

REQUEST FOR PROPOSAL (RFP)
FOR
ANNUAL MAINTENANCE CONTRACT OF
IT HARDWARE ASSETS AND THEIR FACILITY MANAGEMENT FOR
3 YEARS



भारतीय साधारण बीमा निगम

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Contents

SECTION – I: REQUEST FOR PROPOSAL (RFP)	4
1. INTRODUCTION:	4
2. BROAD REQUIREMENTS:	4
3. REGISTRATION OF SERVICE PROVIDERS / VENDORS	4
4. REQUEST FOR PROPOSAL.....	4
5. SCOPE OF WORK	4
6. IMPORTANT DATES:	11
SECTION – II: INSTRUCTIONS / GUIDELINES TO BIDDERS	12
1. BINDING TO ALL TERMS & CONDITIONS	12
2. PRE-QUALIFICATION CRITERIA (PQC)	12
3. METHOD OF BID SUBMISSION	13
4. EARNEST MONEY DEPOSIT (EMD).....	13
5. PREFERENCE TO MICRO AND SMALL ENTERPRISES (MSEs).....	15
SPECIAL CONDITIONS FOR STARTUPS	15
6. OPENING OF PRE-QUALIFICATION CUM TECHNICAL BID	16
7. PROCEDURE FOR PROCESSING THE BIDS.....	16
8. REJECTION OF BIDS	17
9. BID VALIDITY PERIOD	17
10. DEBARMENT FROM BIDDING	17
11. CLARIFICATION OF BIDS AND SHORTFALL INFORMATION/DOCUMENTS ...	17
12. SERVICE LEVEL AGREEMENT (SLA) AND PERFORMANCE BANK GUARANTEE (PBG)	18
13. INTEGRITY PACT	18
14. CODE OF INTEGRITY	18
15. COMPLIANCE WITH INFORMATION SECURITY POLICY.....	19
16. NON-DISCLOSURE AGREEMENT	19
17. DEED OF INDEMNITY.....	19
18. GENERAL TERMS.....	20
19. PRICE	21
20. PAYMENT TERMS	21
21. LIQUIDATED DAMAGES	21

22.	PENALTY	21
23.	TERMINATION OF CONTRACT	21
24.	INTELLECTUAL PROPERTY RIGHTS	21
25.	SUB-CONTRACTING	21
26.	BIDDER'S UNDERSTANDING OF THE RFP	22
27.	GOOD FAITH STATEMENT	22
28.	PUBLICITY	22
29.	SERVICE REQUEST	22
30.	ANTI-FRAUD AND CORRUPTION	22
31.	COMMUNICATION	23
32.	NON – CONFORMITIES BETWEEN FIGURES AND WORDS:	24
33.	NO AGENCY:	24
34.	CONTRACT VARIATIONS	24
35.	GOVERNING LAW AND JURISDICTION	25
36.	DISPUTE RESOLUTIONS & ARBITRATION	25
37.	NO LEGAL RELATIONSHIP	26
38.	RIGHT TO AUDIT	26
39.	ADHERENCE TO STATUTORY OBLIGATIONS/COMPLIANCE WITH LAWS	26
40.	CANCELLATION OF TENDER PROCESS	26
41.	VERIFICATION OF DOCUMENTS	26
	ANNEXURE – I	27
	ANNEXURE - II	28
	ANNEXURE- III	29
	ANNEXURE-IV	31
	ANNEXURE-V	33
	ANNEXURE - VI	35
	ANNEXURE-VII	36
	ANNEXURE-VIII	56
	ANNEXURE-IX	58
	ANNEXURE-X	64
	ANNEXURE-XI	68

SECTION – I: REQUEST FOR PROPOSAL (RFP)

RFP for Annual Maintenance Contract (AMC) of IT Hardware Assets and their Facility Management (FM) for 3 years

1. INTRODUCTION:

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

2. BROAD REQUIREMENTS:

GIC Re invites tenders through e-procurement portal <https://gicre.eproc.in> for Annual Maintenance Contract (AMC) of IT hardware assets and their Facility Management (FM) with onsite support for 3 years.

3. REGISTRATION OF SERVICE PROVIDERS / VENDORS

Besides selecting a service provider/vendor for the above said requirements, a panel of eligible and capable bidders will also be created by shortlisting them based on the prequalification and technical criteria in this exercise. The service provider/vendor so selected will be part of a list of ‘Registered Service Providers / Vendors’ for providing AMC of IT hardware assets and their FM with onsite support to GIC Re. This list will be valid for a period of three years from the date of its publication on the GIC Re website. GIC Re may directly approach the Registered Service Providers / Vendors for price bids to carry out some specific projects. Registered Service Providers / Vendors thereafter may respond with price bids. Selection for these projects will be based on the price bids received.

4. REQUEST FOR PROPOSAL

This RFP (non-transferable) covering eligibility requirements, technical specifications, terms & conditions and other relevant information/data or documents required may be obtained by interested and eligible prospective bidders by downloading from the GIC Re website i.e. <https://www.gicofindia.com> and CPPP Portal from 11.12.2020 to 04.01.2021.

5. SCOPE OF WORK

Scope of work of AMC OF IT Hardware Assets and their Facility Management (FM) includes the following but is not restricted to:-

5.1 Details of Work Involved:

Comprehensive list of IT Hardware Assets is given in ANNEXURE-V. The total number of items shown in ANNEXURE-V may vary i.e. it may increase /decrease during the period of contract. The actual cost of AMC will be based on actual number of items brought under AMC. It is expected that during the contract period, some equipment will be included/excluded for maintenance and repair services of AMC. The payment for such equipment would be done on pro-rata basis.

Scope of supportive FM includes the following, but is not limited to:-

5.2 System Administration and Maintenance:

The selected bidder should provide support, including but not limited to troubleshooting, problem resolution, maintenance, enhancement, and support pack, enhancement pack upgrade services for the Laptops, Desktops, Servers, Network Switches, Firewalls.

- Operating Systems:
 - Windows 7/8/10 (all versions/Service Packs)
 - Linux
 - Windows Server 2003/08/12/16 (all versions/Service Packs)
- Applications:
 - MS Office Suite (All versions)
 - Office 365
 - SAP GUI
 - Other applicable software
- Hardware Support:
 - Issue Resolution
 - Updates
 - Upgrades
 - Relocation
 - Asset identification, numbering
 - phase-in, phase-out, etc.
 - Inventory stock check, etc.
 - Repair in case of hardware failure, breakages, etc.
 - In case the hardware is beyond repair or taking more than 2 hours' time to repair, it should be replaced with new hardware which would act as standby until the original hardware is repaired, reinstalled, reconfigured and recommissioned. The new standby hardware provided should be of equivalent or of better configuration than the affected hardware taken for repair.

Help Desk – Calls management, Call Recording, Calls Escalations and monitoring action taken.

The selected bidder should provide comprehensive support for the following:-

Supporting Server OS (Windows 2008, Windows 2003, MS Office 2010/2013/Linux) & Desktop OS (Windows 7, Windows 8 and Windows 10):

- ❖ User Management – create user accounts, assigning access rights, authorization for files and folders, etc.
- ❖ Device Management – Re-configure (when needed) and manage devices / peripherals, rearrange/regroup resources according to user needs, etc.
- ❖ Disk Management – Manage Disk space, mirroring, disk partitions, data backups(local), etc.
- ❖ Trouble shooting of problems related to Operating System viz. process/terminal hanging, spool jobs stuck in the queue, etc.
- ❖ Disaster recovery in case of crashes- Keeping contingency plan ready in case of failure of existing systems, etc.
- ❖ Reinstallation of OS as per requirement
- ❖ Clients' connectivity, resource sharing, etc.
- ❖ Creation and updating of emergency repair disk.
- ❖ Loading of upgrades service packs

- ❖ Patch Management for all windows, PCs & Servers
- ❖ Supporting desktop OS and office automation software
- ❖ Installing any software on server and clients
- ❖ Desktop usage monitoring
- ❖ User training on common problems
- ❖ Performance tuning and monitoring
- ❖ Solve any software related problem on server and clients
- ❖ Documentation of server configuration
- ❖ Calls management
- ❖ Calls Escalations and monitoring

Backup/Restore and Media Management

- ❖ Standard configuration scripts to be written and to take their backup as per requirement
- ❖ Provide local IT support while conduction of DC/DR drills whenever required.

Network Management:

- ❖ Maintain and manage network infrastructure.
- ❖ Resolving network connectivity problems.
- ❖ Network Maintenance issues such as connection, login, printing, change user id etc.
- ❖ Managing/scheduling of network traffic
- ❖ Router/ Switches configuration & management
- ❖ Weekly reporting of network utilization / bandwidth

Application Server Management:

- ❖ Server security and administration
- ❖ Performance monitoring and tuning
- ❖ Updating standby server as required
- ❖ Loading of new software and new patches as and when required
- ❖ Disk usage monitoring capacity/Redundancy planning
- ❖ Loading clients software on user PC for the Legacy applications
- ❖ Disaster recovery in case of crashes. Keeping contingency plan ready in case of failure of existing systems.
- ❖ Backup management

Mail / Internet Connectivity Management:

- ❖ Email administration (outlook and O365)
- ❖ Install, configure and test email/proxy server
- ❖ Install, configure, Update & test email/internet connectivity software
- ❖ Troubleshoot and rectify all email/internet connectivity related problems
- ❖ Create, modify and delete email/internet connectivity login accounts as and when required and if the need arises, re-design a suitable email/internet connectivity network
- ❖ Inter-connectivity with other applications, security requirements, gateway requirements, fault tolerance requirements
- ❖ Schedule emails data backups according to defined plan. Also verify the health of the data on backup media regularly.
- ❖ Block spams, access to internet sites as required
- ❖ Liaison with software vendor/Interaction with support vendor to resolve problems
- ❖ Email administration.

Antivirus Management:

- ❖ Installing of Antivirus software
- ❖ Clean the network from virus, initial exercise of disconnecting all the computers from network and cleaning, in the minimum possible time
- ❖ Updating the anti-virus package at a regular interval, as and when the updates are released
- ❖ Training users how to use the anti-virus package and how to avoid the virus coming to the system
- ❖ Scheduled virus check
- ❖ Managing the Anti-Virus Server
- ❖ Ensure virus free environment at all times
- ❖ IWSS/Proxy Server Management / Maintenance

SAP Application

- ❖ Installation of SAP GUI
- ❖ Managing SAP user issues

Active directory

- ❖ Installation, repairing and patch management
- ❖ Policy enforcement
- ❖ Antivirus updation
- ❖ Synchronization management with related infrastructure (outlook & O365 related applications)
- ❖ Credential Synchronizations
- ❖ User management/ OU Management
- ❖ USB access, authentication, documentation and reporting.
- ❖ Active Directory change management, Documentation & report generation on daily, weekly and on monthly basis.
- ❖ Domain Migration activity Monitoring and support

Video Conference

- ❖ Connection setup on call (VC room, on demand video call, skype, etc. or related VC applications)
- ❖ Follow up with users & host site
- ❖ Maintenance of software & hardware including projector

Co-Ordination

- ❖ Co-Ordination with Data Center (DC) Service Provider on various issues with Network/Application connectivity
- ❖ Co-ordination for application installation and updation
- ❖ Co-ordinate with user on call-log, follow up for issue resolution and report generation.

5.3 Obligations of Service Provider:

- a) The Service Provider shall provide the following services to keep the equipment in good working condition:
 - Preventive maintenance which includes checking for updates for OS and antivirus, cleaning (by using blower / vacuum cleaner machine), adjusting, inspecting, testing, procedures designed to ensure proper operation, reduce product failure and/or extend useful product life. Report of preventive maintenance should be handed over to the concerned officer in ITMG Department of GIC Re every quarter before releasing of payment on quarterly basis.
 - Unscheduled on-call corrective and remedial maintenance service to set right the malfunctions of the systems. This includes replacement of faulty / unserviceable parts.

- b) The system maintenance does not include the cost of consumables like Ribbons, Cartridge tapes, Floppy diskettes, Line Printer band, Hammer Module, laptop batteries, sprockets.
- c) The Service Provider shall attend to calls reporting error / faults on the same day of lodging of a complaint and get any error or fault corrected within two working days. For this purpose, calls received after 5.00 P.M. shall be considered as received during next working day.
- d) The Service Provider shall not sub-contract or permit any third party other than the Service Provider's personnel to perform any of the work, services or their performance required of the Service Provider under this Agreement without the prior written consent of GIC Re.
- e) The Service Provider shall be equipped with necessary software by which calls made for fault reporting and action taken on them are recorded. This software should capture and preserve details as given below. It should also generate reports weekly with the same details which should be handed over to the concerned officer in ITMG Department of GIC Re.

A	Call ID
B	USER NAME/MAIL ID
C	EXTENSION
D	ENGINEER NAME
E	CALL LOG DATE
F	PROBLEM TYPE
G	CLOSED DATE
H	STATUS
I	RESOLUTION
J	CATEGORY

- f) Exception reports have to be prepared and handed over to the concerned officer in ITMG Department of GIC Re in respect of calls, which were pending for more than two days.
- g) If any faulty / defective / damaged peripheral or part is not covered under the agreement the same should be brought to the notice of the concerned officer in ITMG Department of GIC Re.
- h) It is the responsibility of the /service provider to provide standby systems of equivalent make / model / configuration where systems are taken for repairs etc. If there is difference in the make / model supplied as standby (in case of printer), it would be the responsibility of the Service Provider to supply consumables like toner, cartridge, etc. for peripherals supplied as standby.
- i) It is responsibility of the /Service Provider to attend the calls at addresses mentioned in **ANNEXURE-I** at their own cost. To attend these calls service provider may have to depute extra engineer.
- j) The Service Provider has to repair / replace Teflon, Power chips and any plastic accessories of printers.
- k) GIC Re may at any time provide suggestions for improving service to the engineers to which they have to accept.
- l) Minimum of 4 (Four) resident engineers have to be provided by the Service Provider at the site at all times. These engineers should be permanent employees of Service Provider's organization and not from any franchisee of the Service Provider. Necessary proofs of the same shall be produced by the Service Provider at the beginning of the agreement. Out of the 4 engineers one should be Microsoft Certified, and the others should be network engineer, with at least 3 years' experience in supporting similar setup. Thorough knowledge of Windows XP Professional, MS Office 2003 / 2007 / 2010/2016 and Windows 2003 / 2008 Server / Linux is absolutely necessary. These engineers shall not be assigned any other job than that of GIC Re during the contract period. It is mandatory to submit CV (curriculum vitae) of resident engineers proposed to be posted at GIC Re's premises before signing of agreement.

- m) The Service provider shall not change / replace the professional staff / personnel during the course of the contract. If replacement is inevitable, the same shall be with a person of equivalent or better qualification / experience and with prior notice and approval of GIC Re.
- n) The profiles of engineers shall be as per details submitted along with the tender document.
- o) The Service Provider has to maintain the minimum spares from time to time at GIC Re.
- p) In respect of new systems purchased and in use and currently covered under manufactures warranty period AMC shall be paid for the same in a pro-rata basis from the date on which it comes out of warranty.
- q) In case of any systems, which are under AMC are taken out of AMC, the pro-rata AMC charges will be reduced from the AMC amount.
- r) Replacement parts shall be new. The defective parts will become property of service provider excluding Hard Disks or any other media device.
- s) Conveyance charges for transportation of the computers and accessories for repairs safely to and fro the workshop will have to be borne by the service provider.
- t) Conveyance charges for attending to calls at residence of officials will have to be borne by the service provider. (Maximum 20 calls in a month in any of the locations mentioned in **ANNEXURE-I**. Transport charges for calls beyond 20 will be reimbursed by GIC Re in the quarterly payment to the bidder).
- u) The cabinet of computers and accessories should be cleared of dust etc. by using of blower/vacuum cleaner machine and will be kept in good condition.
- v) If service provider or their employee shall damage or destroy any computer and accessories, cable etc. the service provider shall make good the damage at their expenses or in default GIC Re shall be entitled to deduct the expenses from any sums that may be due, or at any time thereafter become due to the service provider under the contract or otherwise.
- w) GIC Re expects the service provider to provide proactive support in all IT related areas. It will be the responsibility of the service provider to foresee the areas not covered in the contract and suggest appropriate action by GIC Re.

5.4 Obligations of GIC Re:

- 1) GIC Re will pay the yearly maintenance charge as per the purchase order on quarterly basis subject to satisfactory service as per contract.
- 2) GIC Re will provide licensed copies of all software.
- 3) GIC would intimate to the Service providers/, if any additional attachments, features or devices were to be directly or indirectly connected to the equipment.
- 4) GIC Re would keep the systems and media and the site adequately insured against risk such as fire, flood, etc.
- 5) GIC Re reserves the right to withhold the maintenance payment for that quarter, if the service is not satisfactory.

5.5 Enhancement / Upgradation of Equipment:

GIC Re shall have the right to make changes and attachments to the equipment provided, such changes or attachments shall not prevent proper maintenance from being performed or unreasonably increase the Service Provider's cost of performing repairs and maintenance services. Wherever any changes or enhancement in equipment results in an adjustment of maintenance charges, the same shall be payable from the date of installation of the additional feature/ enhancements.

Individual items of equipment, and repairs and maintenance service charges for such equipment, may be added to or withdrawn from **ANNEXURE-V** by mutual and written consent of both parties, provided always that such consent is not unreasonably withheld. In the event that individual items of equipment are added to **ANNEXURE-V**, it may involve additional maintenance charges. In the

event that individual items are withdrawn from **ANNEXURE-V**, as described herein, then any amount prepaid on such equipment shall be held to the credit of GIC Re's account.

5.6 Working Hours:

The maintenance service shall be rendered ordinarily on all working days from 9:30 AM to 6:30 PM. Such service shall also be provided on holidays and extended working hours depending on GIC Re's requirement to keep the equipment in good working condition and order. Due to pandemic situation, currently GIC has flexible office time from 07:30 AM to 07:30 PM as per government guidelines of Covid-19. Hence, the service provider is expected to provide support in a way to suit GIC's flexible office time.

5.7 Replacement of Parts:

The Service Provider shall replace any part of the hardware on failure with hardware parts having equivalent or better functional capabilities. The replacement of hardware, however, subject to GIC Re approval, shall be of the same configuration as the equipment being replaced or higher. No repaired or refurbished hardware would be accepted.

Parts required for the maintenance of the equipment and/or correction of faults will be supplied at no extra cost to GIC Re. Parts removed from the system belong to Service Provider Except for HDD and/or any other media capable of storing data. However, GIC Re can retain the new/removed/repared parts and use at its own sole discretion to maintain the equipment subject to the payment of its value to Service Provider.

5.8 Relocation of Systems:

During the maintenance agreement in force, GIC Re may relocate the system and keep the Service Provider informed. In case of relocation of equipment's, transport and other incidental charges would be borne by GIC Re. If the systems are reallocated to a center where the Service Provider has a service center, support should be supplied from that service center.

5.9 Deduction of AMC Charges:

If the Service Provider does not attend to each call and rectify the same and get the system in proper working condition within the time specified in the agreement, GIC Re will deduct as per **Penalty Clause** of the **Section-II**.

However, if the Service Provider gives an equivalent/ better standby system/ peripheral for systems where rectification of the fault is delayed beyond the time specified, no deduction will be made.

If the system / peripheral taken for repairs is not returned in working condition within a month, then the market price of replacement value of the system / peripheral would be retained from the AMC charges for the Quarter till the system / peripheral is re-delivered to GIC Re.

5.10 Exclusions:

The above maintenance/scope of work does not include:

- a) Electrical work external to the equipment or maintenance of accessories, attachments, machines or other devices not covered under the Agreement.
- b) Furnishing, platens, accessories, painting or refinishing the machines or furnishing the material thereof, making specific changes.
- c) Working due to alterations in the equipment by persons other than the Service Provider's personnel.

6. IMPORTANT DATES:

Event / Activity	Date / Time
Release of Request for Proposal (RFP)	11 DECEMBER 2020
Last Date and Time for receipt of Queries/request for clarification from Bidders through e-mail*	18 DECEMBER 2020, 05:00 PM
Last Date and Time for Submission of e-Tender Bids	4 JANUARY 2021, 3:00 PM
Opening of Prequalification cum Technical e-Tender Bids	4 JANUARY 2021, 3:30 PM
Opening of Commercial e-Tender Bids	(To be intimated to the Qualified Bidders at a later date)

* Queries, if any, are to be forwarded to **itmg@gicofindia.com** with subject as “**E-Tender for AMC of IT Hardware Assets and their FM for 3 years**”. Clarifications to the queries will be uploaded on GIC Re website: **www.gicofindia.com** after last date of receipt of queries. No queries will be accepted on telephone or through any means other than e-mail.

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 (PQC)

It is mandatory for all the bidders desirous of applying for this e-Tender/RFP to ensure that they are fulfilling the PQC specified herein:-

1. The bidder should be a company incorporated under the Indian Companies Act 1956 or the Indian Companies Act 2013. The Bidder should submit a copy of Certificate of Incorporation.
2. The bidder should have an annual turnover of at least ₹15 crores in each of the last three financial years i.e. FY 2019-20, 2018-19 and 2017-18. The bidder should have been making profits for the last three financial years i.e. FY 2019-20, 2018-19, 2017-18. The bidder should submit audited financial statements or certificate from auditors for the last three financial years i.e. FY 2019-20, 2018-19 and 2017-18.
3. Bidder must have provided AMC & FM support (for software management of Windows based client systems, and in configuration and management of network switches, firewalls etc.) worth ₹25 lakh per annum or 500 Desktop Computers in operation to a single organization during one of the past three financial years. A copy of Purchase Order to be attached. Bidder should provide such organization's references, including the name and telephone number of a contact person.
4. The bidder should have a fully functional service center/ office in Mumbai employing at least 25 engineers on its pay-roll. The bidder should provide total headcount of the company on the official letter-head of the company.
5. The bidder should mandatorily provide support at GIC Re's offices located at Mumbai, New Delhi, Chennai and Ahmedabad. The bidder should submit an undertaking on the official letter-head of the company to provide support to GIC Re's offices located at Mumbai, New Delhi, Chennai and Ahmedabad.
6. The qualification of engineers should be minimum 3 years diploma in engineering or 4 years graduate degree in engineering (with specialization in Information Technology or Electronics and Telecommunication or Electronics and Communication or Computer Science). The engineers must have knowledge in hardware, networking, security and Windows / Linux / UNIX administration and facility management. The bidder should submit relevant certificates/resume/CVs of its engineers.
7. The bidder should have not been blacklisted by any department or undertaking of the Government of India or any state government or any Indian PSU/Corporation. The bidder should submit an undertaking (as per **Annexure*** of the e-tender document) on the official letter-head of the company.

8. The bidder should mandatorily quote for AMC and FM for all the items mentioned in the e-tender document. The bidder should submit a self-declaration in this regard on the official letter-head of the company.
9. The bidder is required to enter into an Integrity Pact agreement with GIC Re on a non-judicial stamp paper worth minimum ₹100/-. The bidder should submit Integrity Pact Agreement signed by the authorized representative of the bidder with office seal. The Agreement will be counter-signed for and on behalf of GIC Re after opening of the pre-qualification cum technical bids of the e-tender.

Note:

- The documents as listed above should be of the same Bidder.
- On request, original documents should be produced failing which the bid is liable for rejection.
- GIC Re will evaluate the documents submitted to decide if the Bidder pre-qualifies. Mere submission of documents will not pre-qualify a bidder.
- The bidder should upload above documents online as per **ANNEXURE-IV**.
- The successful bidder is required to sign all the agreements such as Reciprocal Non Disclosure Agreement (NDA), Service Level Agreement (SLA), Deed of Indemnity (DOI), Performance Bank Guarantee (PBG), Code of Integrity (COI), etc.

***Annexure-II**

Bids which do not pre-qualify based on the above criteria will be summarily rejected.

3. METHOD OF BID SUBMISSION

The Bidders are required to submit their respective Bids as per the instructions given in **ANNEXURE-III**.

- 3.1 All Bids are to be submitted online on the website <https://gicre.eproc.in> as e-tenders (herein referred to as bids/e-tenders). No Bid shall be accepted off-line. The bids shall be received only “online” on or before the scheduled date and time of bid submission.
- 3.2. The bids received after the specified date & time for receipt of bids shall not be considered.
- 3.3. Pre-Qualification Criteria (PQC) cum Technical Bid is to be uploaded online as per **ANNEXURE-IV**. Further, on request original documents should be produced failing which the bid/ e-tender is liable for rejection.
- 3.4 Commercial bid in the format as per **ANNEXURE-V** is to be submitted online.
- 3.5 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.
- 3.6 In the e-tender system, after uploading the bid, the bidder need not send any documents (hard copy) to the tender inviting authority before opening of technical bid/price bid. If required, after opening of bids, the authenticity of the uploaded documents would be verified by the tender inviting authority. As such on request original documents should be produced failing which the bid/ e-tender is liable for rejection.
- 3.7 The cost associated in preparing the bids including any travel required related to this e-Tender shall be borne by bidders.

4. EARNEST MONEY DEPOSIT (EMD)

- All the bidders who are not eligible for EMD waiver should submit non-interest bearing EMD amount of **₹1,25,000/- (Rupees One Lakh and Twenty Five Thousands only)**.

- The Bidder must deposit Earnest Money Deposit in the form of the RTGS /NEFT into the account of “General Insurance Corporation of India” as per details given below:-

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

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

4.1 Forfeiture of EMD

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

- If the bidder withdraws the bid after acceptance by GIC Re; or
- If the bidder withdraws the bid before the expiry of the Bid validity period; or
- If the bidder violates any of the provisions of the terms and conditions of the Bid.
- 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 provisions, terms and conditions of this RFP.

4.2 Refund of EMD

- EMD of the successful bidder shall be refunded after execution of Service Level Agreement (SLA), Reciprocal Non-Disclosure Agreement (NDA), Deed of Indemnity (DOI), Integrity Pact (IP), Performance Bank Guarantee (PBG) and/or such other document(s) as requested by GIC Re.
- In case of unsuccessful bidders, EMD would be refunded after final selection of bidder.
- Refund of EMD in respect of unsuccessful bidder 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 deposit (EMD) 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) percent by bringing down their price to L1 price.
5. A purchase preference of 4% (i.e. 20% of the amount specified in sub-clause 5 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.

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.

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.
3. Startups shall be given relaxation of 3 crores as far as prior turnover is concerned.
4. Startups shall be given relaxation of 1 year as far as prior experience is concerned.

Since, the nature of this procurement is such that the order cannot be split. Hence, the whole order will be awarded to a single bidder only.

6. OPENING OF PRE-QUALIFICATION CUM TECHNICAL BID

Bidder should follow the server time being displayed on the bidder's dashboard at the top of the e-procurement portal, 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 (address as mentioned in the covering page of this tender document) in the presence of those bidders who have submitted their bids and wish to remain present. The bidders are required to send their authorized representative(s) who is/are vested with powers to take decision. The authorized representative should bring a letter on the official letterhead of the bidder authorizing him/her to attend the bid-opening along with ID card duly issued by the bidder. Without this letter, he/she may not be allowed to attend the bid-opening meeting.

After evaluation of bids, 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.

7. PROCEDURE FOR PROCESSING THE BIDS

- a) Documents containing Pre-Qualification cum Technical bids would be opened on the specified date and time.
- b) The documents submitted by the bidders would be evaluated by the Technical Sub Committee of GIC Re.
- c) The bidders would be short listed based on meeting pre-qualification and technical criteria.
- d) Commercial bids (format given in **ANNEXURE-V**) would be opened of only for those bidders who have been short-listed. The authorized Signatory of shortlisted bidders who wish to remain present for financial bid opening should bring a letter on bidder's letterhead authorizing him to attend the Financial bid opening. The time, place and the date would be intimated to the shortlisted bidders at a later date.
- e) 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.
- f) After the commercial bids are opened, the lowest commercial bid (L1) would be identified as the successful bidder.

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

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

g) Any efforts made by the bidder to influence GIC Re in the evaluation/contract award decision, may result in the rejection of the bid. This procedure is subject to changes and the procedure adopted by GIC Re for opening the bids shall be final and binding on all the Bidders.

h) In case of any wrong calculations or mathematical errors, if the bid opening committee suggests corrections and the bidder does not accept it, the bid shall be rejected.

i) Bids received after the specified date and time of receipt, shall not be considered.

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

8. 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. Bidders shall not be permitted to alter or modify their bids after expiry of the deadline for receipt of bids.
- b) If it is not accompanied by the requisite EMD payment or MSME certificate.
- 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, as required in terms of this RFP
- f) Any quotation or billing linked to GIC Re's assets and/or revenue will disqualify the bidder.
- g) If there is canvassing/lobbying/influence/query regarding short listing, status etc. of any kind

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

9. BID VALIDITY PERIOD

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

10. 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.

11. 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.

12. SERVICE LEVEL AGREEMENT (SLA) AND PERFORMANCE BANK GUARANTEE (PBG)

The successful bidder shall enter into a detailed Service Level Agreement (SLA) with GIC Re as per draft given in ANNEXURE-VII 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 SLA before the same is signed.

The successful Bidder shall at its own expense provide a Performance Bank Guarantee (PBG) to GIC Re at the rate of 10% of the total Commercial bid value for performance guarantee within 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-VIII. 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.

13. INTEGRITY PACT

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

1. Dr. Atanu Purkayastha
2. Mr. Umakant Lal

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 signed by the authorized representative of bidder with office seal. The Integrity Pact will be counter-signed for and on behalf of GIC Re after opening of the Pre-Qualification cum Technical bids.

14. 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, debarring 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-XI**.

15. 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.

16. NON-DISCLOSURE AGREEMENT

The successful bidder shall sign reciprocal Non-Disclosure Agreement (NDA) as per **ANNEXURE-IX** 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 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.

17. DEED OF INDEMNITY

The successful bidder shall execute and furnish to GIC Re a Deed of Indemnity as per **ANNEXURE-X**.

18. GENERAL TERMS

- a. The contract shall be in force for a period of 3 years from the date of execution of the SLA of this RFP. However, the contract can be extended further as mutually decided by GIC and the selected bidder.
- b. If at any point of time, the services of 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 its own employee/engineers to perform any service or other activities required by GIC Re without the written consent of GIC Re.
- d. The Bids and all supporting documents submitted by the bidder as part of the RFP response shall become the property of GIC Re.
- e. Correct technical information of the product (scope) 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 RFP document, if any, would be hosted on official website of GIC and Central Public Procurement Portal (CPPP).
- g. GIC Re reserves the right to: -
 - Revise the inventory of equipment’s or licenses during the contract period without change in the per unit rates quoted by the bidder.
 - Add, modify, relax or waive any of the conditions stipulated in this RFP document whenever deemed necessary.
 - Increase or decrease the quantities at the time of placing the order without change in the rates quoted by the bidder.
- 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-procurement portal.
- k. 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.
- l. In case of any technical assistance on bid preparation/submission, login, registration, etc., kindly contact the following team: -

HELPDESK NUMBERS ARE OPEN BETWEEN 1000 HRS to 1800 HRS IST		
(MONDAY TO FRIDAY (Exclusions: GIC Re HOLIDAYS))		
Contact Nos. and email IDs for helpdesk officers		
Dedicated email	gicresupport@c1india.com (Please email your issues before you call helpdesk).	
Global support number	+91-22-66865600	
Dedicated helpdesk for GIC Re Suppliers		
Name	Email	Phone Numbers
Ujwala Shimpi	ujwala.shimpi@c1india.com	+91-124-4302000 Ext: 114
Saranraj Naicker	saranraj.naicker@c1india.com	+91-124-4302000 Ext: 110
Escalation Level		
Fairlin Jivin	fairlin.jivin@c1india.com	+91-124-4302000 Ext: 112
Steven Crasto	steven.crao@c1india.com	

m. 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 7115, E-mail: itmg@gicofindia.com**

19. PRICE

- a) Price quoted shall be in Indian Rupees (INR) only.
- b) The price quoted by the bidder should be inclusive of all expenses, duties, levies, out of pocket expenses, etc. Goods & Services Tax (GST) as applicable will be paid. GIC Re would be entitled to deduct TDS as applicable while making payments according to the Indian Taxation rules.
- c) There shall be no escalation in the prices once the prices are fixed and agreed to by GIC Re and the successful bidder.

20. PAYMENT TERMS

Payment will be processed at the end of each quarter by means of submission of bills after deduction of charges / Liquidated damages (if any) mentioned in the agreement (SLA).

21. LIQUIDATED DAMAGES

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

22. PENALTY

The penalties of any non-compliance under the RFP and the Contract are defined under Section 23 of the SLA. The ongoing performance and service levels of the Bidder will be measured as per parameters defined in Section 23 of the SLA of the RFP.

23. 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.

24. INTELLECTUAL PROPERTY RIGHTS

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

25. SUB-CONTRACTING

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

26. BIDDER'S UNDERSTANDING OF THE RFP

In responding to this RFP, the bidder accepts the full responsibility to understand the RFP in its entirety, and in detail, including making any inquiries to GIC Re as necessary to gain such understanding. Bidder accepts sole responsibility with regards 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.

27. GOOD FAITH STATEMENT

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

28. PUBLICITY

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

29. SERVICE REQUEST

The successful bidder should ensure that the services are delivered on time. The successful bidder should try to keep the response time as low as possible. The communication of service requests would be done through e-mails, Telephonic, verbal, etc.

30. ANTI-FRAUD AND CORRUPTION

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

Definitions:

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

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

(ii) "Fraudulent Practice" means the following:

a. a misrepresentation or omission of facts or submission of fake or forged documents in order to influence any component of the Contract Cycle;

b. an intentional act of commission or omission designed to deceive, resulting in GIC Re suffering a loss and/or the perpetrator achieving a gain.

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

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

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

Measures to be taken by the GIC Re:

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

Measures to be taken by the Bidders:

- a. The bidder shall during the entire Contract cycle, comply with the provisions of the Anti-Fraud Policy of GIC Re and not commit any Misdemeanor.
- b. The bidder shall procure the compliance with the above obligations (as mentioned in a.) from its associated persons, officers, employees, agents, subcontractors or independent contractors as may be used for the fulfilment of its obligations under this RFP and the ensuing SLA during the entire Contract cycle.
- c. The bidder undertakes that the bidder shall be responsible to GIC Re for the Misdemeanours and non-compliance of the Anti-Fraud Policy committed by the above named persons during the entire Contract cycle.
- d. If the bidder gains knowledge of any conduct by any of its associated persons, officers, employees, agents, subcontractors or independent contractors which constitutes a Misdemeanor or non-compliance of the Anti-Fraud Policy, or if it has reasonable suspicion of the existence of such conduct, it shall immediately inform GIC Re of such knowledge and if requested by GIC Re, provide information it may reasonably require regarding such conduct.

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: 022-22867124/115.

Queries shall include, but are not limited to:

- Questions concerning this RFP: Questions must be submitted in writing to the email address provided and be received before the last date for receipt of queries from bidders as mentioned in Section I under important dates.
- Errors and omissions in this RFP and enhancements: Bidders shall bring to notice of GIC Re any discrepancies, errors, or omissions that may exist within this RFP. With respect to this RFP, bidders can recommend to GIC Re any enhancements that might be in the best interest of GIC Re. These recommendations must be submitted via e-mail and be received before the last date for receipt of queries 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>.
- No other means other than email received on the above ID shall be considered for receipt of queries/request for clarification.

32. 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;
- 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.

33. NO AGENCY:

The relationship between the Parties shall be that of independent contractor and contractee. Nothing in this RFP constitutes any fiduciary relationship between GIC Re and the selected bidder / the selected bidder's Team or any relationship of employer employee, principal and agent, or partnership or joint ventures, between GIC Re and the selected bidder.

Neither Party shall have any right or authority either express or implied to bind the other Party in any manner whatsoever except as agreed under the terms of any ensuing Agreement or to assume or create any obligation or responsibility on behalf of the other.

GIC Re has no obligations to the selected bidder or the selected bidder's Team except as stated in this RFP.

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.

34. CONTRACT VARIATIONS

The selected bidder agrees that the requirements given in the RFP's Scope of Work 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 ensuing 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.

35. 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.

36. DISPUTE RESOLUTIONS & ARBITRATION

- 1.1 Where the selected bidder is a Public Sector Undertaking of the Government of India.
 - 1.1.1 In case of any dispute or difference arising out of 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 amicably by mutual consultation or through good offices of empowered agencies of the Government of India.
 - 1.1.2 In case the dispute cannot be resolved in the manner stated above, such disputes 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.
- 1.2 Where the selected bidder is not a Public Sector Undertaking of the Government of India.
 - 1.2.1 In case of any dispute arising out of 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 amicably by mutual consultation.
 - 1.2.2 In case the dispute cannot be resolved in the manner stated above, such dispute 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.

- 1.2.3 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.
- 1.2.4 The award of the arbitral tribunal shall be final and binding on the parties hereto.
- 1.3 It is a condition precedent to any right of action or suit upon this Policy that an arbitral award shall be first obtained.
- 1.4 In the event that these arbitration provisions shall be held to be invalid then all such disputes shall be referred to the exclusive jurisdiction of the courts at Mumbai.

37. NO LEGAL RELATIONSHIP

No binding legal relationship shall exist between any of the bidders and the GIC Re until the execution of a Service Level Agreement.

38. RIGHT TO AUDIT

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

39. ADHERENCE TO STATUTORY OBLIGATIONS/COMPLIANCE WITH LAWS

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

40. CANCELLATION OF TENDER PROCESS

GIC Re reserves the right to reject any bid at its sole discretion at any stage without assigning any reason. GIC Re further 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. The GIC Re further reserves the right to re-issue or re-commence the entire bid process without the applicants having the right to object. Any decision of the GIC Re in this regard shall be final, conclusive and binding on the Bidders.

41. VERIFICATION OF DOCUMENTS

Documents and/or reports submitted by the successful bidder shall be verified as per Standard Operating Procedure (hereinafter referred to as 'SOP') dated 02-02-2016. Notwithstanding anything contained anywhere in this RFP or the ensuing Agreement, non-compliance as per SOP norms will result in termination of contract or imposition of appropriate liquidated damages for any penalties imposed on / damages suffered by GIC Re, either pecuniary or otherwise. The said SOP can be downloaded from the website of GIC Re.

ANNEXURE – I

LOCATIONS OF BRANCHES

GIC Re's Office Addresses: -

Sr. No.	Location	ADDRESS	Contact Number
1	Mumbai Head Office	General Insurance Corporation of India, Suraksha",170, Jamshedji Tata Road, Churchgate, Mumbai - 400 020	+91 22 2286 7000
2	GIC Re Oriental House	General Insurance Corporation of India,1st Floor, Oriental House 7, Jamshedji Tata Road, Churchgate, Mumbai – 400020	+91 22 2282 7600
4	Delhi Liaison Office	Jeevan Tara Building, 5, Parliament Street, New Delhi-110 001	+91 11 23340476
5	GIFT City Office	GIC GIFT City IIO Unit 305, 3rd floor, Signature Tower Hiranandani,13B, Block 13, Zone 1, Road 1C, GIFT SEZ, Gandhinagar – 382 355 Gujarat	+91 79 6674 0050
6	Chennai Liaison Office	2nd Floor, South India Co-op. Building, 38, Anna Salai, Chennai 600002	+91 44 2859 1069

RESIDENTIAL LOCATIONS OF SR. EXECUTIVES / OFFICERS AT MUMBAI*

Sr. No.	Locations
1	Andheri
2	Borivali
3	Bandra
4	Bhayander
5	Colaba
6	Kurla
7	Dadar
8	Mumbai Central
9	Malad
10	Thane
11	Grant Road
12	Kandivali

* Please note that the above locations are not exhaustive and GIC may allot any IT hardware equipment to its eligible officers on need basis who may be residing in any area of Mumbai. In the current pandemic condition, GIC has provided option of **Work From Home** to the employees due to which the office desktops, laptops, printers, etc. have been provided at their residence situated all over Mumbai. As on date, around 200 desktop computers have been provided to the employees at their residence.

Note:- Interested bidders can inspect the existing hardware systems on any working day between **2:30 PM and 05:00 PM till 18 DECEMBER 2020** at the above-mentioned addresses.

UNDERTAKING BY BIDDER

(To be submitted on the official letter-head of the company)

To
General Insurance Corporation of India,
Suraksha, 170, J. Tata Road,
Churchgate, Mumbai – 400 020
Maharashtra (India)

Sub:- RFP for Annual Maintenance Contract (AMC) of IT Hardware Assets and their Facility Management (FM) for 3 years.

Dear Sir,

I/We hereby undertake the following:-

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

Dated:

Name and Signature of the authorized representative:

Office Seal:

E-TENDER PROCESS

1. Service Provider/ 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 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 Service Provider:

- i. For preparation of bid Bidders shall search the RFP from published RFP list available on web site and download the complete e-tender document and should take into account corrigendum(s) if any published before submitting their bids.
- ii. Any clarifications, if required, may be obtained through the contact details given under General Terms - Section II point 18 (1).
- iii. Bidders should keep the bid documents ready in advance that are needed to be submitted as indicated in the RFP document in PDF format only.
- iv. Bidder shall go through the e-tender carefully to understand the documents required to be submitted as part of the bid. Any deviation from the terms and conditions of the e-tender may lead to rejection of the bid.

3. Submission of Bids by Registered Service Provider:

- 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 last date and time of bid submission.
- ii. Bidder should deposit the EMD as per the instructions specified in the RFP on or before the last date & time mentioned in the RFP document, otherwise the uploaded bid will be rejected. The bidders claiming exemption as a NSIC/MSME registered unit shall upload the scanned copy of valid NSIC/MSME registration confirming as manufacturer of e-tendered item.

- iii. While submitting the bids online, the bidder shall read the terms & conditions of RFP 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 RFP document according to specified cover.
- v. Bidders shall note that the very act of using DSC for downloading the RFP document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the RFP without any exception and have understood the complete RFP document and are clear about the requirements of the RFP.
- vi. Bidders shall submit their bids through online e-tendering system to the Tender Inviting 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-IV

PRE-QUALIFICATION CUM TECHNICAL BID

PARTICULARS		INFORMATION TO BE FURNISHED BY THE BIDDER
1.	The bidder should be a company incorporated under the Indian Companies Act 1956 or the Indian Companies Act 2013.	The Bidder should submit a copy of Certificate of Incorporation.
2.	The bidder should have an annual turnover of at least ₹15 crores in each of the last three financial years i.e. FY 2019-20, 2018-19 and 2017-18. The bidder should have been making profits for the last three financial years i.e. FY 2019-20, 2018-19, 2017-18.	The bidder should submit audited financial statements or certificate from auditors for the last three financial years i.e. FY 2019-20, 2018-19 and 2017-18.
3.	Bidder must have provided AMC & FM support (for software management of Windows based client systems, and in configuration and management of network switches, firewalls etc.) worth ₹25 lakh per annum or 500 Desktop Computers in operation to a single organization during one of the past three financial years.	A copy of Purchase Order to be attached. Bidder should provide such organization's references, including the name and telephone number of a contact person.
4.	The bidder should have a fully functional service center/ office in Mumbai employing at least 25 engineers on its payroll.	The bidder should provide total headcount of the company on the official letter-head of the company.
5.	The bidder should mandatorily provide support at GIC Re's offices located at Mumbai, New Delhi, Chennai and Ahmedabad.	The bidder should submit an undertaking on the official letter-head of the company to provide support to GIC Re's offices located at Mumbai, New Delhi, Chennai and Ahmedabad.
6.	The qualification of engineers should be minimum 3 years diploma in engineering or 4 years graduate degree in engineering (with specialization in Information Technology or Electronics and Telecommunication or Electronics and Communication or Computer Science). The engineers must have knowledge in hardware, networking, security and Windows / Linux / UNIX administration and facility management.	The bidder should submit relevant certificates/resume/CVs of its engineers.
7.	The bidder should have not been blacklisted by any department or undertaking of the Government of India or any state government or any Indian PSU/Corporation.	The bidder should submit an undertaking (as per ANNEXURE-II of the e-tender document) on the official letter-head of the company.

PARTICULARS		INFORMATION TO BE FURNISHED BY THE BIDDER
8.	The bidder should mandatorily quote for AMC and FM for all the items mentioned in the e-tender document.	The bidder should submit a self-declaration in this regard on the official letter-head of the company.
9.	The bidder is required to enter into an Integrity Pact agreement with GIC Re on a non-judicial stamp paper worth minimum ₹100/-. The bidder should submit Integrity Pact Agreement signed by the authorized representative of the bidder with office seal. The Agreement will be counter-signed for and on behalf of GIC Re after opening of the pre-qualification cum technical bids of the e-tender.	The Bidder should submit duly completed and signed copy of Integrity pact. Bidders should download the Integrity Pact Agreement from the 'Media-Downloads-Policies and Guidelines' link on the website www.gicofindia.com

***Please provide supporting documents for all the pre-qualification criteria listed above. Bids which do not pre-qualify based on the above criteria will be summarily rejected.**

Note:

- The documents as listed above should be of the same bidder.
- On request, original documents should be produced failing which the bid is liable for rejection.
- GIC Re will evaluate the documents submitted to decide if the bidder pre-qualifies. Mere submission of documents will not pre-qualify any bidder.
- The bidder should upload above documents online as per **ANNEXURE-IV**.
- All undertakings shall be duly signed and Stamped by Authorized signatory of the Bidder Firm.
- The successful bidder is required to sign agreements and submit the same to GIC (Non-Disclosure Agreement, Service Level Agreement, Deed of Indemnity, Performance Bank Guarantee).

Declaration :

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

Signature : _____

Name & Designation of the Authorized Signatory:

Official Stamp:

Date :

Place :

ANNEXURE-V

COMMERCIAL BID

S. No.	Hardware Configuration	Qty	Equipment proposed to be covered under AMC / FM	Rate in Rupees (₹) for AMC & FM respectively per annum per equipment	Total Amount of AMC & FM respectively per annum	Total Amount of AMC & FM respectively for 3 years
1	HP Elite 7100 Business Desktop, OS-Windows 7 Professional, 64 bit, Chipset-Intel H57/ Q57 Express, Processor-Intel Core i5 660,Memory-4 GB, 2/4 DIMMs DDR3 RAM, HDD-320 GB SATA 3.0 Gbps, External speakers attached to monitor, 23.5" wide screen flat panel LCD monitor	441	AMC			
			FM			
2	HP Compaq Elite 8200 SFF Business PC Desktop, Processor-Intel Core i5, RAM- 4 GB, DDR3 RAM, HDD-320 GB SATA 3.0 Gbps, External speakers attached to monitor, 23.5" wide screen flat panel LCD monitor	25	AMC			
			FM			
3	Lenovo M92p Desktop, OS- Windows 10, 64 bit, Processor-Intel Core i5-3470, RAM- 4 GB, DDR3 RAM, HDD-320 GB SATA 3.0 Gbps, External speakers attached to monitor, 23.5" wide screen flat panel LCD monitor	173	AMC			
			FM			
4	Dell Optiplex 9020 MT Desktop, Processor-Intel Core i5, OS-Microsoft Windows 8, Chipset- Q8 series, 21.5 inches WXGATFT/LED Digital Colour Monitor TCO-05	10	AMC			
			FM			
5	Dell Vostro 3670 Desktop with Dell Wireless Keyboard and Mouse KM 636 Black and Dell P2418HZM Monitor, Processor-Intel Core i5 Gen8, RAM- 8 GB DDR4, Processor Speed-2666MHz, Hard Disk- 1 TB @ 7200 RPM SATA, OS-Windows 10 Pro (under warranty from 22-02-2019 to 21-02-2024)	35	FM			
6	Dell Latitude E5540 Laptop, OS- Windows 8.1, 64 bit, Processor-Intel Core i5-4310U, Crystal Speed- 2 GHz, RAM- 8 GB, Hard Disk-500 GB, Screen size- 17.5 inches	15	AMC			
			FM			
7	Dell G3 3579 Laptop, OS- Windows 10, 64 bit, Processor-Intel Core i7-8750H, Crystal Speed- 2.21 GHz, RAM- 8 GB, Hard Disk-1 TB, Screen size- 15.6 inches	1	AMC			
			FM			
8	Apple MacBook Pro Laptop, OS-Mac, Processor- Intel Core i5, Processor Speed- 2.7 GHz, Memory- 8GB 1867 MHz DDR3, Hard Disk- 125 GB SSD SATA, Graphics- Intel Iris Graphics 6100 1536MB, screen size- 14.5 inches	2	AMC			
			FM			
9	Lenovo Yoga 900 13ISK/80 MK Laptop, Processor- Intel Core i7, RAM-8 GB, Hard Disk- 512 GB, screen size-17.5 inches	1	AMC			
			FM			
10	HP LaserJet Pro MFP M226 dn Printer	14	AMC			
			FM			
11	HP LaserJet Pro M104a Printer	2	AMC			
			FM			
12	Inkjet Colour Printer HP OfficeJet Pro 8730 All in One Printer (under warranty from 25-02-2019 to 24-02-2024)	85	FM			
13	HP Monochrome LaserJet 427DW Printers (under warranty from 05-06-2019 to 24-06-2024)	75	FM			
14	HP Scanjet 8250 Scanner	1	AMC			
			FM			
NET WORKING EQUIPMENT						

15	Dell Server Power Edge R-630	5	AMC			
			FM			
16	Cisco-Edge Switches 48 Port Cisco WS-C2960-48TC-L	26	AMC			
			FM			
17	Core Switches Cisco Catalyst WS C4506E	2	AMC			
			FM			
18	D-Link Gigabyte Switch 24 port	1	AMC			
			FM			
19	Cisco SG 350-28 Switch 24 port (installed at Chennai and Delhi office)	2	AMC			
			FM			
20	Cisco Catalyst 3750G Switch 48 port	1	AMC			
			FM			
21	Cisco Catalyst 9300 Switch 24 port PoE+ (under warranty from 09-08-2019 to 08-08-2022)	1	FM			
VIDEO-CONFERENCEING EQUIPMENT						
22	CISCO C40 codec complete set of HD-VC End points with all OEM cables	2	AMC			
			FM			
23	Plasma (Panasonic) 65" HD display units with speakers	2	AMC			
			FM			
24	Microphone for endpoint with 360 degree capturing capacity with cable & connectors	2	AMC			
			FM			
25	Recording streaming & content management server/Solution	1	AMC			
			FM			
Grand Total						

Note:

1. The quoted rate is valid for entire tenure of the contract. No escalation on payment for this contract will be demanded by us.
2. Payment will be made as per the RFP.
3. L1 will be decided on the basis of amount of Grand Total as per above commercial bid.
4. No payment of incidental expenses in due course for execution of ensuing contract will be demanded by us.

ANNEXURE - VI

BANK ACCOUNT DETAILS OF BIDDER

1.	Name as per Bank Account	
2.	Account Type	
3.	Account Number	
4.	IFSC Code	
5.	Name of the Bank	
6.	Address of the Bank	
7.	PAN Number	
8.	GSTN Number	

Signature : _____

Name & Designation of the Authorized Signatory:

Official Stamp:

Date :

Place :

ANNEXURE-VII

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 _____
2021

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 **Companies Act, 1956** having its registered office at _____,
(hereinafter referred to as "Service Provider or Vendor"), which expression shall, unless it be repugnant to the meaning and context thereof, include its successors, and permitted assigns of the other part.

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

RECITALS

WHEREAS GIC Re is desirous of appointing a Service Provider for **Annual Maintenance Contract (AMC) of IT Hardware Assets and their Facility Management (FM) for 3 years** conforming to all the specifications as per the Request For Proposal (RFP) No. **ITMG/RFP/01/2020-21** dated **11 DECEMBER 2020** (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 **Annual Maintenance Contract (AMC) of IT Hardware Assets and their Facility Management (FM) for 3 years** 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 Service Provider 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 Service Provider 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.

1.15 “AMC” means Comprehensive Annual Maintenance Contract between Service Provider and GIC Re.

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-VIII** to the RFP. All charges whatsoever such as premium, commission etc. with respect to the PBG shall be borne by the Service Provider.

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-X** with the RFP.
- 3.5 The Service Provider shall furnish the Code of Integrity undertaking in the format attached as **ANNEXURE-XI** with the RFP.
- 3.6 The Service provider shall sign the Non-Disclosure Agreement (NDA) in the format attached as **ANNEXURE-IX** 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 **Annual Maintenance Contract (AMC) of IT Hardware Assets and their Facility Management (FM) for 3 years** 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
- 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
 - 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
 - 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. 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.

8. REPORTING PROGRESS

- 8.1. 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.
- 8.2. 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.
- 8.3. 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.

9. STATUTORY AND OTHER REQUIREMENTS

- 9.1. 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.
- 9.2. 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.
- 9.3. 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.

10. 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.

11. RIGHT OF MONITORING, INSPECTION AND PERIODIC AUDIT

- a. GIC Re reserves the right to inspect, monitor and assess the progress/performance of the **Annual Maintenance Contract (AMC) of IT Hardware Assets and their Facility Management (FM) for 3 years** 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.

12. GIC Re's OBLIGATIONS

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

13. INFORMATION SECURITY

- a. 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.
- b. 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.
- c. 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.
- d. 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.

14. INSURANCE

- 14.1 The Service Provider shall, at his own expense, arrange appropriate comprehensive insurance to cover all risks assumed by the Service Provider under this Agreement as well as in respect of its personnel deputed under this Agreement. GIC Re will have no liability on this account.
- 14.2 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.
- 14.3 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.

15. 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.

16. 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 IX. 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.

17. TERM AND EXTENSION

- 17.1 The term of this Agreement is as prescribed in clause 7 - Term of Contract.
- 17.2 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.
- 17.3 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.

18. PRICE

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. CONTRACT VARIATION

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

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

If any such change has cost or time implications for the Service Provider, GIC shall adjust price and delivery schedules equitably through a further written Change Order, on the written request of the Service Provider. The Service Provider 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 Service Provider shall not make any change in the scope of work of this RFP and Agreement without the prior written approval of GIC Re.

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

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

Provided that any upward revisions and/or additions to the Scope of Work of this RFP, consequent to errors, omissions, ambiguities, discrepancies in the specification etc. of the RFP which the Service Provider 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 Service Provider without any time and cost implications to GIC Re.

20. 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 services as aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the 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.

21. LIQUIDITY DAMAGES

The Bidder shall adhere to all requirements laid out in the RFP and this Agreement. In the event of delay on the part of Service Provider in respect of work requirements laid out in the RFP and this Agreement as agreed by both the parties, the Bidder shall be liable to pay liquidated damages at a percentage of the value of the Contract Price subject to a maximum of 10% of the value of the Contract Price as detailed below:

- @ 1% for delay up to two weeks;
- @ 2.5% for delay up to four weeks;
- @ 5% for delay up to six weeks;
- @ 10% for delay for more than six weeks.

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

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 15 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 Successful 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 in addition to setting off the Liquidated Damages or recovering the same from PBG.

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 Successful 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 Successful bidder under any previous contract with the GIC Re under the right of set off.

NOT ACCEPTANCE/ NON-EXECUTION OF ORDER

In case the Successful 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 Successful 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 Successful bidder and blacklist them without any correspondence in this regard.

22. PAYMENT TERMS

- 22.1 The Agreement price shall be equal to the amount specified in the Commercial Bid.
- 22.2 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.
- 22.3 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.
- 22.4 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.
- 22.5 Service Provider shall raise the bills/ invoices at the end of every quarter and payment would be released thereafter.
- 22.5 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.
- 22.6 The Service Provider shall not in any case whatsoever link its billing to GIC Re's asset and/or revenue base.

23. PENALTY

The Service Provider shall attend to calls reporting error/faults on the same day of lodging of a complaint and get any error or fault corrected within 4 hours. For this purpose, calls received after 05:00 P.M. shall be considered as received during the next working day.

If a fault is identified but not corrected by the Service Provider within **4 hours**, then it is the responsibility of the Service Provider to provide standby systems of equivalent or higher make/ model/ configuration immediately where systems/parts are taken for repairs, etc.

If the Service Provider fails to provide standby systems within the time specified in the agreement, GIC will deduct **₹1000/- (Rupees One Thousand only) per machine per working day**.

During the contract period if there are less than 4 (Four) resident engineers, **then ₹750/- (Rupees Seven Hundred and Fifty only) per engineer per working day for the duration of absence will be deducted.**

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 Notice of Default 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 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 payment 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 by invoking the PBG or otherwise.

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, if at any point of time if the scope of work mentioned in RFP document is not fulfilled by the Service Provider.

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 30 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, 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 award the contract to the next best value bidder of the tendering process.
- In the event of termination/expiry of this Agreement due to any cause whatsoever, [whether consequent to the expiry of the stipulated Term of this Agreement or otherwise] GIC Re shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the services which the Service Provider shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/expiry, and further allow and provide all such assistance to GIC Re and/or the new bidder, as may be required, to take over the obligations of the Bidder in relation to the execution/continued execution of the Scope of Work of this Agreement.
- Where the termination of this Agreement is prior to its stipulated term, GIC Re through unilateral re-determination of the Contract Price payable to the 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 Service Provider 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 of this 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 enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to GIC Re under this Agreement, equity or law.
- 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.

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

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

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

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

29 . LIMITATION OF THE 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 , i.e., 100% of the Contract Price, and

(B) the proceeds the Service provider may be entitled to receive from the insurance maintained by the Service Provider to cover such a liability

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) Negligence and Willful Misconduct; (c) fraud; (d) breach of confidentiality provisions and the NDA(e) indemnification provisions in this Agreement (f) or other liability to the extent that the same may not be excluded or limited as a matter of law.”

30. CONFLICT OF INTEREST

The 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 including its existence, 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/ Bids, and this Agreement. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under this Agreement.

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

35. RELATIONSHIP BETWEEN GIC RE AND THE SERVICE PROVIDER

35.1 The relationship between the Parties shall be that of independent contractor and contractee. Nothing in this Agreement constitutes any fiduciary relationship between GIC Re and 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, willful misconduct, fraud, bad faith or breach of any sub-contractor(s) in connection with this Agreement.

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

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: 022-22867124

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

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

42.2 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.

42.3 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:

- 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 on the day and year first written above.

For and on behalf of General Insurance Corporation of India

By:

Name:

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

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-VIII

PERFORMANCE BANK GUARANTEE

(Stamp paper / franking for value of minimum ₹500/- and notarized)

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 **Annual Maintenance Contract (AMC) of IT Hardware Assets and their Facility Management (FM) for 3 years** (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 (RFP) No. **ITMG/RFP/01/2020-21** dated **11 DECEMBER 2020** (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/RFP or by reason of the supplier's failure to perform the Agreement/RFP. 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/RFP and that it should continue to be enforceable till all the dues of the Corporation be under or by virtue of the Agreement/RFP 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/RFP 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/RFP 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. We further agree that no change or addition to or other modification of the terms of the Agreement or Scope of Work for (the subject matter of procurement) which may be made between GIC Re and the Supplier, shall in any way release us from any liability under this guarantee and we hereby waiver notice of any such changes, addition or modification.
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 2021 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-IX

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 _____ 2021, by and between:

(Service Provider), a Company incorporated under the Companies Act, 1956, 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 Annual Maintenance Contract of IT Assets and their Facility Management.

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 (RFP) No. **ITMG/RFP/01/2020-21** dated **11 DECEMBER 2020** and to eventually enter into a detailed Agreement for 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. Obligation of receiving party:

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

Receiving Party shall not use Confidential Information, the name or the logo of the other party except for the purpose of this Agreement.

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

C. Information not categorized as “Confidential Information”

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

- (a) Receiving Party can demonstrate by prior existing records, was within Receiving Party's legitimate possession prior to the time of disclosure by the Disclosing Party and without restriction as to use or disclosure;
- (b) was within the public domain/ public knowledge prior to disclosure by the Disclosing Party, 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 use of, 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 without restriction as to use or disclosure.

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

D. Restriction on Disclosure

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

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

E. Permitted Disclosures

Receiving Party is permitted to:

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

F. Effects of Unauthorized Disclosure

- (a) The Receiving Party will be liable for the breach of 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 liquidated damages and legal as well as equitable relief, as appropriate, including but not limited to an injunction, in addition to any monetary relief in the form of indemnification.
- (c) The Receiving Party will promptly report to the Disclosing Party any disclosures of Confidential Information otherwise than as permitted by this NDA and any breaches in security that may or has the potential to affect the Disclosing Party or its Confidential Information of which it is aware and will specify the corrective action to be taken.

G. Return of documents

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

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

H. Title And Proprietary Rights

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

I. No Warranty

The parties warrant that they have the full legal rights required to provide the Confidential Information provided hereunder. All other warranties, express or implied, including but not limited

to the implied warranty of merchantability or fitness for a particular purpose are expressly disclaimed. Except for the express warranty provided herein.

All Confidential Information is provided “as is” and without warranty of any other nature. In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed constitutes any representation, warranty, assurance, guarantee or inducement by Disclosing Party to the Receiving Party with respect to the fitness of such Confidential Information for any particular purpose.

J. No Commitment

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

K. Term

This NDA shall commence from the date set forth above and expire with the termination or expiration of the agreement unless earlier terminated in writing by both Parties. This NDA may be terminated by either Party at any time upon thirty (30) days written notice to the other Party.

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

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

L. Arbitration

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

M. Governing Law and Jurisdiction

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

N. Miscellaneous

- (a) No failure or delay by the Disclosing Party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise or enforcement of any other right, remedy or power.
- (b) This NDA shall not be assignable or transferable (entirely or in part) by either Party (whether by operation of law, sale of securities or assets, merger or otherwise) to any third party without the written consent of the other Party.
- (c) This NDA supersedes all prior discussions, agreements, covenants, arrangements, communications, representations or warranties, whether oral or in writing by any of the parties or by any officer, employee or representative of any party with respect to the subject matter hereof and constitutes the entire agreement between the Parties with respect to the subject hereof.

- (d) No waiver or modification of any of the terms of this NDA will be valid or binding upon either Party unless made in writing and signed by a duly authorized representative of each Party.
- (e) 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.
- (f) Upon 45 days written notice, the Disclosing Party may audit the use of the disclosed Confidential Information. The Receiving Party agrees to co-operate with the Disclosing Party's audit and to provide reasonable assistance and access to information.
- (g) 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.
- (h) 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: _____

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 RFP/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 general 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 RFP/Agreement but not defined herein shall have the same meaning as defined in the RFP/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-XI

CODE OF INTEGRITY DECLARATION FORMAT
(On official letter head of the Bidder)

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/01/2020-21** 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/01/2020-21**. 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:
the
Bidder with Seal & Stamp.

Signature of Authorized Person of

Place:

Name:
Designation:
Address: