



REQUEST FOR PROPOSAL (RFP)
FOR
ENGAGEMENT OF GST SUVIDHA PROVIDER (GSP)

Accounts Department
The Oriental Insurance Company Ltd. (OICL)
Oriental House
A-25/27, Asaf Ali Road,
New Delhi - 110 002.

CIN: U66010DL1947GOI007158

TELEPHONE NO: 011-43659239

WEBSITE- www.orientalinsurance.org.in

COST OF RFP: Rs.2000 per Application (Inclusive of applicable taxes)



THIS RFP DOCUMENT IS NOT TRANSFERABLE

Bidders are advised to study the RFP document carefully. Submission of Bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

The response to this RFP should be full and complete in all respects. Incomplete or partial Bids shall be rejected. The Bidder must quote for all the items asked for in this RFP.

The Bidder shall bear all costs associated with the preparation and submission of the Bid, including cost of presentation and demonstration for the purposes of clarification of the Bid, if so desired by OICL. OICL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

ENGAGEMENT OF CONSULTANT FOR GST SUVIDHA PROVIDER(GSP)

1. BID DETAILS (RFP REFERENCE NO: OIC/AC/GSP/20.12.2017)

RFP REFERENCE	OIC/AC/GSP/20.12.2017
NAME OF DEPARTMENT	Accounts
DATE AND TIME OF COMMENCEMENT OF BIDDING PROCESS i.e. POSTING OF TENDER DOCUMENT ON WEB SITE	20.12.2017 4.00P.M.
LAST DATE AND TIME FOR RECEIPT OF QUERIES FOR CLARIFICATION FROM BIDDERS BY E-MAIL	23.12.2017 4.00P.M.
LAST DATE AND TIME FOR ISSUING CLARIFICATIONS TO QUERIES BY EMAIL	27.12.2017 5.00P.M.
LAST DATE AND TIME FOR SUBMISSION OF BIDDING DOCUMENTS INCLUDING TECHNICAL AND FINANCIAL BID	29.12.2017 3.00PM
ADDRESS FOR SUBMISSION OF BIDS	DY.GENERALMANAGER, Accounts Department-2nd Floor THE ORIENTAL INSURANCE COMPANY LIMITED ORIENTAL HOUSE, A-25/27, ASAF ALI ROAD, NEW DELHI-110002
DATE AND TIME FOR OPENING OF TECHNICAL BID	03.01.2018 4.00PM
PLACE OF OPENING OF TECHNICAL BID & FINANCIAL BIDS	DY.GENERALMANAGER (A/C) THE ORIENTAL INSURANCE COMPANY LIMITED ORIENTAL HOUSE, A-25/27, ASAF ALI ROAD, NEW DELHI-110002. TEL. NO.011-43659239

	Representatives of Bidders may be present during opening of Technical Bid .However; Technical Bids would be opened even in the absence of any or all of the bidder's representatives. No separate Communication will be sent in this regard.
Purpose	Request for proposal for appointment of Goods and Services Tax Suvidha Provider (GSP).
EARNEST MONEY DEPOSIT	Rs.50000/- (Rupees Fifty Thousand only) in the form of Demand Draft in favour of "THE ORIENTAL INSURANCE COMPANY LIMITED" Payable at DELHI. EMD should be enclosed with Technical Bid.
ANNOUNCEMENT OF QUALIFIED TECHNICAL BIDDER AND OPENING OF COMMERCIAL BID	03.01.2018 4.00PM
Email- ID	ajaygupta@orientalinsurance.co.in pshobhana@orientalinsurance.co.in
Website link	www.orientalinsurance.org.in

Note: 1.The bid is not transferable.

2. The above dates are tentative and subject to change without prior notice or Intimation. Bidders should check website www.orientalinsurance.org.in for any changes/addendum to above dates and or any other change to this RFP.

3. If a holiday is declared on any of the date mentioned above, the Bids shall be received /opened on the next working day at the same time and venue specified unless communicated otherwise.

2. DISCLAIMER

The information contained in this Request for Proposal Document (RFP Document/Bid Document) or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of OICL is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which information is provided.

This RFP Document is neither an agreement nor it is an offer or invitation by OICL to any party/(ies) other than the applicants who are qualified to submit the bids ("Bidders"). The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP document does not claim to contain all the information each bidder may require. Each bidder should conduct its own independent investigation and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP document and wherever necessary obtain independent information.

OICL and its employees make no representations or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP document. The information contained in this RFP document is selective and OICL may in its absolute discretion, but without being under any obligation to do so, update, modify, mend or supplement the information in this RFP Document.

The OICL also accepts no liability of any nature whether from negligence or otherwise, however caused arising from reliance of any bidder upon the statements contained in this RFP.

The issue of the RFP does not imply that the OICL is bound to select a bidder or to appoint the selected bidder, as the case may be, for the purpose and the Company reserves the right to reject all or any of the bidder or bids without assigning any reason whatsoever and without being liable to any loss that bidder might suffer due to such reason.

The decision of OICL shall be final, conclusive and binding on all parties/bidders directly or indirectly connected with the bidding process.

The bidder shall bear all the costs associated with or relating to the preparation and submission of the bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the company or any other costs incurred in connection with or relating to the bid. All such costs and expenses will remain with the bidder and the company shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in the preparation or submission of the bid, regardless of the conduct or outcome of the bidding process.

3. OVERVIEW

Oriental Insurance Insurance Company Limited is one of the leading public sector general insurance companies in India with a network of around 1950 offices consisting of 28 regional offices, 3 Corporate Business units, 353 Divisional offices, spread all over India along with foreign Business Units in 4 Countries. The company has one fully owned subsidiary and 2 Associate companies. The company offers wide range of products relating to General Insurance both to corporate and retail customers. The company also provides services to its customers through alternate channels such as online portals, web aggregators etc.

OICL being a service provider in general insurance is required to charge relevant tax under GST and comply with the legal Provisions of the Act. In this connection OICL invites Request for Proposal (RFP) from consultants of repute and proven track record for implementation of GST.

4. Purpose

The Company is in the process of migrating into the GST regime and invites Request for Proposal (RFP) from bidders of repute and proven track record, who are GSPs also being ASP to enable it to comply with the requirements of GST Law, as detailed in Terms of Reference (TOR). (Please refer page 14-15).

5. DEFINITIONS

1. Company/OICL shall mean "The Oriental Insurance Company Limited" constituted under the General Insurance Business (Nationalisation) Act, 1972.

2. Units of the Company/OICL shall include all head office departments, regional offices, divisional offices, branch offices, micro offices, subsidiaries, associates and joint venture. The name of the subsidiaries, associates as on 31.03.2017 are given below:

A. Subsidiary -

- 1) ICC Ltd

B. Associates

- 1) Health Insurance TPA of India Ltd
- 2) India International Insurance Pte Ltd., Singapore

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3 Invitation

The Company invites Proposal (the "Proposals") for selection of a GSP who shall assist the Company in implementation, transition and compliance with proposed GSP Law, as detailed in Terms of Reference.

The bidders desirous of taking up the assignment are invited to submit their technical and commercial proposal in response to this RFP in a manner as mentioned in this document. The criteria and the actual process of evaluation of the response to the RFP and subsequent selection of the successful GSP will be entirely at Company's discretion. The applicants should have necessary experience, capability and expertise to perform, as per the scope of work and to adhere to the Company's requirements/ terms and conditions outlined in the RFP. The RFP is not an offer by The Oriental Insurance Company Ltd., but an invitation to receive responses from the Bidders. No contractual obligation, whatsoever, shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized official(s) of the Company with a Successful Applicant.

4 DEFINITIONS

1. **"The Oriental Insurance Company Ltd.)"**, which has invited the bids for GSP also being ASP and with which the selected GSP signs the contract for the services to be rendered and to whom the selected GSP shall provide services as per the terms and conditions and terms of reference of the contract.
2. **"The Company"** means "The Oriental Insurance Company Limited"(OICL)
3. **"Bidder"** means an Applicant who is submitting its proposal for providing services to OICL.
4. **"GSP"** means GST Suvidha Provider being a LLP/Company registered in India, selected as GST Suvidha Provider (GSP) by the Government and also being an Application Suvidha Provider (ASP), submitting its proposal for providing services to OICL as referred in the present Request For Proposal (RFP).
5. **"Contract"** means the contract signed by the parties and all the attached documents and the appendices including the addendums thereto.
6. **"Day"** means calendar day.
7. **"Proposal"** means the complete proposal including Technical Bid, the Commercial Bid, EMD, etc.
8. **"RFP"** means this "Request For Proposal" prepared by OICL.
9. **"Assignment/job"** means the work to be performed by the GSP pursuant to the contract.
10. **"Terms of Reference (TOR)"** means the document included in the RFP which explains the scope of work, activities, tasks to be performed, by the GSP.



The term, applicant, proposer and bidder have been used interchangeably in the RFP document.

5 Eligibility Criteria

- 5.1 Applicants must read carefully the conditions of eligibility criteria provided herein before submitting the Proposal with the Company. Proposals of only those Applicants who satisfy these conditions will be considered for evaluation process. To be eligible for evaluation of its Proposal, the Applicant shall fulfil the Eligibility Criteria given in Annexure A herein.
- 5.2 An Applicant who failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or a judicial pronouncement or an arbitration awarded/ granted against the Applicant and/or has/have been expelled from any project or agreement terminated for breach is not eligible for the assignment as GSP.

6 Conflict of interest

The OICL requires that the consultants provide professional, objective, and impartial advice, and at all times hold the Company's interests paramount, strictly avoid conflicts with other assignment(s)/job(s) or their own corporate interests and act without any expectation/consideration for award of any future assignment(s) from the Company.

Without limitation on the generality of the foregoing, the consultants and any of their affiliates shall be considered to have a conflict of interest (and shall not be engaged under any of the circumstances) as set for below:

i. Conflicting assignment/job: The consultant (including its personnel) or any of its affiliates shall not undertake any job/assignment which may be in conflict with the present assignment as GSP Consultant.

ii. Conflicting relationships : The consultant (including its personnel) having a business or family relationship with a member of OICL's staff who is directly or indirectly involved in any part of (i) the preparation of the terms of reference of the assignment/job, (ii) the selection process for such assignment/job or (iii) supervision of the contract, may not be awarded a contract, unless the conflict stemming from such a relationship has been resolved in a manner acceptable to OICL throughout the selection process and the execution of the contract.

The Applicant(s) has an obligation to disclose any situation of actual or potential conflict that impacts its capacity to serve the best interests of the Company or that may reasonably be perceived as having this effect. If the Applicant fails to disclose such conflicts of interest and if OICL comes to know of such a situation at any time,



then OICL reserves the right to disqualify the Applicant during the bidding process or to terminate its contract during the tenure of assignment.

7 Terms of Reference:

As given in Annexure E.

8 Earnest Money Deposit (EMD)

- 8.1 The Bidder shall submit the EMD of Rs. 50,000/- (Rs. Fifty thousand only) by way of Demand Draft in favour of "The Oriental Insurance Company Ltd." payable at New Delhi. EMD may be forfeited in the event of withdrawal of bid during the period of processing of RFP or in case the selected GSP fails to sign the contract.
- 8.2 Scanned copy of the EMD's Demand draft should be submitted along with the technical bid. The Demand draft in physical form should be sent to the address as mentioned in bid details, so as to reach on or before 15.12.2017 (3.00 P.M). Any application not accompanied by the requisite EMD & Tender Processing Fees shall be treated as non-responsive and is liable to be rejected.
- 8.3 The EMD of the unsuccessful bidders will be returned within 7 days, after completion of process of selection of the GSP. EMD will be returned to the qualified bidder after acceptance of Purchase Order and/ or Signing of the Contract(s) by the bidder and submission of required Performance Bank Guarantee (PBG) as per Annexure I.
- 8.4 No interest is payable on the amount of EMD.
- 8.5 If EMD is forfeited for any reason, the concerned bidder will be debarred from further participation in future RFPs floated by the Company.

9 Clarification and amendment of RFP documents

- 9.1 The Applicant GSP may request a clarification on any clause of the RFP documents within the timelines mentioned in Bid details of the RFP document through e-mail to Chief Manager (e-mail id: pshobhana@orientalinsurance.co.in). The responses of the OICL will be published on its website without identifying the source of the query. Should OICL deem it necessary to amend the RFP as a result of a clarification, it shall do so in accordance with the procedure stated under paragraph 9.2 below.
- 9.2 At any time prior to the deadline for submission of proposal, OICL may modify the bidding document by amendment. Any such amendment issued by OICL will be in the form of an addendum/ corrigendum and will be available on our website www.orientalinsurance.org.in The amendment will be binding on all bidders. OICL at its discretion may extend the deadline for submission of bids in order to allow prospective bidders a reasonable time to take the amendment into account. Interested applicants are



advised to frequently visit the web site for updating themselves about changes, if any, made in the RFP before the bid submission date.

10 Bidding Document

- 10.1 Detailed description of the objectives, scope of services, deliverables and other requirements are specified in Annexure E of this RFP. Interested Applicants eligible as per Annexure A may participate in the Selection process by submitting the bids as expected in this document.
- 10.2 Applicants are advised that the selection of GSP shall be on the basis of an evaluation/Selection Process specified in this RFP in Para 15. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the selection Process will be given and that the Company's decisions are without any right of appeal whatsoever.
- 10.3 No Bidder / Applicant shall submit more than one Application. If a GSP submits more than one proposal, all such proposals shall be disqualified.

11 Validity period of the Proposed Bid

The proposal must be valid for 90 days after the last date for submission of proposal.

12 Preparation of proposals/Bid

- 12.1 The proposal as well as all related correspondence exchanged by the GSP with OICL shall be written in the English language. Applicants who fulfil the criteria specified in Annexure A should submit their Application (i.e. Technical and Commercial Proposal) in the format enclosed as Annexure D together with Annexures D-1, F and other supporting documents.
- 12.2 The name of the assignment/job shall be "OIC's GSP Suvidha Provider (GSP)". Detailed scope of the assignment/job has been described in the Terms of Reference Annexure E.
- 12.3 In preparing their technical proposal, Applicants are expected to examine details of the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a technical proposal.
- 12.4 The Demand Draft in physical form for EMD of Rs. 50,000/- should be forwarded so as to reach on or before 15.12.2017 Time 3.00 PM.
- 12.5 The Technical Proposal will be evaluated for technical suitability as per mandatory eligibility criteria given in Annexure A.



- 12.6 The Company shall rank the technical proposals received. The parameters used in scoring the GSP are as per Annexure B Part (a) and as per the presentation i.e. as per Annexure B part (b).
- 12.7 The Applicant/firm, who qualify as per mandatory eligibility criteria mentioned in Annexure A will be called for presentation with the Company's Internal Committee.
- 12.8 After presentation, commercial bids will be opened and evaluated for firms securing 70% (70 out of 100) or more marks as per scoring given in Technical Proposal and Presentation.
- 12.9 After the evaluation of the Technical Proposal and Presentation, the commercial bid will be opened and the bidder quoting the lowest price shall be selected.
- 12.10 The bidder has to make their own evaluation in quantifying the financial bid and no further negotiation shall be permitted after the bid process, execution of contract till the completion of the term of service for whatsoever reason.
- 12.11 The proposal will be the basis for contract to be signed with the selected Applicant. The contract shall be finalized within 7 days from date of issuance of final selection letter issued by OICL or within extended period, as may be specified by OICL.
- 12.12 The GSP shall bear all costs associated with the preparation and submission of proposal and contract negotiation. OICL is not bound to accept any proposal, and reserves the right to annul the selection process without assigning any reason(s), at any time prior to signing of contract, without incurring any liability towards the Applicant.

13 Commercial proposals

- 13.1 The Applicant(s) are required to submit commercial proposal along with the technical proposal. After presentation, commercial bids will be opened for bidders securing 70% or more marks as per scoring given in Technical Proposal and Presentation.
- 13.2 The commercial proposal shall clearly indicate the total cost of the services in both figures and words, in Indian Rupees, and signed by the Applicant's Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the commercial proposal, the lower of the two shall prevail.
- 13.3 The cost quoted shall be exclusive of taxes (OICL shall pay the applicable taxes on actual). The commercial proposal shall not include any conditions attached to it. Any such conditional commercial proposal shall be liable for rejection. Payment will be made after deducting tax deductible at source as per applicable tax laws.



14 Submission , Receipt and Opening of Bid

- 14.1 The Original Bid, both Technical and Commercial Bids, shall contain no interlineations or overwriting.
- 14.2 An Authorized representative of the Applicant/s shall initial all pages of the RFP document and sign the original Technical and Commercial Bid as well as the Annexures. The Authorisation shall be in the form of a letter or in any other form demonstrating that the representative has been duly authorised to sign and such authorisation shall be enclosed with the proposal. The signed Technical and Commercial Bid shall be marked "Original".
- 14.3 Technical Bid submission is as per Annexure A to D-1.
- 14.4 Commercial Bid submission is as per Annexure F.
- 14.5 The Demand Draft in physical form for the EMD should be sent in sealed envelope super scribing "RFP FOR APPOINTMENT OF GSP" so as to reach before the date and time specified hereinabove at the following address:
- The Oriental Insurance Company Limited,
Head Office, Oriental House,
A-25/27, Asaf Ali Road,
New Delhi - 110002 .**
- 14.6 The Company shall not be responsible for postal delay, misplacement, loss or premature opening of the envelope. This circumstance may be a cause for proposal rejection.
- 14.7 The proposal received by OICL after the deadline for submission shall be rejected. No further correspondence in this regard shall be entertained.
- 14.8 Representatives of Bidders may be present during opening of the Technical Bid. However, Technical Bid would be opened even in the absence of any or all of the bidder's representatives.

15 Proposal Evaluation

- 15.1 From the time the proposals are opened to the time the contract is awarded, the Applicant should not contact OICL, unless called for. The Applicant should also not contact any of the officers/employees or representatives of the Company on any matter related to its technical proposal and/or commercial proposal with a view to influencing OICL in the examination, evaluation, ranking of proposals, and recommendation for award of contract. Such an effort shall result in the rejection of the GSP's proposals. Canvassing in any form would lead to disqualification of the proposal.



- 15.2 The GSP, who qualify as per mandatory eligibility criteria mentioned in Annexure A will be called for making a presentation before the Company's Internal Committee.
- 15.3 After presentation, commercial bids will be opened and evaluated for firms securing 60% or more marks as per scoring given in Technical Proposal and Presentation.
- 15.4 The commercial proposal (for qualified applicants as per Para 15.3 above) will be opened subsequently and the lowest quote will be selected.
- 15.5 In case of a discrepancy between amount in words and figures, the former will prevail.
- 15.6 OICL reserves the right to accept or reject any or all the proposals without assigning any reason.
- 15.7 OICL has the complete discretion to reject any Application/Bid without giving any reason which cannot be questioned or challenged by the Applicant.

16 Contract Finalisation and Duration of Contract

- 16.1 OICL and the selected GSP shall finalise the terms of contract to be executed as per the prescribed terms of the Company. OICL shall have the right not to enter into the contract with the GSP if the GSP is unable to fulfill the terms assured in the technical proposal. In such an eventuality, OICL reserves the right to reject the proposal.
- 16.2 The contract/ agreement shall be executed only at New Delhi and the selected GSP shall bear the cost of stamp duty for the contract/ agreement as applicable in the UT of Delhi.
- 16.3 Total Duration of the Contract with the selected Bidder shall be for 1 (one) year from the date of Signing the Contract, during which time the selected Bidder is to deliver to the satisfaction of OICL all outcomes as are required to be delivered as per the Scope of Work defined hereinafter.
- 16.4 OICL RESERVES THE SOLE RIGHT AND DISCRETION TO EXTEND THE ENGAGEMENT BEYOND THE STIPULATED 2 YEARS' PERIOD AS PER SAME TERMS AND CONDITIONS.

17 Confidentiality Agreement/Undertaking

As the successful bidder will have access to the data of the Company, the Company will require the firm to sign a Confidentiality agreement/undertaking indemnity for not disclosing or part with any information relating to the Company and its data to any person or persons or authorities, without written consent of the Company. Breach of the same will result in cancellation of the agreement apart from other remedies which shall be available to the Company against the GSP.



18 Indemnification

The GSP shall at their own expenses, indemnify the Company against any loss on claims due to loss of data /damage to data of the Company arising as a consequence of breach of any clause in terms and conditions of the agreement.

19 Termination of Agreement

19.1 A suitable clause for termination by giving suitable notice will be incorporated in the final agreement. The agreement with the selected GSP may be cancelled at the Company's discretion on account of following or without assigning any reason:

- 19.1.1 On refusal to take up the allotted Assignment;
- 19.1.2 If the GSP stands dissolved /reconstituted and the name/style of the GSP is changed;
- 19.1.3 On not abiding by the terms and conditions stipulated in the agreement;
- 19.1.4 If the performance of the GSP is not found satisfactory (viewed as such by the Company's appropriate authority);
- 19.1.5 Any other reason at the discretion of the Company.

20 Payment Clause

The various payments due for implementation of the service shall be as per the table given below. The company also reserves the right to prescribe additional documents for release of payments and the bidder shall comply with the same.

S1	Item	Payment	Documents to be submitted
1	GSP ASP Services	Monthly in arrears	Transaction Report
2	One time DC/DR Infrastructure Setup	50% of payment on completion of DC infrastructure setup	Test Report, Completion certificate
		50% of payment on completion of DR infrastructure setup	Test Report, Completion certificate
3	DC/DR Infrastructure recurring charges	Monthly in arrears	Uptime reports, DR Drill report.

No advance payment will be made in any case.



21 Representations & Warranties

- 21.1 That the bidder shall have the requisite skills, experience and expertise in providing Service(s) contemplated by this RFP, possesses the financial wherewithal, the power and the authority to enter into the Engagement and provide the Service(s) sought by OICL.
- 21.2 That the bidder is not involved in any litigation, potential, threatened and existing, that may have an impact of effecting or compromising the performance and delivery of Service(s) under the Engagement.
- 21.3 That the Applicant has the professional skills, personnel and resources/ authorizations / approvals / infrastructure that are necessary for providing all such services as are necessary to perform its obligations under the RFP and this Engagement.
- 21.4 That the Applicant 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 OICL, its directors, officers, employees, representatives and agents indemnified in relation thereto and in respect of any infringement of any of the intellectual property rights.
- 21.5 That all the representations and warranties as have been made by the Applicant with respect to its RFP and Engagement, are true and correct, and shall continue to remain true and correct through the term of the Engagement.
- 21.6 That the execution of the Service(s) herein is and shall be in accordance and in compliance with all applicable laws.
- 21.7 That there are -
- 21.7.1 No legal proceedings pending or threatened against the bidder which adversely affect/may affect performance under this Engagement; and
 - 21.7.2 No inquiries or investigations have been threatened, commenced or pending against the bidder by any statutory or regulatory or investigative agencies.
- 21.8 That the Applicant has the corporate power to execute, deliver and perform the terms and provisions of the Engagement and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the Engagement.
- 21.9 That all conditions precedent under the Engagement has been complied.
- 21.10 That neither the execution and delivery by the bidder of the Engagement nor the bidder's compliance with or performance of the terms and provisions of the Engagement:
- 21.10.1 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.
 - 21.10.2 will conflict or be inconsistent with or result in any breach of any of the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the bidder is a party or by which it or any of its property or assets is bound or to which it may be subject.



22 Miscellaneous Terms & Conditions

- 22.1 Until a formal contract is prepared and executed, this offer together with Company's written acceptance and notification of award shall constitute a binding contract with the GSP.
- 22.2 OICL is not responsible for non-receipt of EMD within the specified date and time due to any reason including postal delays or holidays.
- 22.3 The Company also reserves the right to alter/ modify any/ some/ all of the requirements, as it may deem necessary, and notify the same on our website: www.orientalinsurance.org.in before the last date for submission of response under this RFP. The Bidders should be agreeable for the same.
- 22.4 Bids not conforming to the requirements of the RFP may not be considered by OICL. However, OICL reserves the right, at any time before last date of submission of Technical & Financial proposal, to waive any of the requirements of the RFP, if in the sole discretion of OICL, the best interests of OICL would be served by such waiver.
- 22.5 OICL shall have the right to cancel the RFP process at any time prior to award of contract, without thereby incurring any liabilities to the affected Bidder(s). Reasons for cancellation, as determined by OICL, in its sole discretion, may include but are not limited to, the following:
- 22.5.1 Services contemplated are no longer required;
 - 22.5.2 Scope of work were not adequately or clearly defined due to unforeseen circumstances and/or factors and/or new developments;
 - 22.5.3 Proposed fees are unacceptable to the Work;
 - 22.5.4 The Project is not in the best interests of OICL;
 - 22.5.5 Any other reason.
- 22.6 The Applicants shall be responsible for all of costs associated with the preparation of their Proposals and their participation in the Selection Process, visits to the Company, etc. The Company will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.
- 22.7 OICL reserves the right to verify the validity of bid information and to reject any bid where the contents appear to be incorrect, inaccurate or inappropriate at any time during the process of RFP or even after award of contract.
- 22.8 All pages of RFP should be stamped and signed by Authorized Signatory of the Bidder and to be submitted with the bids.
- 22.9 Company may choose to take an undertaking from employees of the GSP to maintain confidentiality of the Company's information/ documents etc. Company may seek details /confirmation on background verification of the GSP's employees, worked/ working on Company's project as may have been undertaken / executed by the GSP, it should be agreeable for any such undertaking/verification.



Annexure A

Eligibility Criteria

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by the required documents supporting eligibility criteria, the same would be rejected.

Sl	Mandatory Eligibility Criteria	Documents Required
1	The bidder should be a LLP/Company registered or incorporated in India, carrying on business for the last 5 years as on 31.03.2017	Incorporation Certificate/Registration Certificate issued by relevant authority.
2	The Firm/Company should have full- fledged office in National Capital Region (NCR) for at least last 2 years as on 31.03.2017.	Self-declaration in format D-1.
3	Firm/Company should have been selected as a GSP by the Goods and Service Tax Authorities.	Certificate of the relevant authority.
4	The Firm/Company should have an average turnover of at least Rs.5 crores for the last 3 Financial years, F.Y.2013-14, 2014-15 and 2015-16.	Copy of Audited Financial Accounts.
5	The firm/Company should not have been banned / declared ineligible for corrupt and fraudulent practices by the Govt. of India / State Governments or any other authority.	Undertaking by the applicant in format D.



Annexure B

Parameters for evaluation of Technical Proposal

Part (a)

The parameters used in ranking the GSP are as follows:

Sl	Parameters	Maximum Marks	Criteria
1	No of years of carrying on business in India as on 31.03.2017	20	Ten Marks for minimum 5 years and one mark for each completed additional year. (Maximum Twenty marks)
2	Number of companies where ASP & GSP services are presently provided at organisational level for a company.	20	5 marks per Company (Maximum Twenty marks)

Part (b)

	Presentation	60	Shall be evaluated by the committee identified for the purpose.
	Grand Total of Part (a+b)	100	

Firms fulfilling all the eligibility criteria mentioned in Annexure A would only be considered for scoring given above.



Annexure C

Penalty Clause

Company will reserve the right to deduct from the amount to be paid to the GSP, in the event of the following:

Reason	1st instance	2nd instance	3rd instance
Failing to visit our office as and when required by the Company.	Caution Note	10%	As decided by the Company based on materiality
Inordinate delay in responding to the references made by the Company.	Caution Note	10%	As decided by the Company based on materiality

Penalty Table for Infrastructure as a Service:

In case the vendor fails to meet the SLA (Service Level Agreement as mentioned in Annexure E), penalty will be imposed as specified in the table below:

Sl	Services	Uptime (%)	Penalty (%)	Remark
1	DC/DR Infrastructure	>=99.9	0	Penalty will be deducted from monthly infrastructure charges
		< 99.9	15	

1. The problem shall be considered to be solved when the bidder has communicated to the user about the resolution of the incident and the resolution formally recorded.
2. The downtime calculated shall not include the following:
 - 2.1. Any planned shutdown
 - 2.2. Failure or malfunction of any equipment or services not provided by the bidder.
 - 2.3. Negligence or other conduct of OICL or its agents, including a failure or malfunction resulting from applications or services provided by OICL or its vendors

However, it is the responsibility/ onus of the Selected bidder to prove that the outage is attributable to OICL. The Selected bidder shall obtain the proof authenticated by the OICL's official that the outage is attributable to OICL.

3. The maximum penalty will be upto 15% of monthly Infrastructure services charges.
4. In case maximum penalty is imposed for more than two times in a year, OICL may revise the SLA penalty cap.



Annexure D

PROFORMA OF APPLICATION FOR COMPANY'S GSP (On Official Letter Head)

**Deputy General Manager
Accounts Department-2nd Floor**

THE ORIENTAL INSURANCE COMPANY LIMITED

ORIENTAL HOUSE, A-25/27, ASAF ALI ROAD, NEW DELHI-110002

Dear Sir,

APPLICATION FOR APPOINTMENT AS GSP.

Please find enclosed information in Annexure D-1 concerning us for consideration of our firm to be appointed as GSP of the Company.

We agree to undertake the project, if allotted by you, as per the Scope of Work (Terms of Reference). We, hereby, declare that our firm/Company does not have any pecuniary liability or any claim/disciplinary/legal proceeding pending against us or any other cause which could hamper our ability to render the services as envisaged. We also declare that we have not been banned /declared ineligible for corrupt and fraudulent practices by the Govt. of India/State Governments/Registering authority and does not have any disciplinary proceedings pending against us by any of the aforesaid authorities. If the aforesaid representation/declaration or information in the Annexures is found to be incorrect, we agree that the Company shall be entitled to terminate the agreement, if allotted, or initiate suitable action as deemed fit and appropriate by the Company, without reference to us. We have during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or a judicial pronouncement or arbitration awarded against us, nor been expelled from any project or agreement nor had any agreement terminated for breach by us.

Date:
Place:

Authorised Signatory

(Name:)

List of Document Enclosed:

1. EMD - DD particulars
2. Annexure D-1
3. Other documents, please specify



Annexure D-1

Particulars to be Furnished for the Purpose of Appointment of the GSP

Sl	Description	
1	Name of the LLP/Company	
2	License No./Incorporation No. allotted by Registering authority	
3	Office Address for last 2 years as on date	
4	Email ID	
5	Contact number/s (Tel/Mobile)	
6	Year of establishment	
7	No. of completed years for which carrying on business in India as on 31.03.2017	
8	PAN of the firm/Company *	
9	GST registration number of the firm/Company *	
10	Turnover during last Three Financial Years: 2013-14 2014-15 2015-16	
11	Details of appointment as GSP for providing ASP and GSP services for GSP Administration at whole organization level of a Company**	
12	Any other information considered relevant	

(Please attach separate sheets if space is not sufficient in any row, duly mentioning the row number and description)

Place:
Date:

Authorised Signatory

(Name)
Seal

* Self attested copies in support of the information should be submitted.

** Self attested copies of letters issued by the client should be submitted.



Annexure E

TERMS OF REFERENCE

GSP-ASP will do following activities

1. Invoice data upload (B2B and large value B2C).
2. Upload GSPR-1 (return containing supply data) which will be created based on invoice data and some other data provided by the taxpayer.
3. Download data on inward supplies (receipts or purchase) in the form of Draft GSPR-2 from GSP Portal created by the Portal based on GSPR-1 filed by corresponding suppliers.
4. Do matching of purchases made and that downloaded from GSP portal. Finalize the same based on his own purchase (inward supply data) and upload GSPR-2.
5. File GSPR-3 created by GSP Portal based on GSPR-1 and 2 and other info and tax paid.
6. Meet other applicable compliance under GSP.
7. The software should provide for collection of data available in all relevant systems of OICL for GSP compliance, dates and applicable GSP as per date of transactions, value of transaction and Place of supply rules. It should provide for the State wise segregation of data for all B2B and B2C transactions which fall under GSP ambit to enable filing of State-wise Returns.
8. The software should be able to configure all exception scenarios and rules applicable for implementation and compliance of GSP in the Company.
9. The software should be able to integrate and migrate the data from all relevant systems of OICL and change it in the format required by GSPN for various returns and process for filing the returns.
 - 9.1 Core Insurance System - INLIAS Developed by 3i Infotech
10. The software should support integration with OICL systems in Online-Real Time basis, Online-Scheduled basis and Offline - with file exchange. For Offline File exchange, commonly accepted file formats should be supported by the Software such as Comma Separated Values (CSV), XML, JSON, Text document with delimiters, etc.



The software should support online integration using Application Programming Interface (API) and Webservices mechanism. OICL will initially be transferring data in offline mode - with file exchange.

11. The vendor should provide on-premise services at OICL's DC and DR. The Bidder shall provide the Hardware requirements for GSP ASP Solution and also the possible solution. OICL may procure the same from the Bidder (separate quote for Hardware requirements to be provided as part of the Bid, for arriving at L1 these quotes shall be considered) or may provision the same in existing DC/DR Setup.
12. The collection of data for all commission/earnings on a desired frequency. Frequency may vary between 2 hours to once a month.
13. The software should provide data format for furnishing the details/transactions of distinct person/related person/between Regional Offices (ROs)/ between HO and ROs.
14. The software should handle registration of all states and union territories and CGST/SGST/IGST/UGST.
15. The software should handle State-wise filing of various monthly/ quarterly/annual Returns/periodical as per GSPN requirements.
16. There should be an interface with the GSPN/Suvidha providers by the bidders so that the various returns are filed from the software package provided to the company directly to the GSPN.
17. There should be validations at each stage in conformity with the requirement of GSPN.
18. There should be format provided in the package for collecting the data of input tax credit from the offices and the same should be interfaced with the Input Tax Credit return.
19. Carry out all changes in functionality on account of changes due to new legislations / statutes, Rules and notifications (Government Orders) and changes requested by OICL from time to time as per the regulations of GSP and abide by the dates mandated by the GSP government body.
20. The software should provide and comply with all the GSP law implications applicable.
21. The software should provide functionalities and or exceptions reports for reconciliation of GSP against all relevant transaction processing systems, Financial Accounting systems and MIS systems of OICL.
22. The system should have additional feature of vendor management. Send message/mail to all the vendors when they have failed to upload the data or have



uploaded wrong data after Reconciliation with OICL's eligible input credit with that of Auto populated GSTR 2A.

23. It should have facility for 24 hours call center with assisted filing and related facilities in case of users facing any difficulties in technical issues, especially during transitions phase.
24. OICL's main requirement is that the selected bidder will have the ability to capture relevant data from different systems currently running in the organisation and prepare the GST Returns and upload them in GSTN system on the specified dates for OICL's 29 States and 4 Union Territories.
25. The GSP should have customized role based configurable authorization which can be changed (New users added/ Old users deactivated) in the system whenever deemed necessary.
26. Masters and Dashboard facilities should be enabled giving users value added MIS reports in user friendly formats.
27. Data security with regards to volume of transactions and spread of business should be maintained at all times.
28. Facilities for training in the form of in-person contact programs, video trainings, manuals and modules should be provided.

ADDITIONAL CONDITIONS AND SCOPE LIMITATIONS

1. The Application Software should be made ready for moving into production after UAT test and acceptance so as to enable the Company for full compliance under GSP.
2. The scope of the Services, Maintenance and support is to be provided for a period upto 2 (two) years from the date of appointment which may be subject to extension as per mutually agreed terms and conditions at the time of extension.
3. The selected Bidder has to implement the entire solution in DC, DR and UAT setup of the Company.
4. All patch update and patch management of Software modules has to be deployed by the selected Bidder after obtaining approval from the Company.



5. All updates and upgrades of OS and DB has to be done by the selected Bidder without any extra cost to the Company during contract period.
6. Any customization requiring onsite debugging or customization for the integration with other applications/Core Insurance System of the Company should be carried out by the Bidder onsite as and when required to ensure smooth implementation.
7. The Bidder shall conform the integrity of the software supplied i.e. the software is free from bugs, malware, covert channels in code etc.
8. The successful bidder has to sign a NDA with OICL before the commencement of the program. Draft NDA is provided in Annexure I
9. During the contract period if OEM of OS/DB software announces regarding the End of Support, the successful bidder has to migrate the solution to the newer version of OS/DB without additional cost to the Company.
10. The solution proposed by the Bidder should be able to migrate to the newer version of Operating Systems/Data Base Systems/Browsers without any extra cost to the Company.
11. The solution should support the Web browsers viz. Internet Explorer 8 & above, Google Chrome and Mozilla Firefox.
12. The selected Bidder should migrate the existing data to the required modules in this RFP.
13. The solution should integrate with Company's all relevant systems, Single Sign on package, using the existing APIs available with the Company for the purpose.
14. The selected bidder should provide support for Data archival, retrieval and purging as per the requirement of the Company.
15. The vendor should provide for technical support for the software and necessary upgrades and patches of the software. Also provide for reinstallation and setup of software due to changes or upgrade of underlying System software (Operating System, Database, etc.).
16. The vendor should provide for one Test environment with replica of production software and data which will be used for Testing purposes.
17. The vendor should provide support for setup and maintenance of Disaster Recovery environment. This shall include reinstallation and setup due to any unforeseen circumstances.



18. The software must be free from all latest security vulnerability. OICL will carry out Vulnerability and Penetration Testing (VAPT) at regular frequency. Vulnerabilities identified from VAPT must be addressed and closed by Vendor.

HARDWARE SIZING AS PER PERFORMANCE CRITERIA REQUIREMENTS

Bidder has to provide hardware sizing and the Software (including OS, Application/ Web / Database Server, Browsers, etc.) which the bidder will be providing to host the solution within 7 days from the date of acceptance of order. The Performance of the hardware should be such that it should handle all B2B and B2C transactions. It should handle filing of the return with such amount of data to the GSPN portal without any down time. The application software should be able to handle the above requirements. The bidder must take into account the above points and suggest the size of the hardware at the commencement of the project itself and ensure that the resource utilization is always within 80% at any point of time.

DATA MIGRATION, DATA TRANSFER AND MASTER CREATION

1. The bidder shall provide necessary tools & support services for migration of the data from the legacy system of the Company and also for first time Master creation for the respective GSP requirements of the Company/branches.
2. The selected bidder has to inform all the mandatory fields required for migration and also provide the facility to upload the data with default value for mandatory fields if the same are not readily available. There must also be a facility to modify these mandatory fields subsequently by Company.
3. The selected Bidder is responsible for providing support to complete data cleaning and validation of the data migrated from the legacy systems to Data Centre.
4. The selected bidder should provide facility for capturing the data through data entry module/screen, which arises out of the gap between the data available in the above Company software and that required by the proposed system.

IMPLEMENTATION

1. After completing the Test in simulated environment, (by using the test server) the selected Bidder will port the software in the live server at Data Centre to take the project forward for implementation.
2. At the end of the successful conclusion of the implementation phase, the application software shall be accepted by the Company.
3. The Bidder will be responsible for maintaining appropriate program change control and version control for all the modifications / enhancements carried out.



4. The Bidder will be responsible for providing and updating system & user documentation as per the modifications.

SECURITY

1. Vendor will ensure the software delivered is in conformity with security standards and is without any security vulnerability.
2. The solution should conform to the security requirements of the IRDAI, Respective Government Agencies and the Company and provide such regulatory requirements at no additional cost to Company during the contract period.
3. Company may conduct audit, Vulnerability Assessment and Penetration Test or any other audit security audit as per the discretion of the Company time to time of the software supplied by the vendor either through internal or external auditors. The vendor will attend and resolve all the issues as pointed out in the observations of such audit without any additional cost.

INTEGRATION AND INTERFACES

The solution should have the required Integration & Interfaces with the Company's Software Systems. The solutions should be capable of seamless integration with the all relevant systems implemented by the Company as per the specification of systems Interface. The bidders have to provide necessary interface and undertake the integration with all these systems.

INFRASTRUCTURE AS A SERVICE

1. OICL will be initially using successful bidders Data Center facility to avail GSP ASP Services.
2. The service provider shall be responsible for providing Tier 3 Primary DC and DR site in a different seismic zone within India. The Infra should be compliant with ISO 27001 security certification standards, which should be provided within 2 weeks from the date of issuing the Selection Letter.
3. The successful bidder shall provide/suggest dedicated infrastructure for the solution. The proposed infrastructure for OICL should not be shared with any other customer of successful bidder.
4. The ownership of entire data will be solely on OICL. The bidder has to handover complete data in a restorable format within 2 days whenever required by OICL.
5. Backup and Restore: The successful bidder should also be responsible to design efficient backup policy in consultation with OICL. OICL recommends daily



incremental - weekly full and one month retention. The backup policy should be flexible enough to accommodate changes suggested by OICL as and when required. The bidder shall carry out the restoration drill and test the recovery process half yearly. The tapes should be kept in fireproof vault.

6. **DR Drills:** The bidder shall conduct disaster drill as and when required by OICL, wherein Primary DC will be deactivated and complete operations shall be carried out from Disaster Recovery site.
7. The successful bidder has to allow access to the DC/DR site to the auditors appointed by OICL as and when required.

SERVICE LEVEL AGREEMENT

1. The selected bidder shall guarantee a monthly uptime of 99.9% for the DC/DR Infrastructure from the date of commencement of the proposed solution. (Any planned shutdown will not be considered for calculating SLA).

The percentage of uptime is calculated on monthly basis as follows:

$$\frac{(\text{Total contracted minutes in a month} - \text{downtime during contracted minutes}) * 100}{\text{Total contracted minutes in a month.}}$$

The table below specifies support/maintenance matrix along with mean time to resolve (MTTR).

SI	SERVICES	MTTR (HH:MM)	SERVICE WINDOW
1	DC/DR Infrastructure	Should maintain 99.9 % uptime	24*7

2. MTTR (Mean Time to Resolve): - Defined as time taken to resolve a problem.



Annexure F FORMAT OF COMMERCIAL BID

(On Applicant's letter head)

Deputy General Manager (Accounts)
Accounts Department
The Oriental Insurance Company Ltd.
Head Office, Oriental House, A-25/27, Asaf Ali Road,
New Delhi - 110 001

Dear Sir,

Subject: Appointment for Goods & Services Tax Suvidha Provider (GSP)

With reference to your RFP Document dated 16/06/2017, we submit here below the Commercial Proposal for selection as for above.

1. GSP ASP Services

Sl	Description	Per Transaction Charges	No of transaction per month	Number of Months	Total
		a	b	c	d=(a*b*c)
1	GSP ASP Services			12	

** These 5,00,000 will be the notional figure to arrive at the estimated cost, but the billing will be done on the basis of Actuals.

2. One time DC & DR Infrastructure Setup

Sl	Description	Total
1	One time DC & DR Infrastructure Setup charges (Hardware/Component wise details)	

Grand Total (to be considered for arriving at Lowest Quote)

1+2	
-----	--

Note:

- i. L1 will be identified on the Grand Total of the Commercial Bid summary.
- ii. They should quote only the base price. Applicable taxes will be paid by OICL on actual.
- iii. In respect of point No. 1 i.e., GSP ASP services, the no. of transactions to be taken is 5,00,000 and no. of months will be 12.

We agree that OICL reserves the sole right and discretion to extend the engagement beyond the stipulated 2 year period as per same terms and conditions. We hereby confirm that our Commercial Bid is unconditional, and we acknowledge that any condition attached by us to this Commercial Bid shall result in rejection of our Bid.

I/ We agree that this offer shall remain valid for a period of 90 days from the last date of submission of Proposal or such further period as may be mutually agreed upon.

Yours sincerely

(Signature, name and designation of the authorized signatory)



Annexure G DRAFT AGREEMENT

THE AGREEMENT BETWEEN OICL AND THE GSP (GST Suvidha Provider) FOR IMPLEMENTATION OF GSP

This Agreement is executed at.....on this the.....day of 2017 BETWEEN OICL, a company incorporated and registered under erstwhile Companies Act, 1956 (1 of 1956), a company within the meaning of Section 2 (20) of the Companies Act, 2013(18 of 2013) The Oriental Insurance Company Limited, having its registered office at Head Office, Oriental House A-25/27 Asaf Ali Road New delhi-110002 (hereinafter referred to as "OICL" which expression shall include its successors and assigns) of the ONE PART

AND

M/s.registered under the Indian Companies Act/LLP having its registered office at.....(hereinafter referred to as the "GSP" which expression shall include its partners present and future, their respective heirs, legal representatives, administrators, successors and permitted assigns as the case may be) of the other part. (Wherever the context so requires the "OICL" and the GSP are individually referred to as the "Party")

WHEREAS

1. OICL proposes to Hire the services of GSP Suvidha Provider details of which are mentioned in the Article 2 hereunder written (hereinafter referred to as the "**said Project**").
2. OICL is desirous of appointing a GSP for the said Project and floated Request for Proposal bearing no.....dated (Hereinafter referred to as the "**RFP**"). GSP has responded by submitting its proposal dt.....
3. Based on the representations and warranties of the GSP made in its said Proposal, OICL has shortlisted the name of the GSP and decided to engage the services of the GSP for the said Project on the terms and conditions contained herein and the RFP.
4. OICL and the GSP have agreed to set out in writing the terms and conditions in respect of the engagement of the GSP for the said Project.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained herein and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties intending to be bound legally, agree as follows:



ARTICLE 1

DEFINITIONS AND INTERPRETATION

1. Definitions

- 1.1 "**Agreement**" shall mean this agreement, together with the Letter of Engagement No.....dated issued by OICL to the GSP, Schedules and the ANNEXUREs to this Agreement and any mutually agreed modifications in writing to this Agreement.
- 1.2 "**Letter of Engagement**" shall mean the Letter Nodated.....issued by OICL to the GSP which is attached herewith.
- 1.3 "**Event of Force Majeure**" shall mean act of God including earthquake, invasion, war, tsunami, rebellion, or other acts generally beyond the control of the Parties and affecting performance of this Agreement.
- 1.4 "**Payments**" or "**Fees**" means all payments to be made by OICL to the GSP as per the Payment Terms stated in **Article 3** of this Agreement hereto.
- 1.5 "**Project**" shall mean Hiring services of GSP ASP, details of which are more fully mentioned in the RFP.
- 1.6 "**Services**" means all the services to be provided/ performed by the GSP to OICL under this Agreement which are more particularly stated in this Agreement and in the Letter of Engagement.
- 1.7 "**Taxes**" means all taxes including but not limited to service tax/ GSP, education cess, higher education cess, levies, surcharges, or withholdings assessed by any Central, State or local authority as a result of the provision of the Services by GSP to OICL.

2. Interpretation

- 2.1 Any reference in this Agreement to any statute or statutory provision shall be construed as including a reference to that statute or statutory provision as from time to time amended modified extended or re-enacted whether before or after the date of this Agreement and to all statutory instruments orders and regulations for the time being made pursuant to it or deriving validity from it. The meanings set forth for defined terms in this Article and all pronouns shall be equally applicable to both the singular and plural masculine, feminine or neutral forms as the context may require.
- 2.2 All references in this Agreement to Articles are to articles in or to this Agreement unless otherwise specified therein. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The words "include", "including" and "among other things" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases or words of like import.



- 2.3 References in this Agreement to any document or agreement shall be deemed to include references to such document or agreement as amended, varied, restated, supplemented or replaced from time to time in accordance with the terms thereof and to include any letters of the parties executed in connection therewith, except as otherwise provided in this Agreement.
- 2.4 The headings of the several Articles and sub-clauses of this Agreement are intended for convenience only and shall not in any way affect the meaning or construction of any provision therein.
- 2.5 The ANNEXURE and schedules of this agreement shall be deemed and construed as part of the operative portion of the agreement as if incorporated in verbatim.

ARTICLE 2

SCOPE OF SERVICES/TERMS OF REFERENCE

Detailed as per Annexure E

ARTICLE 3

PAYMENT AND PAYMENT TERMS

1. In consideration of the performance of the contract, OICL shall pay the GSP fee of Rupees.....plus GST for which GSP's services have been taken.
2. The stages and other terms of Payment of Fees are as under:
 - 2.1 The fee quoted shall state the fee and taxes applicable with present rate (Taxes applicable will be paid as per rate prevailing at the time of actual payment). All out of pocket expenses, travelling, boarding, accommodation and lodging expenses which may be incurred by the GSP and/or its officials in connection with the Contract shall be borne and payable by the GSP alone and OICL shall not be bound to make payment of any amounts in this regard to the GSP.
 - 2.2 Payment will be made after deducting tax deductible at source as per applicable tax laws.
 - 2.3 The Fees shall be subject to deduction of penalties if any, levied on the GSP by OICL in accordance with the provisions of this Agreement. All payment of Fees shall be made after deduction of the applicable taxes if any and payment shall be made in Indian Rupees only.
 - 2.4 Amounts/ Fees payable to the GSP as mentioned above shall not be liable for upward revision during the Term of this Agreement irrespective of reasons whatsoever including, increase or imposition of new taxes, duties, levies, Octroi, charges etc. All undisputed payments shall be made by OICL by direct credit to the GSP's Account Number.....IFSC Code No. with Branch of Bank, through NEFT/RTGS payment mode, within 15 working days of the date on



which the payments fall due in respect of an undisputed invoice or within 15 days of receipt of undisputed invoice, whichever is later.

- 2.5 Notwithstanding anything contained in this Agreement or the RFP where the GSPs are liable to pay any amount to OICL, on account of penalties under this agreement or on account of discrepancies in the invoices, invocation of indemnity by OICL, for third party claims, statutory dues or for any other reason OICL shall without prejudice to its other rights be within rights to adjust such amounts from the Fees payable to the GSP and raise a demand on the GSP for the balance amount if any and the GSP shall pay such amount to OICL within 10 working days of receipt of such demand.

3. Penalty/ Liquidated Damages:

Any delay or deviation by the GSP due to reasons attributable to the GSP, from the timelines mentioned in **ARTICLE 2** of this Agreement, shall attract liquidated damages/penalty at the rate of 1% of the total Fee payable under this Agreement per day or part thereof of the delay/deviation till the actual completion of the work in accordance with this Agreement and the GSP shall promptly pay the same to OICL. OICL shall be within its right to deduct such amounts from the fee payable to the GSP. In such cases, MA shall also have the right to terminate the contract in addition to invoking the performance guarantee at the discretion of OICL.

4. Performance Guarantee

The GSP shall submit a Performance Bank guarantee for an amount equivalent to 10% of the Order being Rs.....(Rupee only) within 15 days valid upto.....from the date of acceptance which may be extended with mutual consultation, from any Scheduled Commercial Bank in India and acceptable to OICL towards performance of the contract. OICL shall be within its rights to invoke the performance guarantee without any notice to the GSP, if the GSP in the opinion of OICL has failed/fails to perform the assignments under the contract to the satisfaction of OICL, or in the event of OICL terminating the contract due to non-performance and/or unsatisfactory performance of the GSP and/or the GSP failing to pay the Penalty /Liquidated Damages payable to OICL.

5. Taxes and Duties

- 5.1 The GSP will be solely responsible for payment of all applicable Taxes, levies, charges, license fees (if any), royalties (if any) etc., that may be imposed by State/Central Government or any local body, payable as per the existing laws, in connection with the provision of Services by GSP under this Contract. The OICL's liability is restricted to the payment of undisputed fees to the GSP as stated in this agreement.
- 5.2 The GSP shall also be liable to pay all corporate tax, income tax and any other taxes that shall be levied on according to the laws and regulations applicable from



time to time on the Fees paid to the GSP. Only service tax/ GSP if applicable will be paid extra. No costs/expenses shall be payable by OICL for travelling (including local conveyance), boarding, lodging, out-of-pocket expenses, liaison, etc. during the validity of the contract.

- 5.3 Wherever the laws and regulations require deduction of any Taxes at the source of payment, OICL shall be entitled to affect such deductions from the payment due to the GSP and make remittance to the competent authority. A certificate evidencing such deductions shall be promptly provided by OICL to GSP to this effect.
- 5.4 The GSP's staff, personnel and labour will be liable to pay personal income taxes in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the GSP shall perform such duties in regard to such deductions thereof as may be imposed on the GSP by such laws and regulations. The GSP further undertakes to obtain such licenses, permit etc. renewal from time to time and it shall be solely responsible in the event of contravention of any Act, Laws or rules in this regard.
- 5.5 The GSP shall pay all the taxes, rates, charges, levies, claims whatsoever that may be imposed by State / Central Government or any local body for the said purposes and for employing such persons for the services and shall provide proof thereof as and when required by OICL.

ARTICLE 4

PROJECT COMMITTEE

1. OICL will constitute a Project Committee for assessing and reviewing the progress of the work on the project and to issue instructions or directions from time to time which shall be observed and followed by the GSP. The Committee, unless otherwise decided by OICL, shall have the following officials as permanent members: -
 - 1.1 OICL's Internal Committee
 - 1.2 At least one of the Officials of the GSP.
2. The GSP shall apprise the Chairman of the Internal Committee with the information relating to implementation, compliance and execution of the Committee decision and also the usual progress of the Project work weekly.

ARTICLE 5

POWERS OF GSP AND OTHER OBLIGATION OF PARTIES

1. Powers



The GSP shall exercise the powers, otherwise expressly prevented/prohibited by OICL, for implementation and executing the work enumerated in Terms of Reference as per Annexure E.

2. Rights and Obligations of Parties

Apart from other rights and obligations mentioned elsewhere in this Agreement it is agreed by the parties the following: -

- 2.1 For the purpose of supervision, the GSP agrees that the project will be under the charge of a competent person who will be in constant charge of the said Project entrusted to the GSP. The GSP agrees to engage and retain at its own cost and expense, adequate number of competent staff for the execution of the Project. These staff depending upon the requirement (as determined by OICL at its sole discretion) should be available until the Project as entrusted to the GSP is completed. Their appointment, dismissal, retrenchment, the condition of services and the rate of remuneration will be determined by the GSP and shall be at the GSP's entire discretion and the said staff at all times shall work under the orders and sole control of the GSP. OICL shall, however, have the right to direct the GSP without assigning any reasons to remove any staffs that is/are considered by OICL as undesirable, which shall be complied by the GSP immediately and shall be substituted by the GSP with employee of equal experience. The staff of the GSP will work in cooperation with OICL staff and carry out their instructions.
- 2.2 OICL may also maintain, depute its own employees, Consultants etc. to oversee the work of GSP and for overall management of Project.
- 2.3 The GSP shall perform its duties and will do everything in its power and authority to ensure the completion of the said Project according to the specifications and in given time schedule.
- 2.4 The GSP shall promptly notify OICL of any changes in the constitution of its firm/GSP. It shall be open to MA to terminate the agreement on the death, retirement, insanity or insolvency of any person/s being director/s or partner/s in the said GSP/firm, or on the addition or introduction of a new partner/ Director without the previous approval in writing of OICL or in the event of any dispute between the Partners/Directors of the GSP. In case of such termination aforesaid, GSP shall be liable for all the accrued liability of OICL. But in absence of and until its termination by OICL as aforesaid, this agreement shall continue to be of full force and effect notwithstanding any changes in the constitution of the firm, by death, retirement, insanity or insolvency of any of its partners or the addition or introduction of any new partner. In case of retirement/death, the surviving or remaining partners of the firm shall be jointly and severally liable for the due and satisfactory performance of the terms and conditions of the agreement.
- 2.5 The GSP agrees to perform its duties as stated in this agreement so as to cause the completion of the work as proposed and of other work as may be entrusted to it and



everything necessary render the same according to the contract as also the completion of the several stages (Milestones). The extension of the time limit if any, given by Govt., will have no consequential effects on the GSP's time schedule in respect of work to be completed till then.

- 2.6 It is agreed that OICL and the GSP shall work jointly as a team in good spirit with a view to getting the project completed in the best possible manner within the stipulated time. OICL shall have right to oversee; differ with the GSP's opinion without affecting the OICL's interest.

ARTICLE 6

REPRESENTATION & WARRANTIES BY THE GSP

1. The GSP hereby agrees, declares and warrants that:

1.1 The GSP has the necessary capacity, expertise and infrastructure etc. to provide professional services of a high standard of its profession to the best of its ability and to the satisfaction of OICL;

1.2 The GSP shall not give or take discounts, commissions, gifts or other inducements for the introduction of Clients/ outsiders dealing with the said Project;

1.3 The GSP shall act with fairness and impartiality when administering the said Project and maintain a high standard of integrity;

1.4 The Deliverables & Services shall be provided by the GSP in a highly professional and competent manner in accordance with the professional standards in industry, and shall meet the descriptions, specifications and the performance standards stated in this Agreement.

1.5 The GSP has all the permissions, licenses, authorities whatever required from the appropriate Government, Statutory/Regulatory authorities to render the Service stated herein to OICL.

1.6 If the GSP is a Company/Firm, the GSP shall not a/effect any change in its constitution which includes reconstitution of the GSP, mergers, reverse mergers, acquisition and amalgamations during the currency of the Contract period without prior written permission of OICL.

1.7 The GSP is duly incorporated, registered, validly existing and in good standing as per the laws of India.

1.8 The GSP has the power and authority to enter into this Agreement and perform its obligations hereunder. The execution, delivery and performance of this Agreement by the GSP and the performance of its obligations hereunder have been duly authorized



and approved by all necessary actions and no other action on the part the GSP is necessary to authorize the execution, delivery and performance of this Agreement.

1.9 The execution, delivery and performance of this Agreement by the GSP:-

1.9.1 Will not violate or contravene any provision of its constitutional documents;

1.9.2 Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;

1.9.3 Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other statutory/regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;

1.9.4 No representation or warranty by the GSP in this Agreement, and no document furnished or to be furnished to OICL, in connection herewith or with the transactions/obligations contemplated hereby, contains or will contain, to the reasonable knowledge of the GSP, any untrue or misleading statement or omits or will omit any material fact. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of the GSP and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions/obligations contemplated in these presents.

ARTICLE 7

TERMS & TERMINATION OF AGREEMENT

1. This agreement shall commence from the date of its execution and shall remain valid till unless it is terminated as per the provisions present.

2. OICL shall be within its right at its sole discretion to terminate this agreement without giving any notice in the event of: -

2.1 Closure of the business by the GSP or any winding up proceedings are commenced/initiated against the GSP or if in the case of a partnership firm, if the firm is dissolved or in the event of death or resignation of one or more partners or reorganization of the firm and/ or;

2.2 In case there is any change in the constitution of the GSP for any reason whatsoever and/ or;



- 2.3 The GSP fails to perform its duties and obligations under this agreement to the satisfaction of the OICL and/or
- 2.4 In the event of dispute between the Partners/ Directors of the GSP.
3. OICL shall also be within its right to terminate this agreement by giving 30 days" notice" in writing and without assigning any reasons to the GSP.
4. The GSP shall not terminate this agreement unless there is failure on the part of OICL to make payment of any undisputed fees to the GSP after serving a notice of 60 days to OICL.
5. Even after the termination of the contract the GSP shall remain liable and shall be responsible in respect of the work executed before the termination of the GSP's appointment and consequences thereof. No additional fees will be paid by OICL for this to the GSP.

ARTICLE 8

INDEMNITY

1. The GSP does hereby Indemnify OICL, and shall keep indemnified and hold OICL harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) and also relating to, resulting from or in any way arising out of any claim, suit or proceeding brought against OICL including by a third party as a result of:
- 1.1 An act or omission of the GSP, its employees, its agents, subcontractors in the performance of the obligations of the GSP under this Agreement and/ or
- 1.2 Claims against OICL and/or any legal proceedings made by employees or other persons who are deployed by the GSP and/or by any statutory/ regulatory/ govt. authority and/or
- 1.3 Breach of any of the material term of this Agreement or breach of any representation or warranty of the GSP under this Agreement, or
- 1.4 Violation of the Confidentiality obligations by the GSP and/or its officials/employees or any other person employed by them in connection with the services under this agreement.
2. The provisions of this Article shall survive notwithstanding the expiration or termination of this Agreement for any reason whatsoever.

ARTICLE 9

CONFIDENTIALITY

1. The GSP acknowledges that in the course of performing their obligations under this Agreement, the GSP shall be exposed to or acquire Confidential Information of OICL or its constituents. The GSP understands and acknowledges that it will be given access



to such Confidential Information solely as a consequence of and pursuant to this Agreement.

2. The GSP will, at all times, maintain confidentiality of the Confidential Information and of this Agreement, Information of OICL including of the OICL's Customer, any business, technical, financial information / data or any other information disclosed or accessible to the GSP for this project whether at the time of disclosure, designated in writing as confidential or not.
3. The GSP agrees to keep in confidence and not disclose to any third party and all Confidential Information available to the GSP and whether such information is given in writing or oral or visual, and whether such writing is marked to indicate the claims of ownership and/ or secrecy or otherwise. The GSP agrees that it shall not use, nor reproduce for use in any way, any Confidential Information of OICL except to the extent required to fulfil its obligations under the Agreement. The GSP agrees to protect the Confidential Information of OICL with at least the same standard of care and procedures used by to protect its own Confidential Information of similar importance but at all times using at least a reasonable degree of care.
4. The GSP shall also ensure that its officials/employees and if GSP is permitted by OICL in writing to assign, delegate or hire another person to assist it in the performance of its obligations under this Agreement, such person also shall maintain the confidentiality of the Confidential Information in the same manner as the GSP is bound to maintain the confidentiality.
5. The provisions of this Article shall survive notwithstanding the expiration or termination of this Agreement for any reason whatsoever. For the purpose of this agreement Confidential information of OICL shall mean and include all non-public information, of OICL including details of the OICL's Critical Assets held by OICL which is accessible by or is available to the GSP, and in writing whether in graphic, visual or any other tangible, intangible or electronic form including, without limitation, Customer Data, OICL's Data any and all information relating to the OICL's Customers, the Software and Hardware Vendors and/or its client's (whether past, present, or future), financial data, financial results and projections, employees (past, present or prospective), technologies, technical and business strategies, computer programs, software tools, source codes, object codes, protocols, product descriptions, trade secrets or know how, customer information and Intellectual Property Rights as well as any such information not generally known to third parties, that the GSP is reasonably expected to treat as confidential. It is clarified that all non-public data residing on the OICL's existing system shall be treated as Confidential Information for the purposes of this Agreement.



ARTICLE 10

1. Miscellaneous

1.1 Notices

1.1.1 Any notice and other communications provided for in this Agreement shall be in writing and shall be first transmitted by postage prepaid registered post with acknowledgement due or by a reputed courier service, by e-mail, in the manner as elected by the Party giving such notice.

In case of notices to OICL:

Department: The Oriental Insurance Company Ltd., Accounts Dept.

Address: Oriental House, A-25/27 Asaf Ali Road, New delhi-110002

Phone Number:

Fax Number:

E Mail:

For attention of: Mr. DGM,

In case of notices to GSP:

.....
.....

1.1.2 All notices shall be deemed to have been validly given if sent to the registered office address and on

1.1.2.1 the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or

1.1.2.2 the business date of receipt, if sent by ordinary post, courier, regd. post.

1.1.3 Any Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to the other not less than fifteen days prior written notice.

2. Entire Agreement



This Agreement together with the RFP and Letter of engagement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes prior negotiations, representations, or agreements, either written or oral. Should there be a provision, obligation or a condition contained in the RFP and/or the Letter of engagement which are not included in this agreement, such provision, obligation or condition shall be deemed to be incorporated in this Agreement.

3. Publicity

Any publicity by the GSP in which the name of OICL is to be used should be done only with the explicit prior written permission of OICL. OICL shall be entitled to impose such conditions or restrictions in relation to the manner of use of the name of MA in any publicity material used by the GSP.

4. Waiver

No failure or delay on the part of OICL relating to the exercise of any right, power, privilege or remedy provided under this Agreement shall operate as a waiver of such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by the GSP nor shall any single or partial exercise of any right, power, privilege or remedy preclude any other or further exercise of such or any other right, power, privilege or remedy provided in this Agreement all of which, unless expressly stated otherwise, are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to MA at law or in equity.

5. Violation of terms

The GSP agrees that OICL shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the GSP from committing any violation or enforce the performance of the covenants, obligations and representations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies OICL may have at law or in equity, including without limitation a right for recovery of the amounts due under this Agreement and related costs and a right for damages.

6. Force Majeure

Should either party be prevented from performing any of its responsibilities (as mentioned in the agreement) by reasons caused by an act of God or any cause beyond its reasonable control, the time for performance shall be extended until the operation or such cause has ceased. If a Force Majeure situation arises, the GSP shall promptly notify OICL in writing of such conditions and the cause thereof



within 10 calendar days. Unless, otherwise, directed by MA in writing, the GSP shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of 1 week, OICL shall be within its right to terminate the Contract and the decision of OICL shall be final and binding on the GSP in this regard. Under such circumstances, OICL shall be required to pay the GSP only such amounts as due to it on account of completed items. The GSP shall not be liable for any loss, damage or claims under this Agreement for termination due to Force Majeure clause.

7. Transfer of Interests

- 7.1 The GSP shall not assign or transfer its duties and obligations under this agreement, without the prior written consent of OICL.
- 7.2 If the GSP is a partnership firm or a company, no change in the constitution of Board of Directors/partners of the GSP/firm shall be made without the prior written approval of OICL.

8. No Agency

- 8.1 The GSP shall perform its obligations under this Agreement as an independent contractor. Neither this Agreement nor the GSP's performance of obligations under this Agreement thereunder shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between OICL and the GSP or its employees and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other party.
- 8.2 The GSP shall solely be responsible for all wages and payments (including any statutory payments) to its employees and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of OICL, nor seek to be treated as employees of OICL for any purpose. GSP shall be liable to make all payments to its employees including salary and other allowances and for any kind of income, taxes or benefits. The GSP alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the GSP will make all required payments and deposits of taxes in a timely manner. The GSP also represents that it has taken all necessary permissions/registrations under the laws in force including the Contract Labour Regulation Act for employing the people and further undertakes to make all statutory payments to competent authorities required to be made in connection with its employees / personnel engaged.



8.3 OICL shall have no liability, whatsoever, for any loss of life/injury to GSP's partners, directors, GSPs, employees, agents or representatives suffered while on duty or in the OICL premises or anywhere else and including, without limitation of liability or any damages suffered which results from the malfunction of any equipment in the premises. All such claims shall be settled by GSP itself. In the interest of GSP, the GSP shall take suitable insurance cover for the risks associated with this project.

9. Amendments

No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by both Parties.

10. Counterparts

This Agreement may be signed in two counterparts, each of which is an original and both of which, taken together, constitutes one and the same instrument.

11. Severability

11.1 If any of the provisions of this Agreement may be constructed in more than one way, the interpretation, which would render the provision legal or otherwise enforceable, shall be accepted.

11.2 In the event any Court or other government authority shall determine any provisions in this Agreement is not enforceable as written, the Parties agree that the provision shall be amended so that it is enforceable to the fullest extent permissible under the laws and public policies of the jurisdiction in which enforcement is sought, and affords the Parties the same basic rights and obligations and has the same economic effect as prior to amendment.

11.3 In the event that any of the provisions of this Agreement shall be found to be void, but would be valid if some part thereof was deleted or the scope, period or area of application were reduced, then parties shall on mutual consent in writing agree that such provision shall apply with the deletion of such words or such reduction of scope, period or area of application as may be required to make such provisions valid and effective; provided however, that on the revocation, removal or diminution of the law or provisions, as the case may be, by virtue of which such provisions contained in this Agreement were limited as provided hereinabove, the original provisions would stand renewed and be effective to their original extent, as if they had not been limited by the law or provisions revoked. Notwithstanding the limitation of this provision by any law for the time being in force, the Parties undertake to, at all times observe and be bound by the spirit of this Agreement.



12. Arbitration

12.1 If any dispute, difference or disagreement shall at any time arise between the GSP and OICL as to the interpretation of this agreement or concerning anything herein contained or arising out of this agreement or as to the rights, liabilities and duties of the said parties hereunder, or as to the execution of the said Project, except in respect of the matters for which it is provided herein that the decision of OICL shall be final and binding on Project GSP, the same shall be referred to the General Manager & Financial Advisor for settlement. In case the dispute / disagreement continues, the matter shall be referred to the Arbitration and final decision of the Mumbai based sole Arbitrator to be appointed by the both the parties after adopting and following the fast track procedure as laid down in Section 29 B of the Arbitration and Conciliation Act 1996.

12.2 The work under the contract shall, however, has to continue during the Arbitration proceedings or otherwise. No payment due or payable to the GSP shall be withheld on account of such proceedings except the disputed payment of fees on account of other provisions in this agreement.

12.3 The fees, if any, of the Arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties.

12.4 Arbitration proceedings shall be held at New Delhi, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

13. Expenses & Stamp Duty

All the expenses including stamp duty, levies and other monies payable in connection with the execution of this Agreement shall be borne by the GSP. This agreement executed atthe day and year first written above.

For the GSP

SHRI

NAME:

OFFICE ADDRESS:

WITNESS: (1)

NAME:

ADDRESS:

WITNESS: (2)



NAME:

ADDRESS:

For OICL

The Oriental Insurance Company Ltd. (OICL)

Head office-Oriental House,
A-25/27, Asaf Ali Road,
New Delhi - 110 002

WITNESS : (1)

NAME :

ADDRESS :

WITNESS : (2)

NAME :

ADDRESS :



ANNEXURE-H NON-DISCLOSURE AGREEMENT

(Should be on Rs.100/-stamp paper)

This confidentiality and non-disclosure agreement is made on the day of , 20.... BETWEEN (Bidder), (hereinafter to be referred to as "----") which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns a company incorporated under the erstwhile Companies Act, 1956 and having its principal office at (address).

AND THE ORIENTAL INSURANCE COMPANY LTD.(hereinafter to be called "OICL") which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns having its Registered Office at..... (address) on the following terms and conditions:

WHEREAS, in the course of the business relationship between the aforesaid parties, both the parties acknowledge that either party may have access to or have disclosed any information, which is of a confidential nature, through any mode and recognize that there is a need to disclose to one another such confidential information, of each party to be used only for the Business Purpose and to protect such confidential information from unauthorized use and disclosure;

NOW THEREFORE, in consideration of the mutual promises contained herein, the adequacy and sufficiency of which consideration is hereby acknowledged and agreed, the parties hereby agree as follows: –

This Agreement shall apply to all confidential and proprietary information disclosed by one party to the other party, including information included in the caption 'Definitions' of this Agreement and other information which the disclosing party identifies in writing or otherwise as confidential before or within thirty days after disclosure to the receiving party ("Confidential Information"). Information may be in any form or medium, tangible or intangible, and may be communicated/disclosed in writing, orally, electronically or through visual observation or by any other means to one party (the receiving party) by the other party (the disclosing party) provided any information which has been disclosed in an intangible form shall reduce to writing within fifteen (15) business days for such information to be deemed as Confidential Information.

1. DEFINITIONS

- 1.1. CONFIDENTIAL INFORMATION means all the information of the Disclosing Party which is disclosed to the Receiving party pursuant to the business arrangement whether oral or written or through visual observation or in electronic mode and shall include but is not limited to trade secrets, know-how, inventions, techniques, processes, plans, algorithms, software programs, source code, semiconductor designs, schematic designs, business methods, customer lists,



contacts, financial information, sales and marketing plans techniques, schematics, designs, contracts, financial information, sales and marketing plans, business plans, clients, client data, business affairs, operations, strategies, inventions, methodologies, technologies, employees, subcontractors, the contents of any and all agreements, subscription lists, customer lists, photofiles, advertising materials, contract quotations, charity contracts, documents, passwords, codes, computer programs, tapes, books, records, files and tax returns, data, statistics, facts, figures, numbers, records, professionals employed, correspondence carried out with and received from professionals such as Advocates, Solicitors, Barristers, Attorneys, Chartered Accountants, Company Secretaries, Doctors, Auditors, Surveyors, Loss Assessors, Investigators, Forensic experts, Scientists, Opinions, Reports, all matters coming within the purview of Privileged Communications as contemplated under Indian Evidence Act, 1872, legal notices sent and received, Claim files, Insurance policies, their rates, advantages, terms, conditions, exclusions, charges, correspondence from and with clients/ customers or their representatives, Proposal Forms, Claim-forms, Complaints, Suits, testimonies, matters related to any enquiry, claim-notes, defences taken before a Court of Law, Judicial For a, Quasi-judicial bodies, or any Authority, Commission, pricing, service proposals, methods of operations, procedures, products and/ or services and business information of the Disclosing Party. The above definition of Confidential Information applies to both parties equally; however in addition, without limitation, where the Disclosing Party is the OICL, no information that is exempted from disclosure under section 8 or any other provision of Right to Information Act, 2005 shall at any time be disclosed by the Receiving Party to any third party.

- 1.2. MATERIALS mean including without limitation, documents, drawings, models, apparatus, sketches, designs and lists furnished to the Receiving Party by the Disclosing Party and any tangible embodiments of the Disclosing Party's Confidential Information created by the Receiving Party.

2. COVENANT NOT TO DISCLOSE

The Receiving Party will use the Disclosing Party's Confidential Information solely to fulfill its obligations as part of and in furtherance of the actual or potential business relationship with the Disclosing Party. The Receiving Party shall not use the Confidential Information in any way that is directly or indirectly detrimental to the Disclosing Party or its subsidiaries or affiliates, and shall not disclose the Confidential Information to any unauthorized third party. The Receiving Party shall not disclose any Confidential Information to any person except to its employees, authorized agents, consultants and contractors on a need to know basis, who have prior to the disclosure of or access to any such Confidential Information agreed in writing to receive it under terms at least as restrictive as those specified in this Agreement.

In this regard, the agreement entered into between the Receiving Party and any such person/s shall be forwarded to the Disclosing Party promptly thereafter. Prior to



disclosing any Confidential Information to such person/s, the Receiving Party shall inform them of the confidential nature of the information and their obligation to refrain from disclosure of the Confidential Information. The Receiving party shall use at least the same degree of care in safeguarding the Confidential Information as it uses or would use in safeguarding its own Confidential Information, & shall take all steps necessary to protect the Confidential Information from any unauthorized or inadvertent use. In no event shall the Receiving Party take all reasonable measures that are lesser than the measures it uses for its own information of similar type. The Receiving Party and its Representatives will immediately notify the Disclosing Party of any use or disclosure of the Confidential Information that is not authorized by this Agreement. In particular, the Receiving Party will immediately give notice in writing to the Disclosing Party of any unauthorized use or disclosure of the Confidential Information and agrees to assist the Disclosing Party in remedying such unauthorized use or disclosure of the Confidential Information.

The Receiving Party and its Representatives shall not disclose to any person including, without limitation any corporation, sovereign, partnership, company, Association of Persons, entity or individual

- i. the fact that any investigations, discussions or negotiations are taking place concerning the actual or potential business relationship between the parties,
- ii. that it has requested or received Confidential Information, or
- iii. any of the terms, conditions or any other fact about the actual or potential business relationship.

This confidentiality obligation shall not apply only to the extent that the Receiving Party can demonstrate that:

- i. the Confidential Information of the Disclosing Party is, or properly became, at the time of disclosure, part of the public domain, by publication or otherwise, except by breach of the provisions of this Agreement; or
- ii. was rightfully acquired by the Receiving Party or its Representatives prior to disclosure by the Disclosing Party;
- iii. was independently developed by Receiving Party or its Representatives without reference to the Confidential Information; or
- iv. the Confidential Information of the Disclosing Party is required to be disclosed by a Government agency, is the subject of a subpoena or other legal or demand for disclosure; provided, however, that the receiving party has given the disclosing party prompt written notice of such demand for disclosure and the receiving party reasonably cooperates with the disclosing party's efforts to secure an appropriate protective order prior to such disclosure.
- v. is disclosed with the prior consent of or was duly authorized in writing by the disclosing party.



3. RETURN OF THE MATERIALS

Upon the disclosing party's request, the receiving party shall either return to the disclosing party all Information or shall certify to the disclosing party that all media containing Information have been destroyed.

4. OWNERSHIP OF CONFIDENTIAL INFORMATION

The Disclosing Party shall be deemed the owner of all Confidential Information disclosed by it or its agents to the Receiving Party hereunder, including without limitation all patents, copyright, trademark, service mark, trade secret and other proprietary rights and interests therein, and Receiving Party acknowledges and agrees that nothing contained in this Agreement shall be construed as granting any rights to the Receiving Party, by license or otherwise in or to any Confidential Information. Confidential Information is provided "as is" with all faults.

By disclosing Information or executing this Agreement, the disclosing party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right.

In no event shall the Disclosing Party be liable for the accuracy or completeness of the Confidential Information. THE DISCLOSING PARTY DISCLAIMS ALL WARRANTIES REGARDING THE INFORMATION, INCLUDING ALL WARRANTIES WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AND ALL WARRANTIES AS TO THE ACCURACY OR UTILITY OF SUCH INFORMATION. Execution of this Agreement and the disclosure of Information pursuant to this Agreement does not constitute or imply any commitment, promise, or inducement by either party to make any purchase or sale, or to enter into any additional agreement of any kind.

5. REMEDIES FOR BREACH OF CONFIDENTIALITY

- 5.1. The Receiving Party agrees and acknowledges that Confidential Information is owned solely by the disclosing party (or its licensors) and that any unauthorized disclosure of any Confidential Information prohibited herein or any breach of the provisions herein may result in an irreparable harm and significant injury and damage to the Disclosing Party which may be difficult to ascertain and not be adequately compensable in terms of monetary damages. The Disclosing Party will have no adequate remedy at law thereof, and that the Disclosing Party may, in addition to all other remedies available to it at law or in equity, be entitled to obtain timely preliminary, temporary or permanent mandatory or restraining injunctions, orders or decrees as may be necessary to protect the Disclosing Party against, or on account of, any breach by the Receiving Party of the provisions contained herein, and the Receiving Party agrees to reimburse the reasonable legal fees and other costs incurred by Disclosing Party in enforcing the provisions of this



Agreement apart from paying damages with interest at the market rate prevalent on the date of breach to the Disclosing Party.

- 5.2. The Receiving Party agrees and acknowledges that any disclosure, misappropriation, conversion or dishonest use of the said Confidential Information shall, in addition to the remedies mentioned above, make the Receiving Party criminally liable for Breach of Trust under section 405 of the Indian Penal Code.

6. TERM

This Agreement shall be effective on the first date written above and shall continue in full force and effect for the term of the assignment and thereafter. This Agreement shall however apply to Confidential Information disclosed by the Disclosing Party to the Receiving Party prior to, as well as after the effective date hereof. The Receiving Party acknowledges and agrees that the termination of any agreement and relationship with the Disclosing Party shall not in any way affect the obligations of the Receiving Party in not disclosing of Confidential Information of the Disclosing Party set forth herein. The obligation of non-disclosure of Confidential Information shall bind both parties, and also their successors, nominees and assignees.

7. GOVERNING LAW & JURISDICTION

This Agreement shall be governed by and construed with solely in accordance with the laws of India in every particular, including formation and interpretation without regard to its conflicts of law provisions. Any proceedings arising out of or in connection with this Agreement shall be brought only before the Courts of competent jurisdiction in New Delhi.

8. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement and understanding between the parties as to the subject-matter of this Agreement and supersedes all prior or simultaneous representations, discussions, and negotiations whether oral or written or electronic. This Agreement may be amended or supplemented only by a writing that is signed by duly authorized representatives of both parties.

9. WAIVER

No term or provision hereof will be considered waived by either party and no breach excused by the Disclosing Party, unless such waiver or consent is in writing signed by or on behalf of duly Constituted Attorney of the Disclosing Party. No consent or waiver whether express or implied of a breach by the Disclosing Party will constitute consent to the waiver of or excuse of any other or different or subsequent breach by the Receiving Party.



10. SEVERABILITY

If any provision of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the same economic or legal effect as the original provision and the remainder of this Agreement will remain in full force.

11. NOTICES

Any notice provided for or permitted under this Agreement will be treated as having been given when (a) delivered personally, or (b) sent by commercial overnight courier with written verification of receipt, or (c) mailed postage prepaid by certified or registered mail, return receipt requested, or (d) by electronic mail, to the party to be notified, at the address set forth below or at such other place of which the other party has been notified in accordance with the provisions of this clause. Such notice will be treated as having been received upon actual receipt. Provided always that notices to the OICL shall be served on the Company's Head Office at New Delhi by Registered Post AD & email.

IN WITNESS WHEREOF THE PARTIES HERE TO have set and subscribed their respective hands and seals the day and year herein above mentioned.

a) SIGNED SEALED & DELIVERED BY THE WITHIN NAMED INSURANCE COMPANY b) SIGNED SEALED & DELIVERED BY THE WITHIN NAMED (BIDDER)

Deputy General Manager

In the presence of

In the presence of

Witnesses:1 _____

Witnesses:1 _____

Witnesses:2 _____

Witnesses:2 _____



Annexure - I
GUARANTEE FOR PERFORMANCE OF CONTRACT

THIS GUARANTEE AGREEMENT executed at.....this.....day of
Two Thousand Seventeen

BY:

.....(insurance company), a body corporate constituted under.....,
having its Registered Office/ Head Office at....., and a

Branch Office at

.....(hereinafter referred to as

"the

Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns)

IN FAVOUR OF:

THE ORIENTAL INSURANCE COMPANY LTD., a company registered under the erstwhile Companies Act, 1956 (1 of 1956) and having its registered office at The Oriental Insurance Company of India Ltd. (OICL), Head office- Oriental House, A-25/27, Asaf Ali Road, New Delhi - 110 002 (hereinafter referred to as "**The Oriental Insurance Company Ltd.**" which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns),

WHEREAS, OICL, vide its RFP No. [] dated [] (**RFP**), had called for the bids for engagement of GSP for compliance with GSP (hereinafter referred to as "Successful Bidder"). The Successful Bidder has entered into Agreement on [] (**the Contract**) with OICL, subject to the terms, conditions, covenants, provisions and stipulation contained therein.

AND WHEREAS pursuant to RFP, the Contract, ANNEXURES, Schedule, Forms and the other related documents (hereinafter collectively referred to as "**the said documents**", OICL has agreed to avail from M/s. [] and M/s. [] has agreed to provide to OICL [] (*please mention the services obtained from bidder*), more particularly described in the said documents (hereinafter collectively referred to as "**the Services**"), subject to payment of the contract price as stated in the said documents (**the Contract Price**) and also subject to the terms, conditions, covenants, provisions and stipulations contained the said documents.

AND WHEREAS the Successful Bidder has duly signed the said documents.

AND WHEREAS in terms of the said documents, the Successful Bidder has agreed to provide the Services and to procure an unconditional and irrevocable performance bank guarantee, in favor of OICL, from a bank acceptable to OICL for securing [] towards the



faithful observance and performance by the Successful Bidder of the terms, conditions, covenants, stipulations, provisions of the said documents.

AND WHEREAS at the request of the Successful Bidder, the Guarantor has agreed to guarantee the OICL, payment of the [] % of the Contract Price amounting to [] (*in words*) towards faithful observance and performance by the Successful Bidder of the terms of the said document.

NOW, THEREFORE, THIS AGREEMENT WITNESS AS FOLLOWS:

The words and expressions not specifically defined shall have the same meanings as are respectively assigned to them in the RFP

1. The Guarantor hereby guarantees and undertakes to pay, on demand, to OICL at its office at Mumbai forthwith an amount of Rs. [] or any part thereof, as the case may be, as aforesaid due to OICL from the Successful Bidder, towards any loss, costs, damages, etc. suffered by OICL on account of default of the Successful Bidder in the faithful observance and performance of the terms, conditions, covenants, stipulations, provisions of the said documents, without any demur, reservation, contest, recourse or protest or without any reference to the Successful Bidder. Any such demand or claim made by OICL, on the Guarantor shall be final, conclusive and binding notwithstanding any difference or any dispute between OICL and the Successful Bidder or any dispute between OICL and the Successful Bidder pending before any Court, Tribunal, Arbitrator, or any other authority.
2. The Guarantor agrees and undertakes not to revoke this Guarantee during the currency of these presents/the said documents, without the previous written consent of OICL and further agrees that the Guarantee herein contained shall continue to be enforceable until and unless it is discharged earlier by OICL, in writing.
3. OICL shall be the sole judge to decide whether the Successful Bidder has failed to observe the terms and conditions of the said documents and on account of the said failure what amount has become payable by the Successful Bidder to OICL under this Guarantee. The decision of OICL in this behalf shall be final, conclusive and binding on the Guarantor and the Guarantor shall not be entitled to require OICL to establish its claim under this Guarantee and shall pay the sums demanded without any objection, whatsoever.
4. The liability of the Guarantor, under this Guarantee shall not be affected by
 - 4.1. Any change in the constitution or winding up of the Successful Bidder or any absorption, merger or
 - 4.2. Amalgamation of the Successful Bidder with any other company, corporation or Concern; or



- 4.3. Any change in the management of the Successful Bidder or takeover of the management of the Successful Bidder by the Government or by any other authority; or
- 4.4. Acquisition or rationalization of the Successful Bidder and /or of any of its undertaking(s) pursuant to any law; or
- 4.5. Any change in the constitution of OICL / Successful Bidder; or
- 4.6. Any change in the setup of the Guarantor which may be by way of change in the constitution,
- 4.7. Winding up, voluntary or otherwise, absorption, merger or amalgamation or otherwise or the absence or deficiency of powers on the part of the Guarantor to give Guarantees and / or Indemnities or any irregularity in the exercise of such powers.
- 4.8. Any variance in the terms and conditions of the said documents.
5. OICL shall be at liberty to make any modification or otherwise vary or alter the said terms & conditions and / or rules or regulations concerning the said documents and the same will not in any way discharge or otherwise vitiate or affect this Guarantee. However, the liability of the Guarantor shall not exceed the guaranteed amount of Rs. [] at any point of time.
6. Any act or omission, time or indulgence granted by OICL to the Successful Bidder and / or Guarantor if any will also not discharge this Guarantee or otherwise vitiate or affect or prejudice this Guarantee. Notwithstanding anything to the contrary contained herein, and / or any indulgence shown by OICL, the Guarantee hereby furnished shall remain in full force and effect until the ultimate balance of the entire dues of OICL being Rs. [] under this Guarantee as aforesaid have been paid in full.
7. The Guarantor shall on demand make the payment without set-off and free and clear of any deductions, charges, fees, or withholding of any nature presently or in the future imposed, levied, collected, withheld or assessed by the Government or any political subdivision or authority and therein and thereof.
8. The Guarantor confirms that a mere letter from OICL under the signature of its Authorized Signatory that there has been a default/ failure on the part of the successful bidder in faithfully observing and performing the terms, conditions, covenants, stipulations, provisions, of the Agreement/ the said documents, shall without any other or further proof be final, conclusive and binding on the Guarantor.
9. This Guarantee will expire on [] (validity period). However, any demand or claim under this Guarantee must be received by the Guarantor within a period of 90 days (claim period) after the expiry of the validity period and if no such demand or claim



THE ORIENTAL INSURANCE COMPANY LIMITED

Regd. Office: "ORIENTAL HOUSE, A-25/27 Asaf Ali Road, New Delhi - 110 002

has been received by the Guarantor within 90 days after the expiry of the validity period, then all the rights of the OICL under this Guarantee shall cease.

10. The Guarantor hereby agree and undertake to extend the validity period of this guarantee for a further period as decided by OICL when such request is received at **least 15 days** before the expiry of validity period of the Guarantee.
11. This Guarantee shall be binding upon us and successors-in-interest and shall be irrevocable.
12. For all purposes connected with this Guarantee and in respect of all disputes and differences under or in respect of these presents or arising therefrom, the courts of [] shall alone have jurisdiction to the exclusion of all other courts. IN WITNESSTH WHEREOF the Guarantor has caused these presents to be executed on the day, month and year first herein above written as hereinafter appearing.

SIGNED AND DELIVERED BY
the within named Guarantor,

by the hand of Shri. _____ its authorised official.