31.
- iii. Bidders should keep the bid documents ready in advance that are needed to be submitted as indicated in the e-tender document in PDF format only.
- iv. Bidder shall go through the e-tender carefully to understand the documents required to be submitted as part of the bid. Any deviation from the terms and conditions of the e-tender may lead to rejection of the bid.

3. Submission of Bids by Registered Bidder:

- i. Bidder should log into the site well in advance for bid submission so that he / she uploads the bid in time i.e. on or before the bid submission time.
- ii. Bidder should deposit the EMD as per the instructions specified in the E-tender Notice / e-tender document on or before the last date & time mentioned in the E-tender Notice / e-tender document, otherwise the uploaded bid will be rejected. The bidders claiming exemption as a MSME/ NSIC/ Make in India/ Start-ups registered unit shall upload the scanned copy of valid MSME/NSIC/ Make in India/ Start -ups registration confirming as manufacturer of e-tendered item.
- iii. While submitting the bids online, the bidder shall read the terms & conditions of E-tender Notice /e-tender document and accept the same in order to proceed further to submit his/her bid.
- iv. Bidder shall digitally sign and upload the required bid documents one by one as indicated in the e-tender Notice / e-tender document according to specified cover.
- v. Bidders shall note that the very act of using DSC for downloading the E-tender Notice / e-tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the e-tender notice / e-tender document without any exception and have understood the complete E-tender Notice / e-tender document and are clear about the requirements of the E-tender Notice / e-tender document.
- vi. Bidders shall submit their bids through online e-tendering system to the Competent Authority well before the bid submission end date and time (as per Server System Clock). The Competent Authority will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders.
- vii. Bidder should follow the server time being displayed on bidder's dashboard at the top of the e-tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening, etc. in the e-tender system.

ANNEXURE III -PRE-QUALIFICATION CRITERIA

(To be submitted online)

S. No.	Eligibility Criteria	Documents Required to be submitted by bidder
1.	Name and Address of the Bidder Company	
2.	Name and Contact details of the Official Representative of the Company	
3.	The bidder should be a registered company in India.	Certificate of Incorporation
4.	Either the Original Equipment Manufacturer (OEM) itself or their authorized partners having registered office in India can bid to propose the solution. Further the bidder should be duly authorized to propose the OEMs RPA solution as part of the bid.	Authorization Letter from the OEM
5.	The bidder should have a minimum annual turnover of Rs. 15 Crore for each of the last three financial years as per their audited balance sheet.	Audited balance sheets or certificate from the auditor for the past three (3) years
6.	The participating bidder should not have been blacklisted by Government of India/ Banks/ PSU/ BFSI/Govt. Organizations in India during last three years.	Undertaking from Bidder.
7.	The bidder should have experience of implementing RPA solution of the quoted OEM anywhere globally (minimum 5 companies)	Bidder must submit at least five customer reference certificates /self-declaration
8.	The RPA solution offered by a bidder should have been implemented by the bidder in minimum 1 company in the BFSI sector in India.	Bidder must submit customer reference certificates /self-declaration.

9.	Proposed RPA Solution(s) should be rated as Leader (strong performer) for 2019 as per Gartner Magic Quadrant.	Relevant proof.
10.	The bidder should be able to provide onsite support on demand in India and offsite technical support, round the clock.	List/Details of technical support centers in India with complete addresses and contact numbers.
11.	The bidder should have a minimum of 10 certified RPA developers pertaining to the OEM that is being proposed.	List of names of the developers with contact numbers and corresponding certification details
12.	The Bidder should submit Integrity Pact Agreement signed by the authorized representative of Bidder with office seal. The Agreement will be counter-signed for and on behalf of GIC Re after opening of the Pre-Qualification cum Technical e-Tender	Integrity Pact Agreement

Bids from the bidder who do not pre-qualify based on the above criteria will be rejected.

ANNEXURE IV - TECHNICAL BID & ITS EVALUATION CRITERIA

The technical bid should provide detailed information covering the following:

1. Experience of the Firm

Bidder must provide detailed description of similar projects for RPA Implementation and Maintenance Support.

- Maintenance scope, duration, client profile, references
- RPA Implementation and Maintenance Support
- Total man hours/man days support references

2. Methodology, Work plan

The bidder must Provide

- Project plan for implementation and Go-live.
- Methodology and staffing for Implementation.
- Methodology and staffing for maintenance support.
- Quality management plan
- Risk list and mitigation plan
- Details on approach to RPA software release, support packs and enhancement packs upgrades, including upgrade assessment methodology and tools.

3. Architecture of the RPA Solution

The bidder must Provide

- Robots capabilities in handling repetitive tasks and trigger mechanisms.
- The solution scalability for built in failover capabilities, performance and efficiency monitoring
- Detailed architecture with advantages, scalability, limitations and emphasis on ease of use.
- Detail the capabilities and limitations of the Creator\Developer component of the RPA solution
- Detail the capabilities and limitations of the Controlling and reporting component of the RPA solution covering all capabilities mentioned in the Scope of Work

- Detail the Robot Design and Management in details including the working of the robot in terms of the following but not limited to:
 - capability of adding and removing business rules and logic
 - Recording of processes that need to be automated
 - Capability to add or remove using drag and drop mechanism for business rules in case of change in robot
 - Audit track of robot's capabilities
 - Capability to modify and build bit without the need of coding.
 - Flexibility to create bots using coding as well.
 - Quality Assessment tools for monitoring the robot's performance
 - A strong debugging mechanism to check where the bot is failing
- Details the Security features of the bots including its ability to integrate with single sign non and audit compliance. Software's flexibility to secure itself in case vulnerabilities are identified during vulnerability audits.
- Detail the capabilities and limitations of the running bots of the RPA solution covering all capabilities mentioned in the Scope of Work

4. OCR/AI and ML of the RPA Solution

The bidder must Provide

- Detailed explanation with screenshots, the capability of the RPA solution using inbuilt OCR and third-party OCR.
- Detailed working of RPA solution in handling various types of scanned PDF, structured PDF, unstructured PDF, Handwritten documents and additional structured and unstructured sources of data (optional).
- Detailed Solution capabilities to handle simple variations in the same format without any additional training.
- The capability to leverage the AI, ML and RPA solution through easy to use UI and drag and drop mechanisms as well.
- The capability of recognizing set of data and action buttons from any kind of display on screen consistently with minimum errors and extract in editable formats that can be predefined.
- Roadmap of the solution to integrate NLP (Natural Language processing) and Machine learning.

5. Key Personnel for the assignment

The bidder must Provide

- Project organization structure and profile of key project team members (e.g. Project manager, Project leader, Team lead, System administrators, Database administrators, Quality assurance etc), including support team composition i.e. either on-site, offshore, hybrid model Proposed team size and composition
- Number of Resources to be deployed on-site and off-site.
- Details of resources deployed off site and their replacements in case of absence of the deployed resources.
- Profiles highlighting.
- Separate Escalation Matrix for the Implementation and Support Services.

Please provide Resumes or Profiles of project team members who will be working on this assignment. The project team members must be full time employees of the bidder The core team members for this contract should preferably be named and maintained for the entire duration of the contract except for substitution with comparable profile agreed to by GIC Re.

6. Training and Change Management

The bidder must Provide

- Training methodology

The bidder must provide a software training overview that includes but is not limited to:

- a. Overview of proposed training plan / strategy, including options for on-site or off-site training services, for the GIC Re end-users and technology personnel.
- b. The role and responsibility of the bidder resources in the design and implementation of the training plan (e.g., development of customized training materials, delivering training to GIC Re end-users).
- c. The Bidder shall plan and conduct knowledge transfer to the technical staff during the software installation and configuration.
- d. Deliverables at the end the software installation include a Skills Transfer Plan and Verification of Skills Transferred.

e. Deliverables include materials included with Software, as well as other training materials and courses for the project team, technical staff and end users.

- User documentation, System documentation
- Other details on provision of training, transfer of knowledge/skill.

7. Unique capabilities

Please provide any information that will facilitate GIC Re's evaluation of your firm's capability to successfully implement/managed the project. Please identify what you believe are the primary characteristics that differentiate your firm from others in the market and explain why you believe you are uniquely positioned to work successfully with GIC Re. In this context, please describe any experience in working with Insurance or Reinsurance organizations, Financial Institutions, or other entities operating in a similar context.

Evaluation Criteria of Technical Bid

SR. NO.	PARAMETERS	Marks
1.	Experience of the Bidders in RPA Implementation & Maintenance	20
2.	Methodology, Work plan	40
3.	Architecture of the RPA Solution	30
4.	OCR/AI and ML of the RPA Solution	70
5.	Suitability of the Key Personnel for the assignment	30
6.	Capability for Training and Change Management	5
7.	Unique capabilities	5
	Total	200

ANNEXURE V - COMMERCIAL BID

(To be Submitted Online)

Sr. No	Component	Total cost (Rs.)
1.	Total onetime Cost for implementation RPA solution according to the scope of work	
2.	License Fee of the RPA Solution (For 3 years)	
a)	License Fee for the Centralized Controlling component of the RPA Solution (One) .	
b)	License Fee for concurrent running bots (Two) .	
c)	License Fee for the Creator\Developer component (One) .	
d)	License Fee for additional components like OCR (Optical Character Recognition)/ AI (Artificial Intelligence) /ML (Machine Learning) required to fulfill the scope of work.	
3.	Maintenance cost of the complete RPA Software and utilities proposed in the RFP fulfilling the scope of work (for one year on-site and 2 years offsite/on demand)	
4.	Compulsory Annual Training (Once each year)	
	Total Cost (1+2+3+4) =	
	Total Cost in Words	

Note:

- (A) L1 bidder will be decided on the basis of **Total Cost** of the above Table.
- (B) Price quoted shall be in Indian Rupees.
- (C) The price quoted by the bidder should be exclusive of applicable taxes. Taxes as applicable will be paid additionally on actuals. GIC Re would be entitled to deduct TDS as applicable while making payments according to the prevailing Indian laws on taxation

ANNEXURE VI - SERVICE LEVEL AGREEMENT

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

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

BY AND BETWEEN

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

AND

_____, a Company registered under the _____ 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 other part.

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

RECITALS

WHEREAS GIC Re is desirous of appointing a Service Provider for “**RPA Implementation and Maintenance Support (IMS)**” conforming to all the specifications as per the Request for proposal dated (hereinafter referred to as “RFP” which expression shall include all attachments and annexures thereto as well as all amendments, modifications, alterations, addendums and corrigendum thereto.

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

AND WHEREAS the Service Provider represents that it has the necessary resources and experience for providing “**RPA Implementation and Maintenance Support (IMS)**” and has submitted its Bid for providing the required services in accordance with the terms and conditions set forth herein and, in the RFP, and any other reasonable requirements of GIC Re communicated from time to time.

AND WHEREAS the Service Provider 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 Service Provider.

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

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

1. Definitions:

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

- 1.1 “Confidential Information” will have the same definition as given in the Reciprocal Non-Disclosure Agreement (NDA) entered into between GIC Re and the Service Provider.
- 1.2 “Agreement” means the Agreement entered into between GIC Re and the “Service Provider” as recorded in this Contract form signed by GIC Re and the “Service Provider” including all Attachments and Annexes thereto, the RFP, the agreed terms as set out in the technical and commercial Bids, all documents incorporated by reference therein and amendments, alterations and modifications done to any of the above from time to time;
- 1.3 “Document” means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes and databases or microfilm or computer-generated microfilm.
- 1.4 “Effective Date” means the date on which this Agreement is signed and executed by the parties hereto. If this Agreement is executed in parts, then the date on which the last of such parts is executed shall be construed to be the Effective Date;
- 1.5 “Intellectual Property Rights” means any patent or patent applications, copyright, trademark, trade name, logo, sign symbol, business name, internet domain names, email address names, design, trade secret, permit, service marks, brands, propriety information, moral rights, knowledge, technology, licenses, databases, computer programs, software, know how, rights in confidential information, rights in invention or other form of intellectual property right, title, benefits or interest, whether registered or unregistered and including any form of application for any of the foregoing which may already exist or may be created anywhere in the world, whether arising before or after the execution of this Agreement and the right to ownership and registration of these rights;

1.6 “Kick Off Meeting” means a meeting convened by GIC Re to discuss and finalize the work execution plan and procedures with the Service Provider.

1.7 “Service Provider’s team” means the employees of the Service Provider , its authorized agents and representatives or other personnel employed or engaged either directly or indirectly by the Service Provider for the purposes of implementation of this Agreement.

1.8 “Negligence” means: any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences which such person or entity knew or should have known or with reasonable diligence could have known to result from such act or failure to act. Notwithstanding the foregoing, negligence shall not include any action taken in good faith for the safeguard of life or property,

1.9 “Willful Misconduct” means: “intentional disregard of good and prudent standards of performance or proper conduct under this Agreement with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.

1.10 “Parties” means GIC Re and the Bidder and “Party” means either of the Parties;

1.11 “Service” means facilities/services to be provided as per the requirements specified in the RFP and this Agreement and any other incidental services, such as Supply , maintenance, provision of technical assistance and other such obligations of the Bidder covered under this Agreement;

1.12“Service Specification” means and includes detailed descriptions, statements to technical data, performance characteristics, and standards as applicable and as specified in this Agreement or the RFP as well as those specifications relating to Industry standards and codes applicable to the performance of the work, work performance quality and the specifications affecting the works or any additional specification required to be produced by the Service Provider to meet the design criteria or completion of the Services.

1.13“The Contract Price” means the price payable to the Service Provider under the Agreement for the full and proper performance of its contractual obligations on its part.

1.14 “Bids” means the technical and commercial bids submitted by the Service Provider in response to the RFP.

2. Interpretation

In this Agreement unless a contrary intention is evident:

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

3. Conditions precedent

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

- 3.1 The Service Provider 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 VII](#) to the RFP). All charges whatsoever such as premium, commission etc. with respect to the PBG shall be borne by the Bidder.

No interest shall be payable on the PBG.

In the event of the Service Provider 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 Bidder's failure to complete its obligations under this Agreement.

3.2 The Service Provider shall obtain all statutory, regulatory and other approvals required for the performance of the Services under this Agreement.

3.3 The Service Provider shall execute an Integrity Pact with GIC Re which essentially envisages an agreement committing Officials/Representatives of the Parties to this Agreement (covered in terms of the threshold limit set by GIC Re), not to exercise any corrupt influence on any aspect of this Agreement.

3.4 The Service Provider shall furnish a Deed of Indemnity in. the format attached as [Annexure IX](#) with the RFP.

3.5 The Service Provider shall furnish the Code of Integrity undertaking in the format attached as [Annexure X](#) with the RFP.

3.6 The Service provider shall sign the Non-Disclosure Agreement (NDA) in the format attached as [Annexure VIII](#) with the RFP.

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

4. Verification of documents

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

5. Representations & warranties

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

- 5.1 That the Service Provider is a validly organized entity and has the requisite experience of, the technical know-how, the professional skills the financial wherewithal for providing “**RPA Implementation and Maintenance Support (IMS)**” and has the ability, the power and the authority that would be required to successfully provide the Services sought by GIC Re for the purposes of this Agreement.
- 5.2 That the Service Provider is not involved in any litigation or legal proceedings, pending, existing, and potential or threatened, that may have an impact of affecting or compromising the performance or delivery of Services under this Agreement.
- 5.3 That the representations and warranties made by the Service Provider in the bid or in this Agreement are and shall continue to remain true and the Service Provider 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 Service Provider shall be bound by all the terms of the RFP and this Agreement throughout the term of this Agreement.
- 5.4 That the Service Provider has the professional skills, personnel, resources and statutory, regulatory and other authorizations that are necessary for providing all such services as are necessary to fulfill the services stipulated in the RFP, the bids and this Agreement.
- 5.5 That there shall not be any privilege, claim or assertion made by a third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, movable or immovable as mentioned in any Intellectual Property Rights, licenses and permits.
- 5.6 That the Service Provider shall use only such assets of GIC Re as GIC Re may permit for the sole purpose of execution of its obligations under the terms of this Agreement. The same shall be used

in a reasonable manner. The Service Provider shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.

5.7 That the Service Provider shall procure all the necessary permissions, approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep GIC Re indemnified in relation thereto.

5.8 That the Service Provider will ensure that execution of the Services and the Scope of work herein are and shall be in accordance and in compliance with all applicable laws, including laws applicable to it as the provider of information technology products and services hereunder. That the execution of the Services under this Agreement is and shall be in accordance and in compliance with all applicable laws.

5.9 That neither the execution and delivery by the Service Provider of this Agreement nor the Service Provider's compliance with or performance of the terms and provisions of this Agreement

- i. will contravene any provision of any Applicable Law or any order, writ, injunction or decree of any court or Governmental /Municipal/Local Authority binding on it; or
- ii. will conflict or be inconsistent with or result in any breach of any of the terms, covenants, conditions or provisions of, or constitute a default under any Contract, or instrument to which the Service Provider is a party or by which it or any of its property or assets is bound or to which it may be subject; or
- iii. will violate any provision of the Memorandum and Articles of Association of the Service Provider.

5.10 That the Service Provider undertakes and/or certifies, as the case may be that all registrations, recordings, filings and notarizations of this Agreement and all payments of any tax or duty, including stamp duty, registration charges or similar amounts which are required to be effected or made by the Service Provider which are necessary to ensure the legality, validity, enforceability or admissibility in evidence of this Agreement shall be have been made.

5.11 That the Service Provider owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all its Intellectual Property Rights, which are required or desirable for performance of Services under this Agreement and regarding the same the Service Provider does not, so far as the Service Provider is aware, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. So far as the Service Provider is aware, none of the Intellectual Property Rights, owned or enjoyed

by the Service Provider or which the Service Provider is licensed to use, which are material in the context of Service Provider's business and operations for the performance of this Agreement are being infringed nor, so far as the Service Provider is aware, is there any infringement or threatened infringement of those Intellectual Property Rights licensed or provided to the Service Provider by any person. All Intellectual Property Rights (owned by the Service Provider or which the Service Provider is licensed to use) required by the Service Provider for the performance of this Agreement are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and the Service Provider shall keep GIC Re indemnified in relation to all warranties in this clause. Further, it is hereby clarified that no licenses or rights (including licenses or rights under patents) are granted either directly, by implication or otherwise by GIC Re. GIC Re shall retain ownership of its respective pre - existing intellectual property rights including any customizations, enhancements, or modifications thereto.

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

6. Scope of work/:

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

7. Implementation and warranty periods

The software should have a warranty which shall be applicable after live implementation of the software applications. Warranty will cover troubleshooting, removing bugs/errors. All upgrades / updates / new version releases will be provided during warranty and Annual License and

Technical/Maintenance Support (Annual Cost) period of the Agreement. During the implementation phase if any upgrades / updates / new version releases comes, it is to be installed free of cost. Service provider will ensure smooth functioning of the software by providing onsite / online / telephonic support between 9 am to 6 pm during the warranty and support period. The Service Provider shall also ensure the requisite knowledge transfer to the identified staff of GIC Re for maintenance of the software solution and the hardware.

- a) **IMPLEMENTATION PHASE:** The implementation phase will be the period from the effective date of this Agreement to the acceptance and go live of the software.

ACCEPTANCE: The Service Provider will create, with user concurrence, a set of user acceptance tests (UAT) which will be run on the software installed in its production environment to the **satisfaction** of GIC Re

8. Term of the contract:

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

9. Reporting progress

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

- b) The Service Provider shall reply to the written notice giving details of the measures it proposes to take to expedite the progress so as to complete the Services by the prescribed time or to meet the standards of service required, as the case may be. The Service Provider shall not be entitled to any additional payment for taking such steps. If at any time it should appear to GIC Re that the actual progress of work does not conform to the approved programme the Service Provider shall produce at the request of GIC Re a revised programme showing the modification to the approved

programme necessary to ensure completion of the Services within the time for completion or steps initiated to ensure compliance to the stipulated requirements.

- c) In case during the implementation of this Agreement, the progress falls behind schedule or does not meet the desired requirements, the Service Provider shall deploy extra manpower, resources, infrastructure to make up the progress or to meet the requirements. Program for deployment of extra manpower/ resources/ infrastructure will be submitted to GIC Re for its review and approval. All time and cost effect in this respect shall be borne, by the Service Provider.

10. Statutory and other requirements

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

11. Agreement administration

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

- a. Exercise all of the powers and functions of his/her Party under this Agreement and ensure the proper administration and performance of the terms hereof, other than the power to amend this Agreement; and
- b. Bind his or her Party in relation to any matter arising out of or in connection with this Agreement.
- c. For the purpose of execution or performance of the obligations under this Agreement, GIC Re's representative would act as an interface with the representative of the Service Provider. The Service Provider shall comply with any instructions that are given by GIC Re's representative during the course of this Agreement in relation to the performance of its

obligations under the terms of this Agreement.

- d. A Committee comprising of representatives from GIC Re and the Service Provider shall meet on a regular basis to discuss any issues / bottlenecks being encountered. The Service Provider shall draw the minutes of these meetings and circulate to GIC Re.

12. Right of Monitoring, Inspection and Periodic Audit

- a. GIC Re reserves the right to inspect, monitor and assess the progress/performance of the **“RPA Implementation and Maintenance Support (IMS)”** at any time during the validity of the Agreement. GIC Re may demand and upon such demand being made, it shall be provided with any document, data, material or any other information which it may require, to enable it to do the same.
- b. GIC Re shall also have the right to conduct, either itself or through another person as it may deem fit, an audit to monitor the performance by the service Provider of its obligations/functions in accordance with the standards committed to or required by GIC Re and the Service Provider undertakes to cooperate with and provide to GIC Re / another person appointed by GIC Re all documents and other details as may be required by them for this purpose after giving Service Provider at least two weeks written notice in advance. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the Service Provider failing which GIC Re may, without prejudice to any other rights that it may have issue a Notice of Default.

13. GIC Re’s Obligations

13.1 GIC Re’s representative shall interface with the Service provider, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of this Agreement.

13.2 GIC Re shall provide adequate co-operation in providing details, assisting with coordinating and obtaining of approvals from various governmental agencies, in cases, where the intervention of GIC Re is proper and necessary.

13.3 GIC Re shall ensure that timely approval is provided to the Service Provider, where any approval is required to be given by GIC Re.

14. Information Security

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

from GIC Re.

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

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

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

15. Insurance

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

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

for GIC Re.

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

16. Indemnity

The Service Provider shall execute and furnish to GIC Re a Deed of Indemnity annexed with RFP indemnifying GIC Re and holding it harmless to the extent of 100% in respect of the situations stated therein. All claims regarding indemnity and the Deed of Indemnity shall survive the termination or expiry of this Agreement.

17 . Confidentiality

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

18 . Term and Extension

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

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

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

19. Price

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

19.2 GIC Re however reserves the right to review and negotiate the Contract Price payable for the **“RPA Implementation and Maintenance Support (IMS)”** and the services at the beginning of each year after the completion of the initial Agreement period or at any time earlier to incorporate downward revisions as applicable and necessary.

20. Change Orders

- a. The Bidder agrees that the requirements given in the RFP and this Agreement are broad requirements and are in no way exhaustive and guaranteed by GIC Re.
- b. It shall be the responsibility of the Bidder to meet all the requirements of Design criteria contained in the RFP or this Agreement and additional request made shall not constitute a change order and shall be carried out without a change order with no time and cost effect to GIC Re.
- c. Any upward revision and/or additions consequent to errors, omissions, ambiguities, discrepancies in the specification etc. of the Bid which the Bidder had not brought to GIC Re's notice at the time of the Bid shall not constitute a change order and such upward revisions and/or addition shall be carried out by Bidder without any time and cost effect to GIC Re.
- d. The change order will be initiated only in case;
 - i. GIC Re directs the Bidder in writing to include any addition to the scope of work covered under this Agreement or delete any part of the scope of work under this Agreement; or
 - ii. The Bidder requests to delete any part of the work which will not adversely affect the execution of the scope of work under this Agreement and if the deletions proposed are agreed to by GIC Re, the cost and time benefits shall be passed on to GIC Re; or
 - iii. GIC Re directs in writing the Bidder to incorporate changes or additions to the Design Criteria requirements under in this Agreement.
- e. Any changes required by GIC Re over and above the minimum requirements given in the scope of work. included in the RFP before giving its approval to detailed design for complying with design criteria and changes required to ensure systems compatibility and reliability for safe (As per codes, standards and recommended practices referred in the RFP, Bid and trouble free operation shall not be construed to be change in the Scope of work under this Agreement.

- f. Any change order comprising an alteration which involves change in the cost of the works (which sort of alteration is hereinafter called a “Variation”) shall be the Subject of an amendment to this Agreement by way of an increase or decrease in the Agreement Price and adjustment of the implementation schedule if any.
- g. If there is a difference of opinion between the Bidder and GIC Re representative whether a particular work or part of the work constitutes a change order or not, the decision of GIC shall be final. the matter shall be handled in accordance with the procedures set forth in Clause “Procedures for Change Order.”
- h. Within 14 working days of receiving the comments from GIC Re on the specification, purchase requisitions and other documents submitted by the Bidder for approval, the Bidder shall respond in writing, which item(s) of the Comments is/are potential changes(s) in the Scope of work covered in this Agreement and shall advise a date by which change order (if applicable) will be submitted to GIC Re.

21. Suspension of Work

The Service Provider shall, if ordered in writing by GIC Re, temporarily suspend the works or any part thereof for such a period and such time as ordered. The Service Provider shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Works as aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the Service Provider, if request for same is made provided that the suspension was not consequent to any default or failure on the part of the Service Provider. In case the suspension of works, is not consequent to any default or failure on the part of the Service Provider, and lasts for a period of more than 3 months, the Service Provider shall have the option to request GIC Re to grant equitable adjustment in the Contract Price.

22. Liquidated Damages

In the event of non-performance and/or breach of any of the terms of this agreement, GIC Re will be entitled to liquidated damages,

In the event of delay in performance relating to Scope of work and where the Service Provider is solely responsible, the Liquidated Damages will be applicable For the implementation phase, the Project Cost (PC) mentioned below refers to the project implementation cost proposed and accepted in the commercial bid. For the remainder period of the contract, Annual cost (AC) used below refers to the Aggregate of Licence plus Maintenance cost.

Implementation Phase

In the event of delay in Go-Live of the solution as proposed by the successful bidder and agreed by both the parties, the bidder shall be liable to pay Liquidated Damages at a percentage of the total value of the Project Cost (PC) subject to a maximum of 10% (ten percent) as detailed below:

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

For the purpose of this clause, part of the week is considered as a full week. This can be waived if the delay is on part of GIC Re and same is documented.

Support and Maintenance Phase

Support and maintenance is required to be provided by the selected bidder using the onsite and offsite resources in respect to the two processes developed during the implementation phase. During this phase, following SLA criteria will be applicable:

The Liquidated Damages for every miss of an SLA deadline for Incidents will be 0.1% of annual maintenance cost. This will aggregate to maximum of 0.4% for an event (ticket) reaching up to Very High/Emergency Level. The aggregate Liquidated Damages in a quarter is capped at 10% of the Annual Cost (AC) across multiple events (of type incidents). So, if the event is very high then missing the response time deadline will result in one Liquidated Damages. Then a miss of the “Resolution time” will result in another Liquidated Damages and a new resolution time will be mutually agreed upon by the and GIC Re. If this deadline is also missed, then a fourth Liquidated Damages will be imposed, and the event will have the next level’s resolution time as the next deadline. GIC Re can waive a Liquidated Damages if there are valid reasons. The Liquidated Damages will be calculated on a quarterly basis.

Change/New Requests

The onsite support engineer will be required to take up Change/New Requests raised during the handover period of one year. In addition, to ensure quality, bugs reported on a change request within one year of release to production would have to be fixed at no extra cost.

For all purposes the Liquidated Damages rates mentioned for the implementation phase will be applicable to all new change requests agreed upon for the duration of the contract.

Any such Liquidated Damages when levied may be offset as against any pending payment/future payment by GIC Re to the selected bidder. Alternatively, the Liquidated Damages shall be deducted from the PBG submitted. The Successful Bidder shall replenish the PBG with the amount equal to the Liquidated damages levied in not later than 10 working days from the date of levy of Liquidated Damages.

Each levy of Liquidated Damages shall be exclusive of the other.

Aggregate Liquidated Damages at any point of time and for any period should not exceed 100% of PBG submitted by the Bidder. If the aggregated Liquidated Damages exceeds this amount, GIC Re reserves the right to terminate the Agreement by giving 15 days' notice and or pursue other remedies at its discretion which are available under the Agreement.

RECOVERY OF LIQUIDATED DAMAGES:

Amount of Liquidated Damages will be recovered from successful bidder, on demand from GIC Re. GIC Re also reserves the right to recover the Liquidated Damages amount from the payment due to the bidder or by invoking the Performance Bank Guarantee. GIC Re has the right to recover Liquidated Damages amount from any dues that may be payable to the bidder under any previous contract with the GIC Re under the right of set off.

Not Acceptance/ Non-Execution of Order

In case the bidder refuses to accept / execute the order, GIC Re will procure the same from the respective OEM as per terms & conditions and rate accepted by OEM. The bidder has to bear the different cost of the item/ product (GIC Re is having all the rights to recover the difference/ liquidated damages amount from PBG as well as any amount payable to the bidder.)

If required, GIC Re may also take action against the bidder and blacklist them without any correspondence in this regard.

23. Payment Terms

23.1 The Agreement price shall be equal to the amount specified in the Commercial Bid. Payments

will be in the manner as given in RFP.

23.2 All Payments shall be made in Indian Rupees Only and will be subject to provisions of the clause Liquidated Damages or any other recoverable due from Service Provider to GIC Re.

23.3 GIC Re shall be entitled to make recoveries from the Service Provider's bill/invoice, the Performance Bank Guarantee, or from any other amount due to the Service Provider, of the equivalent value of any payment made to it due to inadvertence, error, collusion, misconstruction, misstatement or mistake.

23.4 Service Provider shall be deemed to have considered all the costs required for successful implementation of the Scope of Work as per RFP and this Agreement while submitting the commercial bids. GIC Re will not be liable to pay any extra cost, charges or out of pocket expenses.

23.5 Payment for the implementation of the Scope of Work as per the RFP and this Agreement will be released after signoff for successful completion of the Scope of Work.

23.6 The Service Provider shall not in any case whatsoever link its billing to GIC Re's asset and/or revenue base.

24. Events of Default by the Service Provider

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

24.1 The Service Provider fails to perform any thing as per any instruction or directive issued by GIC Re which GIC Re deems proper and necessary to execute the scope of work under this Agreement, or

24.2 The Service Provider fails to adhere to any of the terms of this Agreement, or if the Service Provider falls short of matching such standards/targets as GIC Re may have designated with respect to any task necessary for the execution of the scope of work under this Agreement. The above-mentioned failure on the part of the Service Provider may be in terms of failure to adhere to timelines, specifications, requirements or any other criteria as defined by GIC Re; or

24.3 The Service Provider fails to remedy a failure to perform its obligations in accordance with the specifications issued by GIC Re despite being served with a default notice which lays down the

specific deviance on the part of the Service Provider to comply with any stipulations or standards as laid down by GIC Re; or

24.4 The Service Provider/ Service Provider's Team fails to conform with any of the Service/Facility Specifications/standards as set out in the scope of work of this Agreement or has failed to adhere to any amended direction, modification or clarification as issued by GIC Re during the term of this Agreement and which GIC Re deems proper and necessary for the execution of the scope of work under this Agreement

24.5 The Service Provider fails to demonstrate or sustain any representation or warranty made by it in this Agreement, with respect to any of the terms of its Bids, the RFP and this Agreement

24.6 There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the Service Provider.

24.7 The Service Provider fails to comply with or is in breach or contravention of any applicable laws.

24.8 Where there has been an occurrence of such defaults inter alia as stated above, GIC Re shall issue a notice of default to the Service Provider, setting out specific defaults / deviances / omissions and providing a notice of 30 days to enable the Service Provider to remedy the default committed.

24.9 Where despite the issuance of a default notice to the Service Provider by GIC Re the Service Provider fails to remedy the default to the satisfaction of GIC Re, GIC Re may, where it deems fit, issue to the Service Provider another default notice or proceed to adopt such remedies as may be available to GIC Re.

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

25. Consequences in Event of Default

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

25.2 Where despite the issuance of a Notice of Default to the Service Provider by GIC Re the Service Provider fails to remedy the default to the satisfaction of GIC Re, GIC Re may, where

it deems fit, issue to the Service Provider another Notice of Default or proceed to adopt such remedies as may be available to GIC Re .

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

(1) Impose any such obligations and conditions and issue any clarifications as may be necessary to inter alia ensure smooth continuation of Services and the Service Provider shall be obliged to comply with which may include unilateral re-determination by GIC Re of the consideration payable to the Service Provider hereunder. The Service Provider shall in addition take all available steps to minimize loss resulting from such Event of Default.

(2) GIC Re may, by a written notice of payment suspension to the Service Provider, suspend all payments to the Service Provider under this Agreement, provided that such notice of payment suspension:

i. shall specify the nature of the failure; and

ii. shall request the Service Provider to remedy such failure within a period of 15 days from the date of receipt of such notice of suspension by the Service Provider

25.4. Where GIC Re deems necessary, it shall have the right to require replacement of any member of the Service Provider's Team/sub-contractors / Service Provider (other than the "Service Provider" under this Agreement) with another suitable member. The Service Provider shall in such case forthwith find a suitable replacement for such outgoing member/sub-contractors/service provider (other than the "Service Provider" under this Agreement) with another member/sub-contractors/service provider (other than the "Service Provider" under this Agreement) to the satisfaction of GIC Re. Failure on the part of the Service Provider to find a suitable replacement and/or terminate all agreements/Agreements with such member, shall amount to a breach of the terms hereof and GIC Re in addition to all other rights, have the right to claim damages and recover from the Service Provider all losses/ or other damages that may have resulted from such failure.

26. Termination

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

26.1 Where GIC Re is of the opinion that there has been an Event of Default on the part of the Service Provider and the default has not been rectified in terms of the Notice of Default, which would make it proper and necessary to terminate this Agreement.

26.2 Where it comes to GIC Re's attention that the Service Provider (or the Service Provider's Team) is in a position of actual conflict of interest with the interests of GIC Re in relation to any of terms of the Service Provider's Bid, the RFP or this Agreement.

26.3 Where the Service Provider's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Service Provider, any failure by the Service Provider to pay any of its dues to its creditors, the institution of any winding up proceedings against the Service Provider or the happening of any such events that are adverse to the commercial viability of the Service Provider. GIC Re reserves the right to take any steps as are necessary to ensure the effective transition of the project to new bidder and to ensure business continuity and the Bidder shall co-operate for the same.

26.4 Termination for Insolvency: GIC Re may at any time terminate this Agreement by giving written notice to the Service provider, without compensation to the Service Provider, if the Service Provider becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to GIC Re.

26.5 Termination for Convenience: The notice of termination shall specify that termination is for GIC Re convenience, the extent to which performance of work under this Agreement is terminated, and the date upon which such termination becomes effective.

26.6 GIC Re may terminate this Agreement if the Service Provider fails to comply with any decision reached consequent upon arbitration proceedings pursuant to dispute resolution clause hereunder.

26.7 GIC Re may terminate this Agreement, by giving a written notice of termination of Thirty (30) days, to the Bidder, if at any point of time if the scope of work mentioned in RFP document is not fulfilled by the Bidder

26.8 if at any point of time and for any period the Liquidated damages exceeds 100% of PBG submitted by the Service Provider

26.9 If the aggregate of Liquidated Damages levied under the Liquidated Damages clause exceeds the amount mentioned therein, GIC Re reserves the right to terminate this Agreement by giving 15

days' notice and pursue other remedies available under this Agreement in addition to setting off the Liquidated Damages or recovering the same from PBG.

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

27. Consequences of Termination

- In the event of termination of this Agreement due to there being any Event of Default on the part of the Service Provider the Service Provider's services shall stand cancelled effective from the date of termination of this Agreement.
- In the event of termination of this Agreement, GIC Re reserves its rights to call for new bids or issue a Letter of Intent/Notification of Award to the next best value bidder of this tendering process.
- In the event of termination of this Agreement due to any cause whatsoever, [whether consequent to the stipulated Term of this Agreement or otherwise] GIC Re shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which the Service Provider shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow and provide all such assistance to GIC Re and/or the new bidder, as may be required, to take over the obligations of the Bidder in relation to the execution/continued execution of the scope of this Agreement.
- Where the termination of this Agreement is prior to its stipulated term, GIC Re through unilateral re-determination of the consideration payable to the Service Provider shall pay the Service Provider for that part of the Services which have been authorized by GIC Re and satisfactorily performed by the Bidder up to the date of termination.
- Without prejudice to any other rights, GIC Re may retain such amounts from the payment due and payable by GIC Re to the Service Provider as may be required to offset any losses caused to GIC Re as a result of any act/omissions of the Service Provider. In case of any loss or damage due to default on the part of the Service Provider in performing any of its obligations with regard to executing the scope of work under this Agreement, the Service Provider shall compensate GIC Re for any such loss, damages or other costs, incurred by GIC

Re.

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

28. Dispute Resolution and Arbitration.

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

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

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

- I. In case of any dispute or difference arising out of or in connection with this Agreement, including those relating to the existence, interpretation and application of the provisions of this Agreement, the Parties shall first make efforts to settle the dispute or difference amicably by mutual consultation.
- II. In case the dispute or difference cannot be resolved in the manner stated above, such dispute or difference shall be referred to and resolved by arbitration. The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any enactment, modification or re-enactment in force at the relevant time.

Appointment of Arbitrator: Where a person is approached for Arbitration under this clause, he/ she shall make a declaration or disclosure in writing as laid out in schedule VI of the Act in view of section 12 r/w schedule V and Schedule VII of the Arbitration and Conciliation Act, 1996.

- III. The seat and venue of arbitration shall be Mumbai, India. The arbitration proceedings shall be conducted in English language and the laws applicable to the arbitration shall be the laws of India.

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

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

28.4 In the event that these arbitration provisions shall be held to be invalid then all such disputes or differences shall be referred to the exclusive jurisdiction of the courts at Mumbai.

28.5 Continuance of this Agreement: Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the Parties hereto shall continue to be governed by and perform the work in accordance with the provisions of this Agreement to ensure continuity of operations.

29 . Limitation of the Service Provider's Liability towards GIC Re

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

(A) the total payments payable under this Agreement to the Service Provider, or

(B) the proceeds the Service provider may be entitled to receive from any insurance maintained by the Service Provider to cover such a liability, whichever of (A) or (B) is higher.

This limitation of liability shall not affect the Service provider's liability, if any, for damage to Third Parties caused by the Service Provider or any person acting on behalf of the Service Provider in carrying out the Services.

Nothing in these terms shall exclude or limit the liability of the Service provider in the case of: (a) death or personal injury resulting from the Service provider or Service provider's Team's negligence; (b) willful misconduct; (c) fraud; (d) breach of confidentiality provisions and the NDA (e)

indemnification provisions in this Agreement (f) or other liability to the extent that the same may not be excluded or limited as a matter of law.”

30. Conflict of interest

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

31 Severance

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

32. Governing Language

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

33. Publicity

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

34. Force Majeure

34.1 The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. This would include natural and unavoidable catastrophes that interrupt the expected course of events which events may include, but are not restricted to, instances of wars or revolutions, fires, floods, epidemics, quarantine restrictions, freight embargoes and any event or circumstance of a nature analogous to any of the foregoing which would have an impact on GIC Re.

In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. GIC Re will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Service provider in performing any obligation as is necessary and proper, to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the abovementioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

34.2 Force Majeure shall not include any events caused due to acts/omissions of any Party or result from a breach/contravention of any of the terms of the RFP/ tender, and this Agreement. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under this Agreement.

34.3 In case of a Force Majeure, all Parties will endeavor to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under this Agreement and to minimize any adverse consequences of Force Majeure.

35. Relationship between the GIC Re and the Bidder

35.1 The relationship between the Parties shall be that of independent contractor and contracted. Nothing in this Agreement constitutes any fiduciary relationship between GIC Re and Service Provider / Service Provider's Team or any relationship of employer employee, principal and agent, or partnership or joint ventures, between GIC Re and the Service Provider.

35.2 No Party has any right or authority either express or implied to bind the other Party in any manner whatsoever except as agreed under the terms of this Agreement or to assume or create any obligation or responsibility on behalf of the other.

35.3 GIC Re has no obligations to the Service Provider or the Service Provider 's Team except as agreed under the terms of this Agreement.

35.4 The Service Provider 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 Service Provider, the Service Provider shall protect, indemnify and hold harmless GIC Re in respect of any losses, costs, damages whether direct

or indirect arising out of the failure, omission or non-observance of any laws, rules or regulations which it was expected to comply with hereunder or any act of the Service Provider which as a reasonable man, it should not have committed.

36 No Assignment

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

37. Sub-contracting

In case sub-contracting is required, the Service Provider shall seek prior written permission and submit the list of subcontractors to GIC Re for its approval in writing in sufficient time so as not to impede the progress of work. If such approval is granted, the Service Provider shall ensure that the sub-contractor(s) comply with all the requirements of this RFP and Agreement. Such approval by GIC Re of a sub – contractor(s) shall not relieve the Service provider from any of its obligations, duties, or responsibilities under this Agreement and the Service provider shall be liable to GIC Re for all of the Services under this Agreement, including Services performed by any such Sub-Contractor. To the fullest extent possible under applicable law, the Service provider shall be liable to GIC Re for the acts, omissions, negligence, fraud, bad faith or breach of any sub-contractor in connection with this Agreement.

Any Such 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 sub-contractor.

38. Entire Agreement

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

39. Governing Law

The validity, construction and performance of this Agreement shall be governed by and construed in

accordance with the laws of India

40. Jurisdiction of Courts

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

41. Compliance with Laws

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

42. Notices

A “notice” means;

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

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

To GIC Re, at:

General Insurance Corporation of India,

Suraksha, 170, J Tata Road, Churchgate,

Mumbai – 400020.

Phone: 022-22867166

To Bidder at :

<Name:>

<Address:>

<Phone:>

<Email:>

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

43. Waiver

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

43.2 A waiver by either Party in respect of a breach of a provision of this Agreement by the other Party is not a waiver in respect of any other breach of that or any other provision.

43.3 The failure of either Party to enforce at any time any of the provisions of this Agreement shall not be interpreted as a waiver of such provision.

44. Modification

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

45. Co-operation

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

46 . Survival

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

47. Anti-Fraud and Corruption

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

Definitions:

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

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

(ii) “Fraudulent Practice” means the following:

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

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

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

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

Measures to be taken by the GIC Re:

- a. GIC Re will be within its rights to terminate this Agreement with the Service Provider for any Misdemeanor during the Contract Cycle, ban/blacklist/debar the Service Provider from this and further procurements and the like.
- b. GIC Re will be within its rights to take any other action against the Service Provider 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 Service Provider:

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

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

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

For and on behalf of General Insurance Corporation of India

By:

Name:

Title:

Date:

In presence of (Witnesses)

(i)

(ii)

For and on behalf of “Service provider ’s Name”.

By:

Name:

Title:

Date:

In presence of (Witnesses)

(i)

(ii)

ANNEXURE VII - PERFORMANCE BANK GUARANTEE

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

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

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

In consideration of the General Insurance Corporation of India, a company registered under the Companies Act 1956, and having its registered office at 170, "Suraksha", 170, J. Tata Road, Mumbai 400020 (hereinafter called 'Corporation'), having entered into an agreement dated ____ for the "**Procurement of RPA Implementation and Maintenance Support (IMS)**" (hereinafter called "the Agreement") with (Supplier's name and address) (hereinafter called "the said Supplier") and the Supplier, having agreed to provide a guarantee for its performance in the form of an unconditional, irrevocable and continuing Performance Bank Guarantee as per the terms and conditions of the Request for Proposal dated (hereinafter referred to as "the RFP") and the Agreement, for the due fulfillment by the Supplier of the terms and conditions contained in the RFP and the Agreement,

1. We, _____ (Name of the bank and full address) (hereinafter called the "Bank") at the request of _____ (Name of supplier/s) do hereby undertake to pay to the Corporation an amount not exceeding ₹ _____ (Rupees _____ only) caused to or suffered by the Corporation by reason of any breach by the said Supplier of any of the terms and conditions contained in the Agreement.
2. We, _____ (Name of the bank and full address) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Corporation stating that the amounts claimed is due by way of loss or

damage caused to or would be caused to or suffered by the Corporation by reason of breach by the said Supplier of any of the terms and conditions contained in the Agreement or by reason of the supplier's failure to perform the Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ₹ _____/- (Rupees _____ only).

3. We _____ (Name of the bank and full address) undertake to pay to the Corporation any money so demanded notwithstanding any dispute or dispute raised by the supplier(s) in any suit or proceeding pending before any court or tribunal relating hereto our liability under this present being) absolute and unequivocal.

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

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

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

5. We, _____ (Name of the bank and full address) further agree with the Corporation that the Corporation shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time of performance of the said Supplier from time to time to postpone for any time or from time to time of the powers exercised by the Corporation against the said Supplier and to forbear or enforce any of the terms and conditions relating to the Agreement and we shall not be relieved from our liability by reason of any variation, or extension being granted by the said Corporation to the said Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us. We further agree to waive notice of any such change, addition or modification.

6. Any claim which we, _____ (Name of the bank and full address) have against the Supplier shall be subject and subordinate to the prior payment and performance in full of all the obligations of it hereunder. The Bank will not, without

prior written consent of the Corporation, exercise any legal right or remedy of any kind in respect of any such payment or performance so long as the obligations of it hereunder remain owing and outstanding regardless of the insolvency, liquidation or bankruptcy of the Supplier or otherwise howsoever. We, the Bank, will not counter claim or set off against its liabilities to the Corporation hereunder any sum outstanding to the credit of the Corporation with it.

7. This guarantee will not be discharged due to the change in the continuation of the Bank or the Supplier.
8. We, _____ (Name of the bank and full address) undertake not to revoke this guarantee during its currency except with the prior consent of the Corporation in writing.
9. Notwithstanding anything contained herein:
 1. Our liability under this Bank Guarantee shall not exceed ₹ _____/- (Rupees _____ only),
 2. This Bank Guarantee shall be valid up to _____ (date) and
 3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if Corporation serve upon us a written claim or demand within six months from the expiry date of this Bank Guarantee.
10. Our obligation to pay hereunder is as principal debtor and not as surety and it shall not be necessary for the Corporation “to proceed against” the said Supplier “before proceeding against” the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any other security which the Corporation may have obtained or obtain from the Supplier at the time when proceedings are taken against the said Bank in any manner whatsoever.
11. This Performance Bank Guarantee shall come into force immediately and shall be valid up to 60 days after all contractual obligations of the Supplier including warranty obligations are completed.
12. We have the power to issue this guarantee in your favor and the undersigned who are executing this guarantee have the necessary power to do so on behalf of the Bank.

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

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank

ANNEXURE VIII - NON-DISCLOSURE AGREEMENT

RECIPROCAL NON-DISCLOSURE AGREEMENT

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

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

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

and

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

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

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

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

AND WHEREAS Service Provider and GIC Re are in the process of entering into a detailed
agreement as per the Scope of Work under GIC Re’s Request for Proposal dated _____ and
performing the same. (“Purpose”)

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

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

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

A. Definition of “Confidential Information”

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

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

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

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

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

B. Information not categorized as “Confidential Information”

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

(a) Receiving Party can demonstrate by prior existing records, was within Receiving Party's legitimate possession prior to the time of disclosure;

(b) was within the public domain/ public knowledge prior to disclosure, or comes into the public domain/ public knowledge through no wrongful act, fault, negligence or breach of this NDA on the part of the Receiving Party;

(c) is independently developed by the Receiving Party without reference to or reliance upon Confidential Information of the Disclosing Party;

(d) is or becomes lawfully available to Receiving Party on a non-confidential basis from an independent third-party source (after diligent inquiry) who is free to divulge such information.

Provided, the Receiving Party understands and agrees that:

i. Any information known only to a few people to whom it might be of commercial interest and not generally known to the public is not public knowledge;

ii. A combination of two or more parts of the Confidential Information is not public knowledge merely because each part is separately available to the public.

C. Restriction on Disclosure

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

(a) disclose, reveal report, publish, duplicate, copy, transmit or otherwise use or disseminate in any manner whatsoever any Confidential Information of the Disclosing Party;

(b) use the Confidential Information of the Disclosing Party (i) for Receiving Party's own benefit or that of any third party, (ii) to the Disclosing Party's detriment, or (iii) for any purpose other than for achieving the Purpose;

- (c) commercially exploit any Confidential Information of the Disclosing Party;
- (d) acquire any right in, or assert any lien against, the Confidential Information of the Disclosing Party; or
- (e) refuse for any reason to promptly return all Confidential Information of the Disclosing Party if instructed to do so.

D. Permitted Disclosures

Receiving Party is permitted to:

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

E. Effects of Unauthorized Disclosure

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

F. Return of documents

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

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

G. Title And Proprietary Rights

Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain exclusive title and all intellectual property and

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

H. No Warranty

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

I. No Commitment

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

J. Term

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

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

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

K. Arbitration

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

L. Governing Law and Jurisdiction

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

M. Miscellaneous

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

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

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

By: _____

Name: _____

Title: _____

GENERAL INSURANCE CORPORATION OF INDIA

By: _____

Title: _____

Date: _____

ANNEXURE IX - DEED OF INDEMNITY

This Deed of Indemnity is made and executed at _Mumbai on this _____ day of _____
2019 by

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

In favor of

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

WHEREAS the Service Provider has agreed with GIC Re to successfully provide services as per the Scope of Work mentioned in the RFP number ITMG/RFP/1/2019-20 dated _____ (hereinafter referred to as "RFP") which expression shall include all attachments and annexures thereto as well as all amendments, modifications and alterations, the Bids submitted by the Service Provider and the agreement dated _____ (hereinafter referred to as "the Agreement").

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

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

NOW THIS DEED WITNESSETH AS UNDER:

1. The Service Provider shall indemnify, defend and hold GIC Re harmless from and against any monetary liability (including but not limited to loss, charge, claim, fines, penalties, damages, expense, fees etc. of any nature) or non-monetary action (including but not limited to civil, criminal, administrative, arbitratative or any other proceeding) arising out of or in any way connected with the Service Providers' performance of this Agreement .

2. In addition to the general indemnification provided in clause 1 above, The Service Provider hereby undertakes to indemnify GIC Re as per the terms and conditions of the Agreement including that:
- 2.1 The Service Provider warrants that it shall procure all the necessary permissions, approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep GIC Re indemnified in relation thereto.
- 2.2 The Service Provider warrants that it owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all its intellectual property rights, which are required or desirable for performance of its Services under the Agreement and regarding the same the Service Provider does not, so far as the Service Provider is aware, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. So far as the Service Provider is aware, none of the Intellectual Property Rights, owned or enjoyed by the Service Provider or which the Service Provider is licensed to use, which are material in the context of Service Provider's business and operations for the performance of the Agreement are being infringed nor, so far as the Service Provider is aware, is there any infringement or threatened infringement of those Intellectual Property Rights licensed or provided to the Service Provider by any person. The Service Provider warrants that all Intellectual Property Rights (owned by the Service Provider or which the Service Provider is licensed to use) required by the Service Provider for the performance of the Agreement are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon. The Service Provider shall keep GIC Re indemnified in relation to any breach of the warranties in this clause.
- 2.3 The Service Provider warrants that during the tenure of the Agreement, nothing shall be done by the Service Provider in contravention of any law, Acts, or rules and regulations, or any amendments thereof and shall keep GIC Re, indemnified in case of breach of this warranty.
- 2.4 The Service Provider shall adhere to the Information Security Policy of GIC Re as amended from time to time. In case the Service Provider is found to be in violation of the said policy, GIC Re reserves the right to terminate this Agreement in addition to any other remedies for breach, injunctive relief and indemnity as per this Agreement and the applicable laws.

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

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

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

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

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

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

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

- a. Service Provider's compliance with GIC Re's specific technical designs or instructions;

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

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

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

8. To the extent the Service Provider maintains, at its expense, an insurance policy or policies providing liability insurance with respect to the acts or omissions covered by the Agreement/Indemnity, GIC Re shall be covered by such policy or policies, in accordance with its or

their terms, to the maximum extent of the coverage available there under. The Service Provider shall perform all such actions in order to ensure coverage for GIC Re under such policy during the tenure of this Indemnity.

9. This Indemnity shall be valid for the entire duration of the Agreement and any renewal or extension thereof and further for a period of 6 months thereafter and renewable thereafter whenever a claim as per this Indemnity arises. The Indemnity provisions shall survive any termination or expiration of the Agreement.

10. GIC Re will have the fullest liberty from time to time to enforce or forbear from enforcing any of the terms & conditions of the Agreement and the Service Provider shall not be released from its liability under this Indemnity by the exercise of GIC Re's liberty with reference to the matters aforesaid or by reason of any time being given to the Service Provider or any forbearance, act or omission on GIC Re's part or any indulgence by GIC Re to the Service Provider or by any variations or modifications of the Agreement or any other act, matter or thing whatsoever on GIC Re's part.

11. This Indemnity and the powers and provisions herein contained are in addition to and not by way of limitation or substitution for any other guarantee, indemnities hereto before, given to GIC Re by the Service Provider and this Indemnity does not revoke or limit such indemnities or guarantees.

12. For the purpose of this Indemnity, the words defined in the Agreement but not defined herein shall have the same meaning as defined in the Agreement.

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

Signed and delivered by within named: _____ (SERVICE PROVIDER)

By:

Name:

Title:

Date:

In the presence of:

1.

2.

Annexure X – CODE OF INTEGRITY DECLARATION FORMAT

(On letter head of the Bidder)

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 number **ITMG/RFP/1/2019-20** 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 number **ITMG/RFP/1/2019-20**. I/wehereby 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.

Date:
of the
Bidder with Seal & Stamp.

Signature of Authorized Person

Place:

Name:

Designation:

Address: