



## General Insurance Corporation of India

Sr. No.	Query / Clarification	Reply from GIC
1	<b>EMD/PBG</b> - Not able to give Earnest Money Depositi/PBG on instructions from Parent co. situated in USA. However Parent co. will guarantee their obligations under any agreement signed with GIC RE	EMD: According to GIC Procurement Guidelines 2010, it is a procedural requirement until finalising the Vendor. However, as stated in RFP, EMD would be refunded to bidders(selected, unsuccessful and rejected) at some given time. PBG: According to GIC Procurement Guidelines 2010, it is a mandatory requirement. It's valid until 60 days beyond completion of Agreement including warranty obligations. Moreover, GIC is a PSU and is subjected to various mandatory compliances for Public Procurement, like CVC Guidelines and its own Procurement Guidelines.
2	<b>Indemnity</b> - Will indemnify GIC RE with respect to claims made by third parties that Vendors software infringes on their intellectual property rights; or that vendor has engaged in fraud or willful misconduct or that vendor have directly caused personal injury or death or property damage, or for workers comp. Will not indemnify for other items listed in Framework Agreement.	This may be considered.
3	<b>Intellectual Property:</b> We expect the final Framework Agreement to have provisions limiting access to our software to employees of GIC Re; to prohibit the creation of derivative works; to limit use of the software to reinsurance decision-making (other than involving catastrophe bonds), to prohibit installation of the software on a competitor's platform, and to have clear rules on what program output can be disclosed to third parties. Some of our content is licensed from third parties which have their own requirements, and we will pass those along to GIC Re within the Framework Agreement.	Framework Agreement should not have provisions which limit the Scope of Work or invalidate any requirement specification given in the RFP document.
4	<b>Audited Financials</b> : Bidder does not have audited financials; our results are consolidated with several other units of our parent company. Our financial data is posted publicly on the parent company web site, as required for a publicly-held company in the US.	Any equivalent documentation to Audited financials may be provided.
5	<b>Termination.</b> We agree that GIC Re should be able to terminate a multi-year license at any time for convenience, but we want to clarify that if it does so, we (bidder) will not have an obligation to refund any prepaid license fees.	Fair enough. May be Accepted.
6	Continuation Post-Termination. If GIC Re decides at some point to migrate to another cat loss model supplier, we will provide reasonable assistance for one month following termination of our license. We don't expect to provide this help for an indefinite time period.	Acceptable.
7	Audits. We would welcome GIC Re's audits but the audits should not encompass confidential documents and they should be conducted only by GIC Re or by any accounting firm that GIC Re selects.	Even if the documents are confidential, if it concerns to the performance of Contract, such documents may be disclosed. For documents other than those, situation based partial disclosure may be negotiated. Conduction of Audit by accounting firm is acceptable.
8	Information Security. We can't comment on GIC Re's information security requirements until we see them. We comply fully with US, Europe, and India data privacy laws and regulations.	GIC Re complies with all Regulatory requirements of Government of India and IRDAI
9	Return of Data. We will be happy to return to GIC Re the data it has given to us but not material stored for disaster recovery in encrypted files in a secure off-site facility, where retrieval would be difficult. We store back-up tapes every month, so over a five-year relationship, we would have 60 sets of back-up tapes. The data on those tapes will continue to be subject to the contract's security obligations.	Acceptable.
10	Change Orders. We won't delete functionality or models over the five-year license. Likewise, we believe that GIC Re should not delete functionality or models in order to reduce the fee we've settled on at the start of the license.	GIC Re will not seek to delete functionality or models in order to reduce the fee that is settled at the start of the license with the successful bidder.
11	Suspension of Work. If the work is suspended for reasons other than our default, (e.g., for GIC Re's convenience), and the suspension lasts more than three months, we should be able to terminate regardless of GIC Re's consent. Otherwise, GIC Re could suspend for an indefinite time and hold the fees in place, even if bidder has done nothing wrong.	It is acceptable. However, the Vendor may terminate by giving the 30 days prior and written notice indicating its intention to terminate this Agreement



## General Insurance Corporation of India

Sr. No.	Query / Clarification	Reply from GIC
12	<b>Jurisdiction and Law.</b> We have spent many years and many millions of dollars building up our intellectual property in reliance on the protections we get under US law. Therefore we prefer US law and jurisdiction for any disputes.	Governing law and jurisdiction as well as seat of arbitration will be India. The software has to be used here. As per our response to point no 15, it may be noted that the bidder and contracting party should be the same. In case Bidder entity in India is the contracting party and will be providing all services to GIC, the question of US jurisdiction should not arise.
13	<b>Liability.</b> Our liability should not exceed the license fees paid or payable for the annual term in which the cause arose, except for our indemnity obligations, willful misconduct, fraud, and when excluded or limited by applicable law.	Acceptable.
14	<b>Confidentiality.</b> We don't allow disclosure of our sensitive and trade-secret data to unnamed consultants	Acceptable. However, user dept. may need to share output generated from using the software as part of normal business operations.
15	<b>Subcontracting.</b> We wish to point out that our (bidder) subsidiary company located in India will be the contracting party on our side, and will receive assistance whenever needed from parent company and other affiliates in Europe and Asia to provide the best possible experience to GIC Re. We (bidder) will not assign the contract to another (bidder) affiliate but we do want your assurance that getting technical support from our other offices will not be considered a subcontracting of the work, or if it is, that GIC Re approves in advance.	The bidder and contracting party have to be one and the same. Bidder entity in India should then bid under this RFP. In case Bidder entity in India is both the bidder and the contracting party, we do not see any issue with other affiliates extending support. Necessary changes to the Agreement can be suggested by the bidder on this point in case it is selected.
16	Through the RFP does GIC Re intend to select ONLY one vendor for all their Catastrophe Modeling needs? If yes why does GIC Re need a line item for each model and peril in Annexure 6?	As per requirement, it is required to have one vendor for all our modelling needs preferably one of the vendors whose data files are received by our underwriting desks for inward proposals without which it would be difficult to use the models for our inward underwriting assesment. The line item wise break-up per Region/Peril is sought at this stage for information purpose only.
17	On Page 6, under the requirements it states "Global coverage including India earthquake model and global models per line of business". Whereas on Page 7 for Peak Territories it states "Selected bidder is required to offer all their available models for modeling GIC Re's business arising from the Peak territories". Should the price quoted be for all the models that a vendor has or only for models in the peak territories?	"Global coverage including India earthquake model and global models per line of business" - means India EQ model is mandatory and other global models as per the lines of business (given on Page 4) as available with the vendor as on date. "Selected bidder is required to offer all their available models for modeling GIC Re's business arising from the Peak territories" - means the models available with the vendor for modelling all perils of territories mentioned as peak territories are required to be offered.
18	Why was only the India EQ model included in the Requirements on Page 6? Why weren't other important models like US Flood or India Cyclone included? We feel that if a vendor company has more models especially for the Peak Territories they would be at a disadvantage going into the auction since the cost of those models is being disregarded by other vendors who don't have those models.	The peril wise breakup of cost has also been asked in order to ensure that most of our peak territory perils are taken care of. Technical Bid weightage is given for Country/Regionwise Perils covered by bidder's Global Catastrophe model software and its relevance to GIC Re's portfolio. Bidder is required to accordingly meet a minimum technical score. Hence no vendor would be at a disadvantage.
19	We understand that the portfolio roll up needs to be performed as an annual exercise for India, China, Turkey, Taiwan, Israel, Japan, USA, Canada, Europe and Caribbean. Would the analysis be limited to only these countries or would other country exposures be also included?	At the current moment, based on data available, the countries mentioned as Peak Territories would require the annual portfolio roll up. In case any additional territories are required to be included for this exercise and if the required data for the same is available, we would like to include them also.
20	Could you please explain what non-modeled perils are on Page 5? Please note that the catastrophe modeling solution would be only for the modeled perils. Wordings from RFP -"GIC Re would like to use the catastrophe risk management systems for effectively managing risk from natural catastrophes for their direct, facultative and pure retro businesses including modelled and non modelled perils."	Non-modelled perils are perils whose primary event characteristics are captured in a catastrophe model but whose losses from resultant or secondary perils are not represented.



## General Insurance Corporation of India

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21	On Page 7 under Software Solutions it says "Models should be able to read all file formats received from business partners". We (Bidder) can read only the EDM files, other than our own format and not any other formats.	Input data files for inwards business comes (to GIC Re) in various forms like EDM/RDM files, clf , Unicede/2 format files, Excel spreadsheets , etc. It is required that the software should be able to read these file formats or have a facility to convert data from one format to another.
22	Could you please mention how many installations of the software would be required and where it would be?	Installations would be required at both GIC Re HO and user licenses would be required at both HO and the 3 Foreign Branches. We believe around 25 licenses would be sufficient.
23	For the portfolio rollup exercise can the vendor access GIC Re's installation remotely to perform the analysis or is it required that members of the vendor team need to be present at the GIC Re premises to carry out the portfolio rollup exercise? Our preference is to be able to work remotely and at the end of the exercise share the workings with GIC Re.	Working remotely would be fine and interaction with GIC Re officers during the roll up can be over phone. In case of work getting stuck due to non-understanding on either side, personal visit may be required. Moreover timelines set by GIC Re would have to be adhered to. In case of delay in service on this front, vendor needs to be flexible to station personeel at GIC Re premises.
24	Does GIC Re plan on taking over the running of analysis and portfolio roll up during the 5 year contract period or is it the Vendor's responsibility to perform all analysis for the entire 5 year contract period. Please note that the analysis can start only once all the data has been received from GIC Re and it would be the responsibility of GIC Re to ensure all data is provided.	As of now, it is required for the vendor to take up the responsibility during the entire course of 5 years. If however, during these 5 years, if a few employees get trained on this activity and are able to get certified by the vendor and subject to hardware support, this activity can be done inhouse.
25	As per the license agreement, any updates to the models indicated in the contract would be included as and when the models are updated. New models or software components that are developed after the contract has been finalized will not be automatically included and a separate pricing needs to be negotiated with us (bidder). We reckon this would be through the change order process. Can you please confirm?	We agree updates of existing models would be offered to GIC Re at no extra cost. All new models will not fall in the preview of the contract entered into. However since GIC Re intends purchasing Global Catastrophe model for a period of 5 years, best possible price should be quoted to GIC Re.
26	Once the contract has been awarded and the final price for 5 years has been arrived at based on the reverse auction, would that final contract price be adhered to or does GIC Re have the right to eliminate any of the models/number of users from the list and reduce the price? Our opinion is that the final contract price has to be honored as the minimum guarantee. (Page 43 Section 17.2)- GIC Re however reserves the right to review and negotiate the Contract Price payable for the GLOBAL CATASTROPHE MODELLING SOFTWARE and the services at the beginning of each year or at any time earlier to incorporate downward revisions as applicable and necessary.	The basic per year price agreed to with the L1 Vendor (based on Reverse Auction) will be adhered to and not undergo a change.
27	In Annexure 6 what is the relevance of having the breakup of the cost by region and peril if the determination of the lowest bidder is based on the overall contract value?	The line item wise break-up per Region/Peril is sought at this stage for information purpose only.
28	Apart from the models a significant amount of cost is associated with our softwares. In Annexure 6, under line 5 "Any other item affecting price" we would like to include the cost of the software.	Agreed. Cost of Software may be included in "Any other item affecting price" in Annexure 6
29	Could you please provide clarity on Page 42 Section 14.3 "Performance or non-performance under this agreement" and how this would be judged?	Non-performance relates to the scope of work covering delivery, installation and implementation of software and for the Services to be rendered during the period of the agreement.
30	Page 14, Section 1.5.b., would the PBG of 10% be against the overall commercial bid value for the 5 year contract period? Is the PBG's validity 60 days beyond the 5 year contract?	GIC has internal Procurement Guidelines and PBG is a mandatory requirement. It's valid until 60 days beyond completion of Agreement including warranty obligations.
31	Page 19, Section 18 on Sub-Contracting. Bidder entity in India will be the entity that will be providing all support to GIC Re., including installation support, training, user support, annual portfolio roll up etc. Should this be approved by GIC Re?	As mentioned in point no. 15 above, 'Bidder entity in India will be the contracting party on our side'. As such, Bidder entity in India itself being the Vendor, the issue of sub contracting does not arise.



## General Insurance Corporation of India

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32	Can all the RFP related paperwork etc., be done on Bidder entity in India letter head rather than the parent company letter heads (Bidder)?	Same as Point 15 above. Bidder and contracting party have to be same.
33	Page 25; should the bank details being requested be of the bidder i.e., parent company's bank account or of Bidder entity in India bank account? Why is this information being requested at the time of RFP?	Bidder and contracting party should be the same and that entity's bank account details should be provided.
34	Page 41, Section 12.4. We cannot provide the data that is stored in the backups taken and stored offsite. However, all the confidentiality agreements about the data and its use will remain valid after the contract expires.	Acceptable.
35	Page 42, Section 16.3 "Until such reasonable time beyond the term of this agreement" is open ended and a definitive time frame of 30 days should be provided.	Acceptable for 30 days time frame. Additionally the advance notice of 3 months mentioned in the para may also be reduced to 30 days.
36	Page 69, Section 4 looks totally in favor of GIC Re with the vendor having no recourse.	Section 4 itself mentions that it is only with respect to immediate payment under the indemnity and rights of the parties under the Agreement will remain unaffected. If it were to be otherwise the whole point of having an indemnity will be defeated.
37	It is written in the RFP document that DLM models only for North America region (US & CA) and ALM for the rest of the geographies is the requirement depending upon the type of the input exposure data that you receive for your treaty business. So, is it correct to assume that you need DLM models only for the above two countries and everywhere else an ALM model will be required?	We agree that the DLM model is currently required for North America as the data required for the modelling on DLM is available only for this area. However we also require DLM for India as we may be able to get data for treaties in granular format from some cedants and for underwriting mega risks also, this would help.
38	There is no mention of models required for regions like Australia/ New Zealand and few other Asian countries? Is it correct to assume that these should not be included while responding to the RFP? But this will then have conflict with the word "Global models" offered by the respective bidder?	Australia / New Zealand are not our peak territories. As regards Asian countries, we are majorly present through our Malaysia branch. Models for these territories if available with the bidder, should be included in your quote.
39	Are we required to submit both digital and printed bids i.e. drop printed version in the box physically and also, submit it in the digital format uploading to your website or put on a USB drive?	Tenders comprising Pre-Qualification cum Technical Bid and Indicative Commercial Bid are to be submitted in Hard copy. However, GIC Re needs only the Technical Bid in soft copy too. The same can be given in a CD or Pendrive. E-procurement will be used only for Reverse Auction.
40	We would like to understand more about why the technical bid qualification criteria is set as 70% and not higher, say 90%?	The technical bid qualification criteria is set based on an internal decision aimed at giving a fair opportunity to all vendors to offer a software that is best suited for GIC requirement at the best possible price.
41	Are there any tentative timeframes (approx. number of days after final submission date) when the technical bids will be opened and evaluated?	No tentative timeframes beyond the last date of submission of bids. But the software is of utmost importance to GIC and would therefore be dealt with on Priority basis.
42	Would all bidders be provided with the opportunity to come in and present their technical bid	The technical bids open on 07th July 2017 at 3.30 p.m. All Vendors can be present for the same with the necessary authority letters.
43	Are we required to submit the following NDA/guarantee documents along with the bid? 1)NDA 2) Integrity Pact Agreement 3) EULA 4) PBG or these documents/NDA will be signed only after the award of the contract? OR some of these will have to be submitted with the bid and remaining after the award of the contract?	The Integrity Pact is to be signed and submitted with the Tender documents. Other Agreements like NDA, EULA, PBG can be signed later by the selected Vendor.
44	We need more information on how, through e-procurement service of GIC Re, the reverse auction process of determining lower bidder will work?	Necessary Document/Instructions will be shared with the Technically Shortlisted bidders.
45	The cancellation clause is mentioned as 30 days & 60 days at different places. This looks like a typo error. Which of the two is correct?	The Termination Clause is mentioned as 30 days across the document except for Termination for Convenience at Para 17 & 26.5 which is mentioned as 60 days, which is perfectly fine. There appears to be no incongruity in number of days as regards Termination Clause.
46	How are GIC Re going to allocate scores to bidder's response for this point? Is it one point for every combination of country/region & peril available with the bidder?	Technical Evaluation committee of GIC Re will give score card based relative marking to the technical bid from the bidders keeping in mind factors like relevance to GIC Re's portfolio, product profile, features, technical support, etc.
47	How would GIC Re differentiate between a company with all the required models but an older vintage/lower resolution than another vendor with all the same models but more up to date and with better resolution?	Technical Evaluation committee of GIC Re will give score card based relative marking to the technical bid from the bidders keeping in mind factors like relevance to GIC Re's portfolio, product profile, features, technical support, etc.



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48	We believe that due weightages should be given by allocating scores to the current IP vs. new IP being added over the next five years?	Technical Evaluation committee of GIC Re will give score card based relative marking to the technical bid from the bidders keeping in mind factors like relevance to GIC Re's portfolio, product profile, features, technical support, etc.
49	Our client list is confidential. We cannot legally supply this information for all the clients that license our products, services and solutions?	The Vendor should disclose the number of the Top 20 Global Reinsurance groups (of AM Best and S&P respectively) who are their clients for Global Catastrophe model. More detailed information from bidder will better enable assigning relative marking to the technical bid.
50	We do not believe only tenure is a differentiating factor for GIC Re. An attempt should be made to evaluate the quality of the models being provided? Why do GIC Re not ask for more details on this?	Technical Evaluation committee of GIC Re will give score card based relative marking to the technical bid from the bidders keeping in mind factors like relevance to GIC Re's portfolio, product profile, features, technical support, etc.
51	What criteria does GIC Re use to evaluate the R&D strength? Is it only the number of scientists and engineers employed? How would you then differentiate between two organizations say having 20 PhD's each but one having tenured vs. other having relatively newer? Also, why does this only receive 3 points, when the quality of people is a key input. We believe this parameter's weightage should be more.	Technical Evaluation committee of GIC Re will give score card based relative marking to the technical bid from the bidders keeping in mind factors like relevance to GIC Re's portfolio, product profile, features, technical support, etc.
52	Physical presence of bidder in country – Our understanding is that you are asking bidder's presence in India? Assuming all bidders have presence locally, are they all going to get full score for this parameter? OR, will you assign scores between 1 to 5 based on certain key parameters such as presence (yes/no), size of the bidder, servicing capabilities etc.?	Technical Evaluation committee of GIC Re will give score card based relative marking to the technical bid from the bidders keeping in mind factors like relevance to GIC Re's portfolio, product profile, features, technical support, etc.
53	Future development plans – how would you evaluate this? Again, the bidder roadmap is critical to the future business partnership, shouldn't it carry more weightage?	Any plans to upgrade current models or develop new models for our peak territories or new territories would be the basis for Evaluation of future development.
54	How do you evaluate ease of use of software? It seems subjective and open to interpretation? Can you help us understand what factors are contributing to this? The parameters could be user friendly menu driven UI, uploading data to the software, extracting data from the software etc.	It means it should be easy to adapt and use and could be independently handled by users with reasonable training.
55	Are looking for 24x7 or 24X5 kind of technical support in India or globally? OR are you looking for support in different countries/time zones, which ones?	Support will be required at HO and our Branches 24X5 seasonally depending on renewal dates.
56	It's not clear what "Hand Holding support during business renewal cycle" means? Are you looking for resolving modelling related queries faster or helping with global best practices to model certain type of reinsurance structures or trained resources during that period?	Yes
57	We (bidder) enter in contracts with all its clients globally in USD currency. GIC Re has asked for contracts to be written in INR.	Bidder is expected to submit the bids only in INR to ensure uniform comparability across all bidders. Once L1 bidder is identified through the Reverse Auction method on INR basis, Contracts can entered into with the successful bidder on Equivalent Foreign Currency determined for each year using the conversion rate at the beginning of the contract.
58	GIC Re has asked for a Performance Bank Guarantee in the form of a Bank Guarantee Bond. Generally, we (bidder) doesn't do this type of agreement and hence would require more information to understand the need behind this type of agreement.	GIC is a Government Company. Government Company in India as regards Public Tendering are Guided by Central Vigilance Commission (CVC) Guidelines. CVC is the apex vigilance institution, free of control from any executive authority, monitoring all vigilance activity under the Central Government and advising various authorities in Central Government organizations in planning, executing, reviewing and reforming their vigilance work. GIC has its own Procurement Guidelines which is in accordance with CVC Guidelines. It states inter alia, " To ensure due performance of the contract, Performance Security is to be obtained from the successful bidder awarded the Contract..." The PBG requirement as such is as per our Procurement guidelines and the CVC guidelines.
59	GIC Re requires the bidder to give a very wide indemnity which includes any claim resulting from Bidder's negligence and any breach of contract. We (bidder) generally only indemnifies against claims for IP infringement and personal/property damage caused by negligence or wilful default and not all.	Removal of indemnity requirement only for breach of contract can be considered. For all the other clauses, indemnity would still be required.



## General Insurance Corporation of India

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60	An indemnity will be required from GIC Re to protect us (bidder) from third party claims arising from their reliance on results generated from the licensed system.	Same as point no 65.
61	We (bidder) would normally only have termination for a material breach. And termination for material breach should be a mutual right.	These are standard Termination Clause of GIC and these stands across all contracts executed by GIC. However, as regards mutual Termination rights for material breach, successful bidder may suggest modifications to the agreement which can be considered for incorporation in the Agreement.
62	Governing law and jurisdiction should be US. All our contracts are written as per US laws.	Governing law and jurisdiction as well as seat of arbitration will be India since the software has to be used here.
63	Arbitration as a means to settle a dispute is acceptable, but location has to be US and as per the laws of US. Open to discuss further.	Same as point no 62 above.
64	The non-disclosure and confidentiality obligations need to be mutual.	Acceptable.
65	An EULA will be required by us (bidder) to set out the scope of license provisions, setting out the permitted use, restrictions and sharing of results. This needs to contain an indemnity from GIC Re covering third party claims against us (bidder) arising from reliance on results generated from use of the models. GIC Re will be required to apply a disclaimer to reports containing results that are shared with others.	This appears to be ok in so far as mentioned here. However, specific comments can only be made once the EULA is shared with us as the inconsistencies between the Framework Agreement and the EULA will need to be checked. The scope of the indemnity will have to be studied, understood and agreed to at appropriate levels.