

# REQUEST FOR PROPOSAL

## FOR

### SAP-DMS Integration and Support Services



आपत्काले रक्षिष्यामि

GIC Re

भारतीय साधारण बीमा निगम

General Insurance Corporation of India

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## **SECTION – I**

### **REQUEST FOR PROPOSAL (RFP) FOR IMPLEMENTATION OF SAP – DMS INTEGRATION AND SUPPORT SERVICES PROJECT FOR GIC Re**

#### **1. INTRODUCTION**

General Insurance Corporation of India (GIC Re) is wholly owned by Government of India and has been catering to the reinsurance needs of Indian general insurance industry for the last four decades. GIC of India is currently the designated ‘Indian Reinsurer’.

GIC Re also assumes reinsurance from foreign insurance companies and has been leading the reinsurance programs of several insurance companies in neighboring SAARC Countries, South East Asia, Middle East and African continent. To offer its international clientele easy accessibility and efficient service, GIC Re has enhanced its global presence by opening branch offices in Dubai, London and Kuala Lumpur and a representative office in Moscow.

GIC Re has implemented a complete SAP infrastructure with the Core Insurance modules FSRI and FSCD, besides FICO, IM-IC and HR. The application stack consists of SAP ECC 6, BI 7.0, EP7.0, PI 7.1 and BOBJ.

GIC Re is also using DMS OmniDocs 7.X solution provided by Newgen since year 2006 covering Core Document Management System, Record Management System, Omni Acquire and Scanning Software (Omni Scan 2.2.1), scanning services and onsite support on annual basis.

General Insurance Corporation of India (GIC Re) proposes to implement a solution to integrate SAP and the Newgen OmniDocs system for document view called Image Enablement. The high level scope of work is as follows:

1. Integrate the existing Newgen - OmniDocs Enterprise content management solution with GIC Re’s Core business application i.e. SAP with the following modules (Financial Services Reinsurance (FS RI), Financial Services Collection and Disbursement (FS CD), Finance and controlling (FI CO), Investment Management Investment Control (IM IC), Human Capital Management (HCM), Human Resources (HR).
2. The integration scope is expected to also include the centralized SAP Infrastructure being currently used by the branches in Dubai, London and Kuala Lumpur.
3. The Successful bidder will also have to deploy web services to accept documents which would be pushed from 2 sources namely a) eThru portal and b) web services gateway.
4. The successful bidder is also expected to design a comprehensive standard operating procedure for the SAP-DMS Integration process aimed at ensuring that the workflow, document

management and user interaction with the SAP ERP system is tightly integrated.

5. Software Support services
6. Onsite Scanning services.
7. Onsite support Engineer.
8. Record Management Services.

## 2. OVERVIEW

SAP Image Enablement solution must provide added benefits to the Operational Heads and Business Users from their respective SAP modules (FSRI, FSCD, FI-CO, HR and IMIC.)

The supporting documents pertaining to the business transactions for a particular module should be linked and accessed from within SAP and outside SAP through the Omni docs interface. At the back-end, all the documents must be stored in a secure and scalable document repository i.e. OmniDocs Content repository, without any added load on the SAP servers. Only the authorized users should be able to view the respective DMS documents linked with the SAP business objects or directly from the Omni Docs Web GUI.

- Using this solution SAP user should be able to add/view documents in SAP, however those documents are stored on OmniDocs.
- It should provide efficient document retrieval and reference.

### 2.1. SAP, eThru and DMS System Landscape

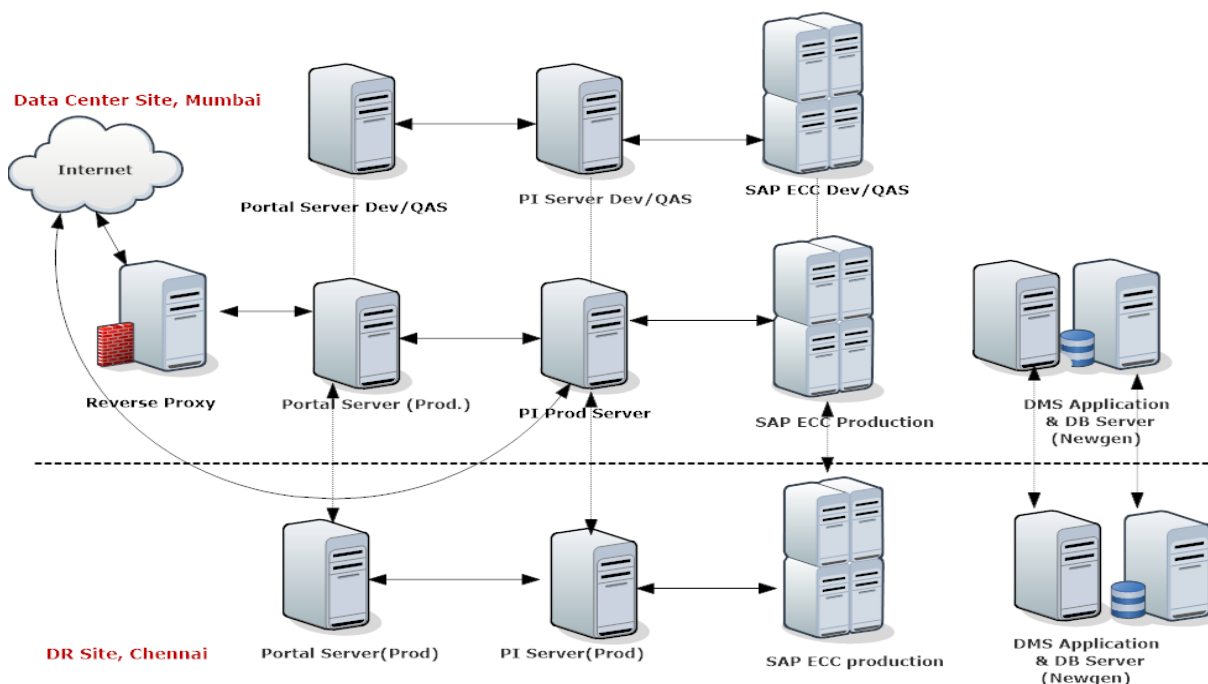


Fig 1:- Existing Landscape of Enterprise portal and SAP Production server.

## 2.2. SAP, eThru, ESS and DMS integration scenario

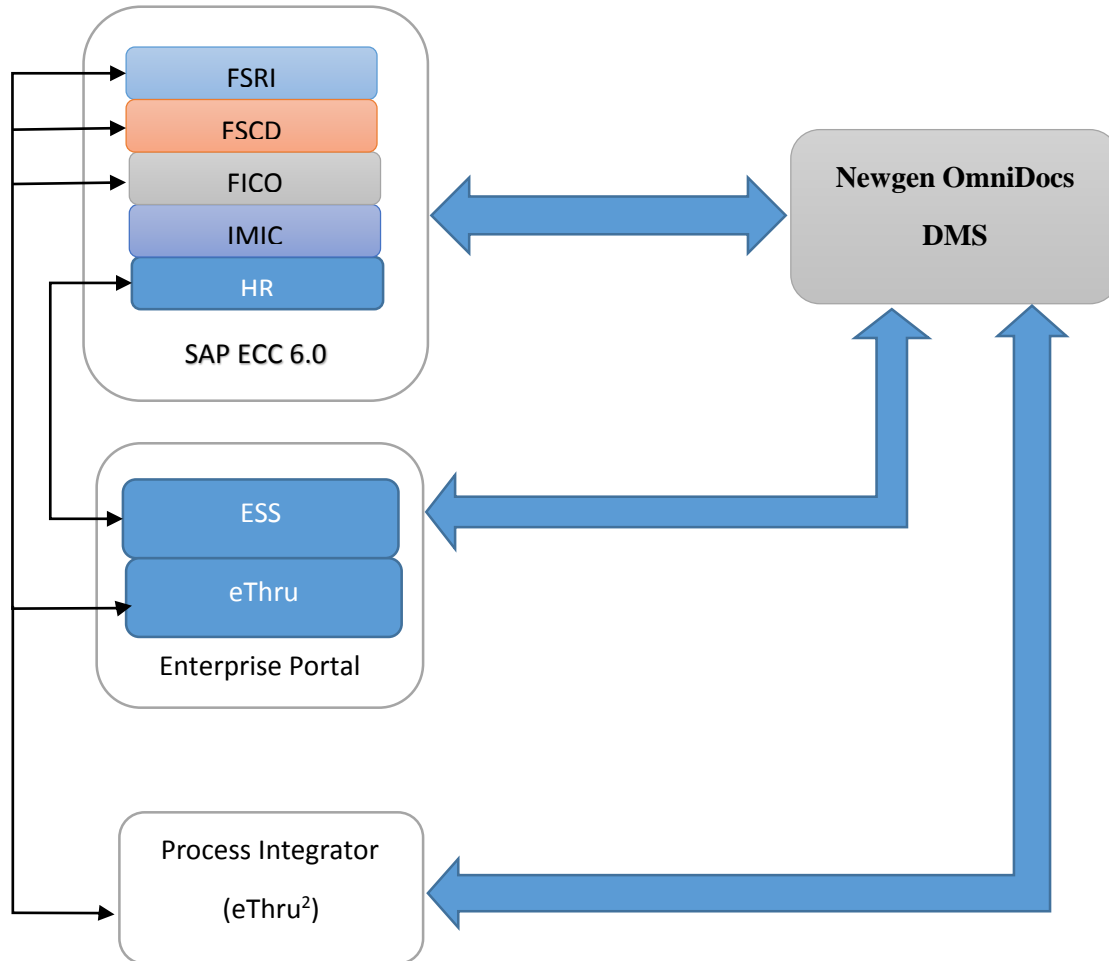


Fig 2: Proposed Logical diagram for SAP DMS integration.

## 2.3. Using existing System Landscape for implementation

GIC Re has the following licenses for DMS

- 75 licenses of Omni Acquire (Omni Acquire is used to push e-mail to DMS)
- 400 user licenses for OmniDocs software (OmniDocs is the enterprise content management suite (ECM) for creating, capturing, managing, delivering and archiving large volumes of documents and contents)
- 10 OmniScan licenses for scanning services and indexing purpose.

The SAP DMS Integration project is expected to be implemented on the hardware in the existing system landscape described in figure 1 above using the existing software application stack. The selected bidder is required to create a new UAT environment for testing before implementing in production environment. In case the bidder proposes additional hardware, devices or software for implementation of the integration project including UAT environment, the cost for the same should be included in the commercial bid within the overall quote for the project and the bidder would be

responsible for supplying the same to GIC Re.

## 2.4. SAP-DMS connector license requirement

The additional product license requirement for image enablement is estimated as follows & the selected bidder is required to include the license cost in commercial bid:-

Sr. No.	Category	Item	Description	No of Units
1	Product License	Newgen OmniDocs - SAP DMS Connectors	For Image Enablement - Total five SAP modules are in scope - RI, CD, FI, HR, IMIC (CFM)	5
2	Product License	Newgen OmniDocs Application Connectors (20 connector Pack)	To establish connection with Third party applications: i) 16 connectors for 16 Tcodes with SAP ii) 4 connectors for Integration with Web Portal, SAP Gateway	20

Bidder is required to include the license cost of the above mentioned number of connectors and module adapters in the commercial bid for both the Data Centre and the DR site environment. In case additional connector licenses are required over and above these numbers, these would be identified during the implementation phase and will be separately procured by GIC Re at its own cost. The cost of additional connector licenses (5 connector pack) should be indicated in part II of Annexure III. However the cost of the additional licenses will not be included in the total cost for the purpose of determining financial score as explained in point 10.8 of the Procedure for processing the tender document in Section-II of this RFP.

## 3. SCOPE OF WORK

### 3.1. SAP-DMS Integration

The following SAP Modules need to be integrated with the OmniDocs, Omni Acquire software

- FS-RI (Re-Insurance),
- FS-CD (Collections & Disbursement),
- FI-CO (Financial Accounting/controlling),
- HR (Human Resource),
- IMIC (Investment Management Investment Control)

The integration of DMS with SAP should be Module specific. For example the users from FSRI module should be able to access document only related to Reinsurance & so on.

Image Enablement Solution is identified for the following SAP transaction codes and the same

should also enable in display mode.

The module wise Transaction Codes for DMS integration:-

**Financial Services – Reinsurance (FS-RI)**

1. Business Partner
  - a. BP – Maintain business partner
2. Treaty (Life & Non Life)
  - a. /MSG/R\_V2 – Change & /MSG/R\_V3 – Display
  - b. /MSG/R\_L2 – Change & /MSG/R\_L3 – Display
3. Facultative (Policy & Object Mgmt)
  - a. /MSG/H\_FINA1 - Create/Edit/Display RM Account
  - b. /MSG/H\_OBJ01 - Create/Edit/Display Object
4. Loss (Reinsurance Claims)
  - a. /MSG/R\_U2 - Change Loss & /MSG/R\_U3 - Display
5. Account (Treaty & Facultative)
  - a. /MSG/R\_A2 – Change & /MSG/R\_A3 - Display

**FI – Financial Accounting**

1. FB02 - (Financial Accounting- General Ledger- Document-FB02 - Change)

**FS-CD – Financial Services Collections/Disbursements**

1. FPE2 – Change

**Human Resources & ESS (Employee Self Service)**

1. PA30 – Maintain
2. ESS Services (Reimbursements, declarations & employee self-services)

**Investment Management (Treasury and Risk Management)**

1. FWZZ – Class
2. Securities – Trading - TS02 - Change & TS06 - Display
3. Financial Accounting - General Ledger- Document-FB02 Change & FB03 Display
4. Bank Transactions -Money Market - Commercial Paper (TM32 - Change & TM33 – Display)
5. Bank Transactions - Money Market - Fixed-Term Deposit (TM02 - Change & TM03 – Display)
6. ZANALYST - To generate a registration number for each purchase & Sale (Custom developed)



7. ZPLANNER – For Daily planning (Custom developed)

**3.2. SAP-DMS: Workflow Integration**

SAP workflow is implemented in GIC Re especially in Financial Accounting, FS-Reinsurance Module & Human Resources. The purpose of this project is to enable view and/or insertion, deletion, storing, retrieval and linking key data elements from the transaction record of the respective system generated and user specified documents / images / emails/ attachments during every stage/step of the workflow approvals. SAP Workflow has already made provision by providing the link to call respective T-codes to view the T-code screen. The documents / images / emails/ attachments to be stored in the DMS should be possible to be linked and viewed through SAP T-code following the implementation of this project. It should also be possible to search and link with key data elements the documents that may be already stored in the DMS application with a transaction record from the SAP T-code screen.

Selected Bidder will need to enable the integration from within the respective SAP T-code. Users should be able to manage attachment of additional documents with links through the SAP T-codes at any stage of the transaction processing in the workflow. For e.g. there is a specific requirement of adding process sheets (PDF documents) generated in SAP workflow in specific SAP T-code. These documents will be added by system (SAP workflow). SAP workflow will temporarily store these documents till the workflow is in progress. Once the workflow has reached its final stage it will push the final updated process sheet using standard Archive Link of SAP to be enabled in this integration project. If multiple process sheets are generated during the workflow, these process sheets should also be stored in DMS repository with audit trail and history of the document.

For the T-codes under Reinsurance module there is a specific requirement to be addressed while creating the integration. The document integration has to be configured at sub level for each transaction.

The basic requirement is to link the document at sub levels. In case a user is at the involvement level he should only be able to view the documents related to that specific involvement for the relevant Period and Section and not all the documents under the Treaty or Facultative master header record

This will require implementation of the functionality to pass specific parameters / attributes of the relevant period / Involvement / section level to store, link and retrieve the relevant documents to/from the DMS system. Based on the above parameters the document will be linked to respective unique number in SAP, and it will be available in respective T-code in attachment list.

Note: The scope of work under this project may require modification or enhancement of the implemented SAP workflow processes to enable passing of the required search parameters wherever necessary e.g. along with PDF document (Process sheet)

### **3.3. DMS – SAP ESS, eThru, eThru<sup>2</sup> Application**

#### **3.3.1. SAP Employee Self Service (ESS)**

Employee Self Service has been implemented on the SAP Enterprise Portal. The SAP HR module is configured with ESS. User should be able to view, change, and upload attachments and system generated forms/documents using ESS.

#### **3.3.2. eThru**

The eThru application implemented in Phase I since September 2011 presently provides a portal based WebDynpro Java application. Interfaces using Java Web Forms are made available to the identified business partners of GIC Re to provide some part of the transactional data based on the ACORD message structure. The processes implemented are technical accounting, claims, Facultative proposal and treaty placing. Development Components type is the Composite Application Services in SAP NW. Service definitions in the Enterprise Services Repository and the Integration Server of SAP PI middleware provide for the routing of the data to the SAP ECC system in a file to RFC/BAPI scenario. The Portal application allows the attachment of multiple documents to a transaction record on the portal by the business partner which is processed by GIC Re users for sending to the SAP ECC system. The attachments are at present manually downloaded by the GIC Re user and subsequently uploaded to the DMS application.

#### **eThru Scenarios**

1. Placement (approximately 10 per day with attachments across any of the following)
  - a. **Treaty and Facultative**
    - i. New
    - ii. Renewal
    - iii. Endorsement
2. Claims (approximately 5 per day with attachments across any of the following)
  - a. **Treaty and Facultative**
    - i. PLA (Preliminary Loss Advice)
    - ii. RLA (Revised Loss Advice)

iii. SLA (Settlement Loss Advice)

3. Technical Accounts (approximately 50 per day with attachments across any of the following)
  - a. **Treaty Accounts and Facultative Accounts**
4. Settlements (approximately 5 per day with attachments)

Documentation related to technical specification of the development objects in the SAP PI middleware will be shared with the bidder selected for implementation of the project.

The scope of work under the SAP-DMS Integration and Support Services project would include the following:

- Modification of the Portal application to trigger DMS – eThru integration whenever GIC Re user processes a transaction record to create a record in SAP ECC system using the ‘Send to SAP’ button.
- DMS integration would involve automation of the movement of the attachment documents from the Portal to the DMS system.
- Using the key data elements generated by the SAP ECC system and the Portal record to enable linkage of the attachment documents in the DMS system to the record created in the SAP ECC system.
- View attachment documents through eThru Portal using Web API to fetch from DMS.
- From within the SAP ECC system at the relevant level, the record created by the Portal application should be able to retrieve and display the attachment documents from the DMS application in the same manner as a non-eThru record is expected to provide following the implementation of the DMS-SAP integration.

### 3.3.3. eThru Web service Gateway (eThru<sup>2</sup>)

In October 2013, GIC Re has implemented, Phase II of the eThru application by setting up a Web Services Gateway certified by ACORD which is the global standards body for electronic exchange of insurance data. The gateway is certified for the following:

- ACORD AMS 1.4.3 Schema version 2010.2C
- ACORD RLC eBOT 1.4.3 Schema version 2010.2C
- ACORD RLC eCOT 1.1.2 Schema version 2010.2C
- ACORD RLC Placing (Firm Order) Schema version 2009-1
- ACORD DRI Pull Schema version 1.2

The ACORD Document Repository Interface (DRI) standard enables transfer of documents reliably between partners, either separately from Reinsurance & Large Commercial (RLC) XML messages or as part of a transaction message payload with full audit trails regarding delivery and receipt and linkage with the individual claim, placement or account transaction. The DRI implementation through the web services gateway provides capability to receive, retrieve and send attachment documents as part of the transaction message payload or through ftp or url links provided as part of the transaction message payload in respective processes.

Both RLC and DRI standards would use the ACORD SOAP Messaging Service (AcordMsgSvc or AMS) version 1.5 as the transport mechanism for XML messages.

The scope of work in the SAP-DMS Integration and Support Services project would include setting up and configuring the OmniDocs Web Services for integration of the OmniDocs DMS for the storage and retrieval of documents with key links to the transaction record created from the message payload passing through the Web Services gateway.

Document Repository operations expected to be implemented as part of the scope of work would include:

- The proposed solution is expected to use the existing SAP PI infrastructure to deploy web services to do integration with eThru Web services gateway. Bidder may be required to make changes to the existing web services application or create new web services to enable this integration.
- This web services will be used to add the documents from gateway to Omni Docs. Along with set of documents it will also pass the attributes (unique parameters, data elements and data class). These attributes will be used to store the documents in Omni Docs.
- Request and Response related to 'Upload', 'Notify', 'Download', 'Push', 'Pull' and 'Search and Pull' Repository interface operations
- Ability to exchange documents as part of the business payload messages as a single communication envelope
- Download or retrieval of the document using a URL supplied with the notification
- To carry out synchronous and asynchronous processing of business messages
- Support for different formats of documents
- Audit trails regarding delivery and receipt and linkage with the business message using document attributes, references and identifiers
- Indexing documents based on RLC standards

- Overall there are four processes involved which requires above integration for the gateway application and they are :
  - a. Placement (for Reinsurance Treaty and Facultative modules)
  - b. Reinsurance Claims
  - c. Technical Accounting for Treaty and Facultative accounts
  - d. Financial Accounting for Settlements
- For every process listed above it may have different identifier / attributes. i.e. may have different data class for every process or sub-process.
- Once the document is added from gateway using Omni Docs web service, it will be linked with respective T-codes (SAP Archival integration). However, the minimum attributes required to link the document has to be passed by Gateway. Final data class and their values for every process and sub-process can be decided during implementation phase.

### **3.4. Comprehensive standard operating procedure**

The successful bidder is expected to design a comprehensive standard operating procedure for the SAP-DMS Integration and Support Services project. This would involve the following scope of work:

- Requirement gathering for identifying document lifecycle relating to each process of the SAP-DMS Integration and Support Services project.
- Suggesting business process reengineering wherever necessary to ensure successful implementation of the project and to eliminate any scope for bypassing the standard operating procedure.
- Designing comprehensive standard operating procedure manual for the project.

### **3.5. Disaster Recovery site**

GIC Re has the DR site at Chennai. The selected bidder is expected to create SAP DMS integration at DR site. The user should be able to access DR site smoothly in case of disaster. The replica of same setup should be created by selected bidder. The selected bidder should include DR site implementation setup cost and connector license requirements, if any, in the commercial bid.

### **3.6. AMCs in place and its Scope**

The following services are in place with Newgen at present and will come up for renewal in March

2014. The selected bidder is required to take over the AMC services thereafter as part of this project.

	AMC	Details	Period
1	One Onsite Support Engineer	User Queries resolution, preventive maintenance, system administration, operational assistance, database / application server administration for OmniDocs DMS application	1 year
2	Scanning services including scanning devices	Scanning and indexing of per size of document (A4 size, A3 Size , Simplex scanning) with multiple indexing parameters ( Up to 20 characters per index) <ul style="list-style-type: none"> <li>• Number of scanner = 2</li> <li>• Number of Resources = 2 Persons</li> <li>• Estimated Volume = 5 Lakh pages for year 2013.</li> </ul>	1 year

The cost of the AMCs should be included in the commercial bid:

Bidder is required to indicate the cost of providing Scanning and indexing services including scanning devices to be provided by the bidder on a per page basis (in part II of Annexure III). However the cost of this service will not be included in the total cost for the purpose of determining financial score as explained in point 10.8 of the Procedure for processing the tender document in Section-II of this RFP.

### Important Dates

Event / Activity	Date / Time
Release of Request for Proposal (RFP)	03:00 PM , January 20, 2014
<b>Last Date for Submission of Sealed Tender Bids</b>	<b>03:00 PM, February 12, 2014</b>
Opening of prequalification and Technical Bids	03:30 PM, February 12, 2014
Presentation by individual bidders	<b>If required date will be intimated.</b>
Opening of Commercial Bids	<b>To be intimated</b>

**SECTION – II**

**INSTRUCTIONS / GUIDELINES TO BIDDERS**

**1. BINDING TO ALL TERMS & CONDITIONS**

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

**2. SUBMISSION OF BIDS**

The Tender bid offer should be submitted in one sealed envelope superscribed

**“BID FOR Implementation of SAP-DMS Integration and Support Services”**

which should in turn contain three sealed envelopes super scribed as: -

Prequalification Criteria	Envelope ‘A’
Technical bid	Envelope ‘B’
Commercial bid	Envelope ‘C’

The bids have to be submitted as per the prescribed formats annexed to this tender document and each page of the bid has to be initialed by an authorized official along with the Company seal.

**Envelope ‘A’**

Envelope ‘A’ should contain prequalification criteria as Annexure I and EMD of INR 3,00,000 (Rupees Three Lakhs) in the form of the DD / Pay Order or through RTGS into the account of "**General Insurance Corporation of India**" as per details below:

Sr. No.	Details of Bank Account	
1	Type of Account	Current
2	Account Number	001020100010245
3	Name of the Bank	Bank of India
4	Name of the Branch	Churchgate, Mumbai
5	Address of Branch	Eros Building, Churchgate, Mumbai – 400 020
6	MICR Code No.	400013014
7	IFSC Code No.	BKID0000010

### Envelope 'B'

This envelope should contain the Technical Bid with two photocopies of the same. Each of these should be enclosed in **separate sealed** covers and marked Technical Bid - “Original”, “First Copy” and “Second Copy” respectively.

The technical bid should provide detailed information covering the following:

### Description of the proposed solution

Bidders may provide detailed description of the proposed solution architecture and components aimed at meeting the requirements covering:

- Description of the proposed solution architecture
- Integration with back-office system
- Security standards
- Specifications of extra hardware if required.
- Specifications and licensing details of extra software if required.

### Experience of the Firm

Bidder may provide detailed description of similar projects, particularly in the areas of Newgen OmniDocs DMS- SAP integration and DMS integration with Web Services Gateway solution highlighting:

- Project scope, duration, client profile, references
- Area of SAP- DMS Integration
- Description of the solution architecture
- Usage of Security standards

### Methodology, Work plan

- Implementation Approach, best practices proposed
- Project organization and management structure
- Project Plan
- Deliverables
- Testing methodology
- Post go-live support
- Methodology and staffing for maintenance support



### Key Personnel for the assignment

- Proposed team size and composition
- Number of Resources to be deployed on-site and off-site
- Profiles highlighting
  - SAP experience: R/3, ECC, Net weaver
  - Newgen OmniDocs, OmniFlow experience
  - DMS integration with SAP
  - Programming experience: ABAP, ABAP Webdynpro, Java Webdynpro, core Java, JDK, JSP, EJB, AJAX, XML, etc.
  - Web Services Security experience
  - Relevant Projects implemented
  - Oracle Database Administrator

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

### Training and Change Management

- Training methodology
- User documentation, System documentation

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

This envelope should also contain the following:

2.1. Electronic version of the technical proposal  
(In MS Word/Excel/Power Point/PDF/Scan)

**2.2. Blank copy of Commercial Bid**

**Please include a copy of the Commercial bid with the prices blanked out.** This is to ensure consistency in the format of submission of the commercial bid and preventing the

inclusion of additional terms or conditions by the bidders. Please do not show any pricing information on this sheet.

2.3. Other supporting documents, if any

### **Envelope ‘C’**

This envelope should contain the Commercial bid as per the form given in Annexure-III along with two photocopies of the same. Each of these should be enclosed in **separate sealed** covers and marked Commercial Bid - “Original”, “First Copy” and “Second Copy” respectively.

### **3. PLACE AND TIME OF SUBMISSION**

The Tender Offer as indicated above should be addressed to the department of Information Technology Management Group and should be deposited in the tender box kept at the following address:-

General Insurance Corporation of India,  
ITMG Department, 1st Floor, Suraksha,  
170 J. Tata Road, Churchgate,  
Mumbai - 400 020.

Phone: +9122 22867166

Email: [plobo@gicofindia.com](mailto:plobo@gicofindia.com); [itmg@gicofindia.com](mailto:itmg@gicofindia.com)

Tender Bids should be submitted by 03.00 P.M. on 12.02.2014. GIC Re will not be responsible for delay in submission of the tender document under any circumstances. GIC Re shall not be responsible for delayed delivery or non-delivery of Tender bids that are sent by post or courier. If the last date for submission of tender is declared a holiday by the authorities then the tender can be submitted on the next working day before 5.00 p.m.

Last Date for submission of Tender Bids	<b>03:00 PM, February 12, 2014</b>
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### **4. EARNEST MONEY DEPOSIT (E.M.D.)**

- Every bidders has to submit EMD of INR 3,00,000/- (Rupees Three Lakhs)
- The EMD will not carry any interest.

### **5. FORFEITURE OF E.M.D.**

- a) The EMD made by the bidder will be forfeited if they withdraws the tender after acceptance by GIC Re; or
- b) Withdraws the tender before the expiry of the validity period of the tender; or
- c) Violates any of the provisions of the terms and conditions of the tender.

#### **6. REFUND OF E.M.D.**

- a) EMD of the successful bidder shall be considered as Performance Guarantee Amount after signing of the agreement and shall be refunded after completion of the contract period.
- b) In case of rejection of tender / unsuccessful tender, the EMD will be refunded to the bidders after intimation of rejection.

#### **7. REJECTION OF TENDERS**

The tender is liable to be rejected due to any one of the following reasons -

- a. If it is received after the expiry of the due date and time.
- b. If it is not received in sealed condition as specified.
- c. If the bid is conditional.
- d. If it is not in conformity with the instructions mentioned herein.
- e. If it is not properly signed by the tender bidder as required.
- f. If it is incomplete including non-furnishing of the requisite documents.

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

#### **8. VALIDITY OF TENDERS**

Bids should be valid for acceptance for a minimum period of at least 90 days from the date of opening of tender. The validity may be extended by mutual consent. Offer with lesser validity period would be rejected.

#### **9. CURRENCY AND TYPE OF CONTRACT**

Price for the project shall be in Indian Rupees. The contract shall be awarded on Lump Sum (Firm, Fixed Price) basis. The price quoted by the bidder should be inclusive of all expenses, taxes, duties, levies, out of pocket expenses, etc. No separate reimbursement of any kind will be provided beyond the firm fixed price. GIC Re would be entitled to levy, deduct tax on payments as applicable in India.

## **10. PROCEDURE FOR PROCESSING THE TENDER DOCUMENT**

- 10.1. Envelope 'B' containing Technical bids would be opened on the specified date of only those bidders who have met the Pre-Qualification criteria. The authorized representative should bring a letter on company's letterhead authorizing him to attend the Technical bid opening.
- 10.2. The documents submitted by the bidders would be evaluated by the Technical Committee of GIC Re.
- 10.3. Bidders may be invited to make a presentation of their technical proposal to the Technical Committee on the date/time to be intimated
- 10.4. The committee will award marks for the technical proposal of each bidder according to the scheme of marks indicated in Annexure II
- 10.5. The technical proposal of the bidder getting the highest marks will be ranked as T-1 and the next highest will be ranked as T-2, T-3, etc.
- 10.6. A maximum of 3 (three) bidders i.e. those ranked T-1, T-2 and T-3 will be shortlisted for opening of their commercial bids
- 10.7. Envelope 'C' containing Commercial bids would be opened of only those bidders who have been short-listed. The time and the date would be intimated to the shortlisted bidders at a later date. The authorized representative should bring a letter on company's letterhead authorizing him to attend the Commercial bid opening
- 10.8. Commercial bid with the lowest cost will be given a financial score of 100 and other proposals will be given a financial score that is inversely proportional to their price.
- 10.9. The technical proposal will be allotted a weightage of 70% while the commercial bid will be allotted a weightage of 30%
- 10.10. The total score, both of the technical and financial, shall be obtained by weighing the technical and commercial bid as above and aggregating the same. On the basis of the combined weighted score for technical and commercial bid, the bidders will be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score will be ranked as H-1 and the next highest will be ranked as H-2, H-3, etc. (Refer Annexure IV for example of selection methodology)
- 10.11. The bidder securing the highest combined marks and ranked H-1 will be identified as the successful bidder

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

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

## **11. DELIVERY SCHEDULE, PAYMENT TERMS& POST GO-LIVE SUPPORT**

The stipulated delivery schedule is as follows: -

- 11.1. The successful Tender bidder should deliver and implement the complete project within a period of 3 to 5 months from the date of issuance of purchase order.
- 11.2. Bidders may however suggest an alternative delivery schedule at the same total cost.
- 11.3. Bidders are required to provide Post Go-Live as well as Maintenance Support for the entire project involving SAP DMS integration, eThru Portal application integration and integration with DMS-Web service gateway for a period of one year from the actual Go-Live date. The Annual Maintenance Cost for the one year period should be indicated separately as required in the Commercial Bid format and will be included in the total cost for the purpose of clause 10.8 above
- 11.4. Payment terms are as follows:
  - **50% on completion of the Functional Specification milestone sign-off.**
  - **50% on completion of the project.**
  - AMC cost will be paid quarterly on receipt of the invoice at the beginning of each quarter during the year

## **12. AGREEMENT**

The successful bidder would be required to enter into a Professional Services Agreement and provide Performance Bank Guarantee as mutually agreed to with GIC Re. Draft copy of proposed agreement is attached at Annexure V.

## **13. PENALTY**

In the event of delay in execution of the project by the successful bidder i.e. after the expiry of the period as agreed by both the parties, a penalty deduction at a percentage value of the project subject to a maximum of 10% (ten percent) as detailed below would be levied:

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

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

#### **14. TERMINATION OF CONTRACT**

GIC Re shall have the unilateral right to terminate any contract(s) formed between GIC Re and the successful bidder(s) by giving thirty (30) days written notice. Termination may result from nonperformance, product quality, failure to meet warranty/service commitments, inadequate technical expertise, business failure, etc.

#### **15. SUB-CONTRACTING**

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

#### **16. DISASTER RECOVERY SUPPORT**

The successful bidder is expected to implement the DMS integration project at GIC Re in the System Landscape with fail-over provision to servers at GIC Re's Disaster Recovery site.

#### **17. 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 project 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.

GIC Re will retain exclusive rights to the usage of the name, logo and branding of the 'eThru' application name. Further, GIC Re would be entitled to extend or roll out the implemented solution arising from this project to any number of its other business partners without any reference to the successful bidder.

#### **18. 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 with GIC Re as necessary to gain such understanding. GIC Re reserves the right to disqualify any bidder who demonstrates less than such understanding. Further, GIC Re reserves the right to determine, at its sole discretion, whether the

bidder has demonstrated such understanding. That right extends to cancellation of award if award has been made. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever to GIC Re.

## **19. 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.

## **20. GENERAL**

GIC Re reserves the right to:

- 20.1 Accept / reject any or all of the bids submitted by a bidder, without assigning any reasons thereof.
- 20.2. Add, modify, relax or waive any of the conditions stipulated in the bid whenever deemed necessary

**Annexure I**

**Pre-Qualification Criteria**

The Corporation will evaluate proposals, and select the firm on the basis of following criteria.

1. Bidder should be a company incorporated under Indian Companies Act, 1956.
2. Bidder should have been in operation for a period of at least 3 years as evidenced by a Certificate of Incorporation or Certificate of Commencement of Business issued by a Registrar of Companies.
3. Bidder should have had an annual turnover of INR 50 crore (Rupees Fifty crore) or more during latest accounting year. Provide a copy of the firm's most recent audited (2012-13) financial statements.
4. Bidder should have prior experience of providing SAP – DMS (preferably Newgen OmniDocs) integration solution. Provide client references, including the name and telephone number of a contact person whom the Corporation may call.

SR. NO	ITEM	INFORMATION TO BE FURNISHED BY THE BIDDER
1	<b>Name of Organization:</b>	
2	<b>Type of organization:</b> (Pvt. Ltd. / Public Ltd, etc.)	
3	<b>Year of establishment</b>	
4	<b>Address (including telephone numbers and email-id)</b>	
5	<b>Name of the official in charge of this bid with phone / mob. Nos.</b>	
6	<b>Nature of business</b>	(I)  (II)  (III)



SR. NO	ITEM	INFORMATION TO BE FURNISHED BY THE BIDDER			
		Name and address of organization	Name of Modules	Tenure of project	Contract value (Rs. lakh)
7	<b>Details of current SAP - DMS Integration Implementation</b>				
8	<b>Annual turnover during the last financial year</b>				

**Notes:**

1. The documents as listed above should be of the same company and not of corporate / group / affiliated / associate company.
2. On request original documents should be produced failing which the tender would be liable for rejection.
3. GIC Re reserves the right to independently verify the claims of the bidder.

**Annexure II**

**TECHNICAL PROPOSAL SCHEME OF MARKS**

Name of Bidder:

<b>SR. NO.</b>	<b>PARAMETERS</b>	<b>MAXIMUM MARKS</b>
1	<b>Experience of the Firm</b>	40
2	<b>Methodology, Work plan</b>	20
3	<b>Suitability of the Key Personnel for the assignment</b>	30
4	<b>Capability for Training and Change Management</b>	10
	<b>Total</b>	<b>100</b>

**Annexure III**

**COMMERCIAL BID**

Part I

**Request for Proposal (RFP) for SAP- DMS integration and services**

Sr. No.	Item	Price in Indian Rupees
1.	Development and Implementation charges for SAP-DMS Integration	
2.	Cost of Extra Hardware if required (provide detailed specifications with Part Numbers in the Technical Bid)	
3.	Cost of Extra Software if required (provide detailed specifications with Part Numbers in the Technical Bid):	
	1. Newgen OmniDocs - SAP DMS Module Connectors/Adapters (5 units)	
	2. Newgen OmniDocs Application Connectors (20 connector Pack)	
4.	Maintenance Support including One Onsite Support Engineer for existing environment and integration scope (1 year)	
5.	All Taxes as applicable	
6.	Other (please specify)	
<b>7.</b>	<b>Grand Total</b>	

Part II

**Rate List**

Sr. No.	Item	Price in Indian Rupees
1.	Scanning and indexing with multiple indexing parameters (per page rate) i. A4 size ii. A3 Size	
2.	Newgen OmniDocs Application Connectors (5 connector Pack)	

Date:

**Signature and Seal of Authorized Signatory**

**Annexure IV**

**EXAMPLE OF SELECTION METHODOLOGY**

As an example, the following procedure will be followed.

The weightage of the technical bids and financial bids is kept as **70:30**. In response to the RFP, say 4 proposals, A, B, C & D were received. **The Technical Evaluation Committee awarded them 85, 80, 75 and 60 marks for the technical bid respectively, thereby ranking them as T-1, T-2, T- 3 and T-4 respectively.**

The financial proposals of top three technically ranked bidders, i.e. T-1, T-2 and T-3 were opened. The committee examined the financial proposals and evaluated the quoted prices as under:

Proposal	Evaluated Cost
A	Rs.120
B	Rs.105
C	Rs.115

Using the formula  $LEC / EC$ , where LEC stands for lowest evaluated cost and EC stands for evaluated cost, the committee gave them the following points (rounded to nearest two decimal places) for financial proposals:

A :  $105 / 120 * 100 = 87.50$  points

B :  $105 / 105 * 100 = 100.00$  points

C :  $105 / 115 * 100 = 91.30$  points

In the combined evaluation thereafter, the committee calculated the combined technical and financial score as under:

Proposal	Technical Score	Financial Score	Technical Score at 70% weightage	Financial Score at 30% weightage	Combined Score
A	85	87.50	59.50	26.25	85.75
B	80	100.00	56.00	30.00	86.00
C	75	91.30	52.50	27.39	79.89

The three proposals in the combined technical and financial evaluation were ranked as under:

Proposal B: 86.00 points : H-1

Proposal A: 85.75 points : H-2

Proposal C: 79.89 points : H-3

Proposal B at the evaluated cost of Rs.105 was, therefore, declared as winner and recommended for negotiations/approval to the competent authority.

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**Annexure V**

**Draft Agreement**

General Conditions of the Contract

This CONTRACT is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_ by and between GIC Re, of the one part and Bidder, a company registered under the companies Act having its registered office at \_\_\_\_\_ referred to as the “Service Provider” on the other part.

Whereas GIC Re is desirous of appointing a service provider for implementation of SAP- DMS Integration and Support Service conforming to specifications as per the scope of work in RFP documents.

And whereas GIC Re has called bids from eligible bidders

And whereas the service provider has submitted his tender which has been considered as appropriate by GIC Re based on the documents and commercial bid submitted by the service provider during the tendering process.

And Whereas the service provider represents that he has the necessary experience for implementation of SAP-DMS Integration and Support Services as referred to herein and has submitted the bid for providing the required services against Tender No..... all in accordance with the terms and conditions set forth herein and any other reasonable requirements of GIC Re from time to time.

And Whereas GIC Re has accepted the bid of the Service Provider and has issued Letter of Intent /Notification of Award, vide its Purchase order \_\_\_\_\_ Dated\_\_\_\_\_.

Now it is hereby agreed to, by and between the parties as under:

Definitions:

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

- a. “Confidential Information” means any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties, a third party or any information with regards to any taxpayer, or any other person who is covered within the ambit of any commercial taxes legislation including any such information that may come to the knowledge of the Parties hereto / Bidder’s Team by virtue of this Contract that:
  - i. is by its nature confidential or by the circumstances in which it is disclosed confidential; or

- ii. is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality;
  - iii. but does not include information which is or becomes public knowledge other than by a breach of this Contract;
- b. “Contract” means the Agreement entered into between GIC Re and the “Service Provider” as recorded in the Contract form signed by GIC Re and the “Service Provider” including all attachments and Annexes thereto, the Tender and all Annexes thereto and the agreed terms as set out in the bid, all documents incorporated by reference therein and amendments and modifications to the above from time to time;
- c. “Document” means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes or and databases or microfilm or computer generated microfilm.
- d. “Effective Date” means the date on which this Contract is signed and executed by the parties hereto. If this Contract is executed in parts, then the date on which the last of such Contracts is executed shall be construed to be the Effective Date;
- e. “Intellectual Property Rights” means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights;
- f. “Kick off Meeting” means a meeting convened by GIC Re to discuss and finalize the work execution plan and procedures with Service Provider.
- g. The “Service Provider” means the company with whom the order has been placed for implementation of SAP-DMS Integration and Support Services as specified in this tender/contract.
- h. “SAP-DMS Integration Team” means the successful Service Provider who has to provide services to GIC Re under the scope of this Contract. This definition shall also include any and/or all of the employees of Service Provider, their authorized agents and representatives or other personnel employed or engaged either directly or indirectly by the Service Provider for the purposes of the Contract.
- i. “Gross 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 such person or entity knew, or should have

known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property,

- j. “wilful misconduct” means: “intentional disregard of good and prudent standards of performance or proper conduct under the CONTRACT with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.
- k. “Parties” means GIC Re and the Service Provider and “Party” means either of the Parties;
- l. “Service” means facilities/services to be provided as per the requirements specified in this tender document and any other incidental services, such as Supply, installation, implementation, maintenance, provision of technical assistance and other such obligations of the Service Provider covered under the Contract;
- m. “Service Specification” means and include detailed description, statements to technical data, performance characteristics, and standards as applicable and as specified in the Contract 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 project.
- n. “The Contract Price” means the price payable to the Service Provider under the Contract for the full and proper performance of the contractual obligations on its part

#### Interpretation

In this Contract unless a contrary intention is evident:

- a. the clause headings are for convenient reference only and do not form part of this Contract;
- b. unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
- c. unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;
- d. a word in the singular includes the plural and a word in the plural includes the singular;
- e. a word importing a gender includes any other gender;
- f. a reference to a person includes a partnership and a body corporate;
- g. a reference to legislation includes legislation repealing, replacing or amending that legislation;

- h. 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.
- i. in the event of an inconsistency between the terms of this Contract and the Tender and the Bid, the terms hereof shall prevail.

#### Conditions Precedent

- a. This Contract is subject to the fulfilment of the following conditions precedent by the Service Provider.
- b. Furnishing of an unconditional and irrevocable and continuing Bank Guarantee for Contract Performance of the sum of Rs. \_\_\_\_/- (10% of the total contract value), in a form of Bank guarantee in the format set out in Annexure <\_\_\_\_> which would remain valid for 12 months from the effective date renewable as may be stipulated by GIC Re.
- c. Obtaining of all statutory and other approvals required for the performance of the Services under this Contract
- d. GIC Re reserves the right to waive any or all of the conditions specified in 'a' above in writing and no such waiver shall affect or impair any right, power or remedy that GIC Re may otherwise have.

#### Representations & Warranties

In order to induce GIC Re to enter into this Contract, the Service Provider hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

- a. That the Service Provider has the requisite experience in implementation of SAP-DMS Integration and Support Services. The technical know-how and the financial wherewithal, the power and the authority that would be required to successfully provide the Services sought by GIC Re for the purposes of this Contract.
- b. That the Service Provider is not involved in any major 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 Contract.
- c. That the representations and warranties made by the Service Provider in the bid or will be made in this contract are and shall continue to remain true and fulfil all the requirements as are necessary for executing the obligations and responsibilities as laid down in the Contract and the



Tender and unless GIC Re specifies to the contrary, the Service Provider shall be bound by all the terms of the Bid and the contract through the term of the contract.

- d. That the Service Provider has the professional skills, personnel and resources/authorizations that are necessary for providing all such services as are necessary to fulfil the Scope of Work stipulated in the Tender and this Contract.
- e. 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.
- f. That the Service Provider shall use such assets of GIC Re as GIC Re may permit for the sole purpose of execution of its obligations under the terms of the Bid, Tender or this Contract. 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.
- g. That the Service Provider shall procure all the necessary permissions and adequate 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.
- h. That the execution of the Services and the Scope of work herein are and shall be in accordance and in compliance with all applicable laws.
- i. That all conditions precedent under the Contract has been satisfied.
- j. That neither the execution and delivery by the Service Provider of the Contract nor the Service Provider's compliance with or performance of the terms and provisions of the Contract:
  - will contravene any provision of any Applicable Law or any order, writ, injunction or decree of any court or Governmental Authority binding on the Bidder,
  - will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any Contract, 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 company.

- k. That the Service Provider certifies that all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including without limitation 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 the Contract have been made.
- l. 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 its services under this contract 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 contract 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 the contract 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 shall keep GIC Re indemnified in relation thereto.
- m. That time is the essence of the Contract and hence the Service Provider shall at all times maintain sufficient manpower, resources, and facilities, to provide the Services in a workmanlike manner on a timely basis.
- n. That its security measures, policies and procedures are adequate to protect and maintain the confidentiality of the Confidential Information.

That in providing the Services or deliverables or materials, neither Service Provider nor its agent, nor any of its employees, shall utilize information which may be considered confidential information of, or proprietary to, any prior employer or any other person or entity; Scope of work/contract:

Scope of the CONTRACT shall be as defined in the RFP and the Corrigendum / Addendum issued with respect to such RFP.

Duration of the Contract:

The CONTRACT shall remain valid for a period of a year from the effective date. Service Agreement will be minimum of 12 month and maximum of 36 months.

#### Contract Performance Guarantee

Within 7 days after the receipt of notification of award of the Contract from GIC Re the successful Bidder shall furnish Contract Performance Guarantee to GIC Re which shall be for an amount of Rs. (\_\_\_\_) shall be in the form of a Bank Guarantee Bond from a Nationalized Bank.

#### Reporting Progress

- a. Service Provider shall monitor progress of all the activities specified in the contract and submit free of cost monthly progress report about various aspect of the work to GIC Re. The service provider shall also make such reports / Executive summary etc. available to GIC Re on mutual agreement between both parties to change the periodicity of such reports. Extracts of the progress report to be termed, as “Executive Summary” shall be submitted, along with monthly progress report. The same is required to be submitted in soft copy as well.
- b. The services, and/or labour to be provided by the Service Provider under the Contract and the manner and speed of execution and maintenance of the work are to be conducted in a manner to the satisfaction of the representative of GIC Re in accordance with the Contract. Should the rate of progress of the work, compliance to the requirements of the service, or any part of the service at any time fall behind the stipulated time for completion or is found to be too slow to ensure completion of the works or insufficient for satisfactory operation of the SAP-DMS Integration and Support Services, GIC Re representative shall so notify the Service Provider in writing.
- c. The Service Provider shall reply to the written notice giving details of the measures he proposes to take to expedite the progress so as to complete the works by the prescribed time. 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 or the representative of 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 representative a revised programme showing the modification to the approved programme necessary to ensure completion of the works within the time for completion or steps initiated to ensure compliance/improvement to the stipulated requirements.
- d. In case during the implementation of the proposed SAP-DMS Integration and Support Services, 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. Programme for deployment of extra man power/ resources/

infrastructure will be submitted to GIC Re for its review and approval, which approval shall not be unreasonably withheld. All time and cost effect in this respect shall be borne, by the Service Provider unless otherwise expressly provided in the Contract.

#### Statutory Requirements

- a. During the tenure of this Contract nothing shall be done by the Service Provider in contravention of any law, act and/ or rules / regulations, there under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep GIC Re, indemnified in this regard.
- b. The Service Provider and their personnel / representative shall not without consent of GIC Re install any hardware or software not purchased / owned by GIC Re.

#### Contract administration

Either party may appoint any individual / organization as their authorized representative through a written notice to the other party. Each Representative shall have the authority to:

- a. exercise all of the powers and functions of his/her Party under this Contract other than the power to amend this Contract and ensure the proper administration and performance of the terms hereof; and
- b. Bind his or her Party in relation to any matter arising out of or in connection with this Contract.
- c. For the purpose of execution or performance of the obligations under this Contract, GIC Re representative would act as an interface with the nominated representative of the Service Provider. The Service Provider shall comply with any instructions that are given by GIC Re representative during the course of this Contract in relation to the performance of its obligations under the terms of this Contract and the Tender.
- d. A Committee comprising of representatives from GIC Re and the Service Provider shall meet on a monthly basis to discuss any issues / bottlenecks being encountered. The Service Provider shall draw the minutes of these meetings and circulate to GIC Re.

#### Right of Monitoring, Inspection and Periodic Audit

- a. GIC Re reserves the right to inspect and monitor/assess the progress / performance / maintenance of the SAP – DMS Integration and Support Services project at any time during the course of the Contract, after providing due notice to the Service Provider. GIC Re may demand and upon such demand being made, GIC Re shall be provided with any document, data,

material or any other information which it may require, to enable it to assess the progress of the project.

- b. GIC Re shall also have the right to conduct, either itself or through another Service Provider 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 / any other Service Provider appointed by GIC Re all documents and other details as may be required by them for this purpose. 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.

#### GIC Re Obligations

- a. GIC Re 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 the Contract. 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.
- b. GIC Re shall ensure that timely approval is provided to the Service Provider, where deemed necessary.

#### 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 Data Centre premises without prior written permission from GIC Re.
- b. The Service Provider shall adhere to the Information Security Policy developed by GIC Re.
- c. The Service Provider acknowledges that GIC Re business data and other proprietary information or materials, whether developed by GIC Re or being used by them 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 use reasonable 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 and that by reason of Service Provider's duties here under, Service Provider may come into possession of such proprietary information, even though Service Provider does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall 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 earliest, return any and all information provided to Service Provider by GIC Re including any copies or reproductions, both hard copy and electronic copy.

#### Insurance

- a. The Service Provider shall, at his own expense, arrange appropriate comprehensive insurance to cover all risks assumed by the Service Provider under this CONTRACT in respect of its personnel deputed under this CONTRACT. GIC Re will have no liability on this account.
- b. The Service Provider shall take out insurance policies against all risks of loss or damage caused to the equipment owned by GIC Re or acquired for GIC Re.

#### Indemnity

The Service Provider shall execute and furnish to GIC Re a Deed of Indemnity in indemnifying GIC Re from and against any costs, loss, damages, expense, claims, patents, trademarks, copyrights including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:

- a. any negligence or wrongful act or act of omission or omission by the Service Provider or any third party in connection with or incidental to this Contract; or
- b. Any breach of any of the terms of the Bid as agreed, the tender and this Contract by the Service Provider, the Service Provider's Team or any third party.
- c. The indemnity shall be to the extent of 100% in favour of GIC Re.

#### Confidentiality

- a. The Service Provider shall not use Confidential Information, the name or the logo of GIC Re except for the purposes of providing the Service as specified under this contract;
- b. The Service Provider may only disclose Confidential Information in the following circumstances:

- with the prior written consent of GIC Re;
- to a member of the Service Provider's Team ("Authorized Person") if:
  - the Authorized Person needs the Confidential Information for the performance of obligations under this contract;
  - the Authorized Person is aware of the confidentiality of the Confidential Information and is obliged to use it only for the performance of obligations under this contract and does not disclose the same to any person not connected with the performance of the contract or does not use the same to the detriment of GIC Re.
- c. The Service Provider shall do everything reasonably possible to preserve the confidentiality of the Confidential Information including execution of a confidentiality agreement with the members of the other service provider's team members to the satisfaction of GIC Re.
- d. The Service Provider shall sign a Non-Disclosure Agreement (NDA) with GIC Re. The Service Provider its antecedents and other Agencies shall be bound by the NDA. The Service Provider will be held responsible for any breach of the NDA by its antecedents, delegates or other Agencies appointed by him.
- e. The Service Provider shall notify GIC Re promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Contract or with the authority of GIC Re.
- f. The Service Provider shall be liable to fully recompense GIC Re for any loss of revenue arising from breach of confidentiality. GIC Re reserves the right to adopt legal proceedings, civil or criminal, against the Service Provider in relation to a dispute arising out of breach of obligation by the Service Provider under this clause.

#### Term and Extension of the Contract

- a. The term of this Contract shall be initially for a period of one year from the effective date.
- b. 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 1 month 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 is received by Service Provider from GIC Re before 1 month from the date of expiration of the contract it shall mean GIC Re does not intend to give extension to the contract.
- c. the Service Provider shall continue to perform all its obligations hereunder, until such reasonable time beyond the Term of the Contract within which, GIC Re shall either appoint an



alternative Agency/service provider or create its own infrastructure to operate such Services as are provided under this Contract.

#### Prices

- a. Prices quoted are firm and shall not be subject to any upward revision on any account whatsoever throughout the period of contract. GIC Re however reserves the right to review and negotiate the charges payable for the implementation / maintenance of the SAP-DMS Integration and Support Services at the beginning of the each year after the completion of the initial contract period of one year or at any time at the request of GIC Re whichever is earlier to incorporate downward revisions as applicable and necessary.

#### Change Orders/Alteration/Variation

- a. The Service Provider agrees that the project requirements given in specifications of the Bidding Documents are broad requirements and are in no way exhaustive and guaranteed by GIC Re.
- b. It shall be the responsibility of the Service Provider to meet all the requirements of Design criteria contained in the Bidding Documents.
- c. Any upward revision and/or additions consequent to errors, omissions, ambiguities, discrepancies in the specification and Drawings etc. of the Bidding Documents which the Service Provider had not brought out to GIC Re notice in his tender shall not constitute a change order and such upward revisions and/or addition shall be carried out by Service Provider without any time and cost effect to GIC Re.

#### Change Order

- a. The change order will be initiated only in case;
  - GIC Re directs in writing to the Service Provider to include any addition to the scope of work covered under this Contract or delete any part of the scope of the work under the Contract,
  - The Service Provider requests to delete any part of the work which will not adversely affect the operational capabilities of the SAP- DMS Integration and Support Services and if the deletions proposed are agreed to by GIC Re and for which cost and time benefits shall be passed on to GIC Re
  - GIC Re directs in writing the Service Provider to incorporate changes or additions to the Design Criteria requirements already covered in the Contract.



- b. Any changes required by GIC Re over and above the minimum requirements given in the specifications and drawings etc. included in the Bidding Documents before giving its approval to detailed design for complying with design criteria and changes required to ensure systems compatibility and reliability for safe (As per codes, standards and recommended practices referred in the Bidding Documents) and trouble free operation shall not be construed to be change in the Scope of work under the Contract.
- c. Any change order as stated in Clause 'a' comprising an alteration which involves change in the cost of the works (which sort of alteration is hereinafter called a "Variation") shall be the Subject of an amendment to the Contract by way of an increase or decrease in the Contract Price and adjustment of the implementation schedule if any.
- d. If there is a difference of opinion between the Service Provider and GIC Re representative whether a particular work or part of the work constitutes a change order or not, the matter shall be handled in accordance with the procedures set forth in Clause Procedures for Change Order.
- e. Within 14 working days of receiving the comments from GIC Re on the specification, purchase requisitions and other documents submitted by the Service Provider for approval, the Service Provider shall respond in writing, which item(s) of the Comments is/are potential changes(s) in the "Scope of work" of the tender document covered in the Contract and shall advise a date by which change order (if applicable) will be submitted to GIC Re.

#### Procedures for Change Order

- a. During implementation and subsequently, if the Service Provider observes that any new requirement which other than that required for meeting the design criteria is not specific or intended by the Contract has been stipulated by GIC Re while approving the specifications, purchase requisitions, other documents etc. he would verbally discuss the matter with the representatives of GIC Re.
- b. In case such requirement arises from the side of the Service Provider, he would also verbally discuss the matter with representative giving reasons therefore.
- c. In either of the two cases explained in Clause a and b of change order above, the representatives of both the parties shall discuss on the new requirement for better understanding and shall mutually decide whether such requirement constitutes a change order or not.
- d. If it is mutually agreed that such requirement constitutes a "Change Order" then a joint memorandum will be prepared and signed by the Service Provider and GIC Re to confirm a "Change Order" and basic ideas of necessary agreed arrangement.

- e. Upon completion of the study referred to above under Clause d, the results of this study along with all relevant details including the estimated time and cost effect thereof with supporting documents would be submitted to GIC Re to enable GIC Re to give a final decision whether the Service Provider should proceed with the change order or not in the best interest of the works. The estimated cost and time impact indicated by Service Provider shall be considered as a ceiling limit and shall be provisionally considered for taking a decision to implement change order. The time impact applicable to the Contract shall be mutually agreed, subsequently, on the basis of the detailed calculations supported by all relevant back up documents. In case the Service Provider fails to submit all necessary substantiation/calculations and back up documents, the decision of GIC Re regarding time and cost impact shall be final and binding on the Service Provider.
- f. If GIC Re accepts the implementation of the change order under Clause e above in writing, which would be considered as change order, then Service Provider shall commence to proceed with the relevant work stipulated in the change order pending final agreement between the parties with regard to adjustment of the Contract Price and the Implementation Schedule.
- g. In case, mutual agreement whether new requirement constitutes the change order or not, is not reached, then Service Provider in the interest of the works, shall take up the implementation of the work, if advised in writing to do so by GIC Re representative pending settlement between the two parties to the effect whether such requirement constitutes a change order or not as per the terms and conditions of Contract documents. The time and cost effects in such a case shall be mutually verified and recorded. Should it establish that the said work constitutes a change order; the same shall be compensated as per the clause “h” given below.
- h. The Service Provider shall submit necessary back up documents for the change order showing the break-up of the various elements constituting the change order for GIC Re review. If no agreement is reached between GIC Re and Service Provider within 60 days after GIC Re instruction in writing to carry out the change concerning the increase or decrease in the Contract price and all other matters described above, either party may refer the dispute to arbitration.

#### Suspension of Work

- a. The Service Provider shall, if ordered in writing by GIC Re for non-performance, temporarily suspend the works or any part thereof for such a period and such a time as ordered. The Service Provider shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Works as aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid shall be

granted to the Service Provider, if request for same is made and 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 terminate the Contract with mutual consent.

#### Tenure of Contract

Unless terminated earlier, pursuant to Clauses representation & warranties, the Contract shall terminate on the completion of term as specified in the Contract and only after the obligations mentioned in Clause consequence of termination are fulfilled to the satisfaction of GIC Re.

#### Payment Schedule

a. The contract amount price shall be equal to the amount specified in Commercial Bid. Payments will be released only on satisfactory acceptance of the deliverables for each Task as per the following schedule

Sr. No.	Payment Schedule	Fee Payable	Remarks
1.	Implementation		50% on FS milestone sign-off
2.	Implementation		50% on completion
3.	Annual Maintenance Charges		Quarterly at beginning of each quarter

b. All Payments shall be made in Indian Rupees only and will be subject to provisions of Clause Liquidated Damages.

#### Events of Default by the Service Provider

a. The failure on the part of the Service Provider to perform any of his obligations or comply with any of the terms of this Contract 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:

b. the Service Provider has failed to perform any thing as per any instruction or directive issued by GIC Re which it deems proper and necessary to execute the scope of work under the Contract, or

c. the Service Provider has failed to adhere to any of the Contract terms, or if the Service Provider has fallen 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 Contract. 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;

- d. the Service Provider has failed to remedy a failure to perform its obligations in accordance with the specifications issued by GIC Re despite being served with a default notice which lays down the specific deviance on the part of the Service Provider to comply with any stipulations or standards as laid down by GIC Re; or
- e. the Service Provider /Service Provider's Team has failed to conform with any of the Service/Facility Specifications/standards as set out in the scope of work of this Tender document or has failed to adhere to any amended direction, modification or clarification as issued by GIC Re during the term of this Contract and which GIC Re deems proper and necessary for the execution of the scope of work under this Contract
- f. the Service Provider has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Bid, the Tender and this Contract
- g. 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.
- h. The Service Provider / Service Provider's Team has failed to comply with or is in breach or contravention of any applicable laws.
- i. Where there has been an occurrence of such defaults inter alia as stated above, GIC Re shall issue a notice of default to the Service Provider, setting out specific defaults / deviances / omissions and providing a notice of Sixty (60) days to enable such defaulting party to remedy the default committed.
- j. Where despite the issuance of a default notice to the Service Provider by GIC Re the Service Provider fails to remedy the default to the satisfaction of the Service Provider, GIC Re may, where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to GIC Re.

#### Consequences in Event of Default

- a. Where an Event of Default subsists or remains uncured GIC Re may/shall be entitled to:
- b. impose any such obligations and conditions and issue any clarifications as may be necessary to inter alia ensure smooth continuation of Services and the project which the Service Provider shall be obliged to comply with which may include unilateral re-determination 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.

- c. GIC Re may, by a written notice of suspension to the Bidder, suspend all payments to the Service Provider under the Contract, provided that such notice of suspension:
  - d. shall specify the nature of the failure; and
  - e. shall request the Service Provider to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Service Provider
  - f. Where GIC Re deems necessary, it shall have the right to require replacement of any of the Service Provider's team member / Selected bidders with another suitable member to the satisfaction of GIC Re who shall execute such Contracts with GIC Re as GIC Re may require. Failure on the part of the Service Provider to find a suitable replacement 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.

#### Termination

GIC Re may, terminate this Contract in whole or in part by giving the Service Provider prior and written notice indicating its intention to terminate the Contract under the following circumstances:

- a. Where GIC Re is of the opinion that there has been such Event of Default on the part of the Service Provider which would make it proper and necessary to terminate this Contract and may include 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 Tender or under this Contract.
- b. 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 Tender or this Contract.
- c. 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 shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor Bidder/service provider, and to ensure business continuity.

- d. Termination for Insolvency: GIC Re may at any time terminate the Contract 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.
- e. Termination for Convenience: GIC Re may, by giving prior written notice sent to the Service Provider at least 3 months in advance, terminate the Contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for GIC Re convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.
- f. The Service Provider may, subject to approval by GIC Re terminate this Contract before the expiry of the term by giving GIC Re a prior and written notice at least 3 months in advance indicating its intention to terminate the Contract.

#### Consequences of Termination

- a. In the event of termination of this contract due to any cause whatsoever, the Service Provider shall be blacklisted and the empanelment will stand cancelled effective from the date of termination of this contract.
- b. In the event of termination of this Contract due to any cause whatsoever, [whether consequent to the stipulated Term of the Contract or otherwise] GIC Re shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which the Service Provider shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow and provide all such assistance to GIC Re and/or the successor Bidder/service provider, as may be required, to take over the obligations of the erstwhile Service Provider in relation to the execution/continued execution of the scope of this Contract.
- c. Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of the Service Provider or due to the fact that the survival of the Service Provider as an independent corporate entity is threatened/has ceased, or for any other reason, whatsoever, GIC Re through unilateral re-determination of the consideration payable to the Service Provider shall pay the Service Provider for that part of the Services which have been authorized by GIC Re and satisfactorily performed by the 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 Contract, the Service Provider shall compensate GIC Re for any such loss, damages or other costs, incurred by GIC Re. Additionally, the sub Service Provider / other members of its team shall perform all its obligations and responsibilities under this Contract in an identical manner as were being performed before the termination contract 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 the Contract in terms of the Service Provider's Bid, the Tender and this Contract.

- d. Nothing herein shall restrict the right of GIC Re to invoke the Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to GIC Re under law.
- e. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of this Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

#### Liquidated Damages

- a. Subject to clause about Force Majeure if the bidder fails to complete the project of implementation of SAP-DMS Integration and Support Services before the scheduled completion date or the extended date or if Service Provider repudiates the Contract before completion of the Work, GIC Re at its discretion, may without prejudice to any other right or remedy available to GIC Re under the Contract recover a maximum of 10 percent of the total contract price from the Service Provider, as Liquidated Damages (LD).
- b. In the case it leads to termination, GIC Re shall give Thirty (30) days notice to the Service Provider of its intention to terminate the Contract and shall so terminate the Contract unless during the 30 days' notice period, the Service Provider initiates remedial action acceptable to GIC Re.
- c. GIC Re shall without prejudice to its right to affect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the Service Provider in its hands (which includes GIC Re's right to claim such amount against Service Provider's Bank Guarantee) or which may become due to the Service Provider. Any such recovery or liquidated



damages shall not in any way relieve the Service Provider from any of its obligations to complete the Works or from any other obligations and liabilities under the Contract.

#### Dispute Resolution

- a. GIC Re and the Service Provider shall make every effort to resolve amicably by direct informal negotiations, any disagreement or disputes, arising between them under or in connection with the Contract.
- b. If, after Thirty (30) days from the commencement of such direct informal negotiations, GIC Re and the Service Provider have been unable to resolve amicably such dispute, either party may require that the dispute be referred for resolution to the formal mechanism specified in Clauses c and d.
- c. In the case of a dispute or difference arising between GIC Re and the Service Provider relating to any matter arising out of or connected with this Contract, such dispute or difference shall be referred to the award of two Arbitrators, one Arbitrator to be nominated by GIC Re and the other to be nominated by the Service Provider. The unanimous award given by such arbitration is binding on both the parties. In case of the said Arbitrators not agreeing, then the dispute shall be submitted to the award of an Umpire to be appointed by the Arbitrators in writing before proceeding with the reference, and in case the Arbitrators cannot agree to the Umpire, he may be nominated by the Secretary, Indian Council of Arbitration, New Delhi. The award of the Arbitrators, and in the event of their not agreeing, of the Umpire appointed by them or by the Secretary, Indian Council of Arbitration, New Delhi, shall be final and binding on the parties.
- d. The Arbitration and Conciliation Act 1996, the rules thereunder and any statutory modification or re-enactments thereof, shall apply to the arbitration proceedings.
- e. The venue of arbitration shall be Mumbai, India.
- f. GIC Re may terminate this contract, by giving a written notice of termination of minimum Thirty (30) days, to the Service Provider, if the Service Provider fails to comply with any decision reached consequent upon arbitration proceedings pursuant to Clause d above.
- g. Continuance of the Contract: 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 under the Scope of Work to ensure continuity of operations.

#### Limitation of the Service Provider's Liability towards GIC Re



a. Except in case of gross negligence or wilful misconduct on the part of the Service Provider or on the part of any person or company acting on behalf of the Service Provider in carrying out the Services, the Service Provider, with respect to loss or damage caused by the Service Provider to GIC Re, 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 his contract to the Service Provider hereunder, or (b) the proceeds the Service Provider may be entitled to receive from any insurance maintained by the Service Provider to cover such a liability, whichever of (a) or (b) is higher.

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

#### 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's Team) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

#### Severance

In the event any provision of this Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect.

#### Governing Language

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

#### Publicity

The Service Provider shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless GIC Re first gives the Service Provider its written consent.

#### Force Majeure

a. Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Bid and/or the Tender. 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 the Contract.

- b. 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. 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.
- c. In case of a Force Majeure, all Parties will endeavour 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 the Contract and to minimize any adverse consequences of Force Majeure.

#### General

##### Relationship between the GIC Re and the Service Provider

- a. Nothing in this Contract 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, between GIC Re and Service Provider.
- b. No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of this Contract.
- c. GIC Re has no obligations to the Service Provider's Team except as agreed under the terms of this Contract.

##### No Assignment

The Service Provider shall not transfer any interest, right, benefit or obligation under this Contract without the prior written consent of GIC Re.

##### Entire Contract

The terms and conditions laid down in the Tender and all annexures thereto as also the Bid and any attachments/annexes thereto shall be read in consonance with and form an integral part of this Contract. This Contract supersedes any prior Contract, understanding or representation of the Parties on the subject matter.

### Governing Law

This Contract shall be governed in accordance with the laws of India. The Service Provider shall comply with the laws in force in India in the course of performing this Contract. Besides the terms and conditions stated in this document, the contract shall also be governed by the overall acts and guidelines as mentioned in Information Technology (Amendment) Act, 2008.

### Jurisdiction of Courts

The courts of India at Mumbai have exclusive jurisdiction to determine any proceeding in relation to this Contract.

### Notices

A “notice” means;

- i. a notice; or
- ii. a consent, approval or other communication required to be in writing under this Contract.

All notices, requests or consents provided for or permitted to be given under this Contract 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:

AGM, ITMG,

General Insurance Corporation of India,

Suraksha, 170, J Tata Road, Churchgate,

Mumbai – 400020.

Phone: 022-22867166

To Service Provider at:

<Address>

<Phone:>

<Fax:>

Any Party may change the address to which notices are to be directed to it by notice to the other parties in the manner specified above. A notice served on a Representative is taken to be notice to that Representative's Party

#### Waiver

- a. Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights.
- b. A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision.
- c. The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision.

#### Modification

Any modification of this Contract shall be in writing and signed by an authorized representative of each Party.

#### Application

These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.