

Corrigendum for NIT for revamping of Integrated Grievance Management System (IGMS), maintenance of the developed application, replacement of existing hardware setup, hosting and provide end-to-end support

This document reference to the RFP No.

IRDAI/IT/2018-19/13

Date: 12-01-2019

Point No.1:

Earnest Money Deposit (EMD):

The EMD of those IT firms that are rejected during the technical evaluation stage will be returned within 30 days from the date of Technical shortlisting. The EMD of the remaining unsuccessful companies will be returned after 45 days from the date of **award of contract** and the EMD of the successful bidder will be released after the bidder signs the final agreement and furnishes the Performance Bank Guarantee (PBG).

Point No.2:

The earnest money deposit (EMD) may be forfeited:

1. If the bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form
2. In the case of a successful bidder, if the bidder fails within the mutually agreed time limit to sign the Contract Agreement, or to furnish the required performance guarantee.

Point No.3:

Bid Validity:

The price bid shall remain valid for not more than **120 days** from the last date of bid submission.

Point No. 4:

Infrastructure (Hardware and Software Payment):

60% on supply; 30% on installation 10% on submission of PBG.

Point No.5:

Intellectual Property Right (IPR):

Intellectual Property

- a. Except to the extent otherwise expressly provided in this Agreement, IRDA shall retain exclusive intellectual property rights to the IGMS Application Software, forms and the compilations of the project to which, IRDA has sovereign rights and nothing herein shall or will be construed or deemed to grant to the Implementation agency any right, title, license, sub-license, proprietary right or other claim against or interest in, to or under (whether by estoppels, by implication or otherwise) to the aforesaid rights.

- b. The IPR on the IGMS application software shall vest with the IRDA as soon as the system is certified by the 3rd party audit agency. A copy of the source code shall be kept in the custody of the IRDA on a monthly basis, with proper version control.
- c. Without limiting the generality and except to the extent otherwise expressly agreed by the Parties to this Agreement or the SLA in writing nothing contained in this Agreement or the SLA shall or will be construed or deemed to grant to the Implementation agency any right, title, license or other interest in, to or under (whether by estoppel, by implication or otherwise) any logo, trademark, trade name, service mark or similar designations of IRDA or project or its respective affiliates/nominees or any confusingly similar designations of project.
- d. Subject to any sole or exclusive rights granted by the IRDA to a third party prior to the Effective Date, the IRDA grants to the Implementation agency and any subcontractors to the Implementation agency solely in their performance of Services for project or its nominated agencies, non-exclusive, paid-up, royalty-free right and license during the Term of this Agreement, but not the right to sublicense, to use the project data including the right to copy, perform, display, execute, reproduce, modify, enhance and improve the project data to the extent reasonably necessary or useful for the provision of Services hereunder.
- e. Implementation agency shall not use the project data to provide services for the benefit of any third party, as a service bureau.
- f. Implementation agency shall indemnify, defend and hold harmless IRDA and their respective officers, employees, successors and assigns, from and against any and all losses arising from claims by third parties that any Deliverable (or the access, use or other rights thereto) created by Implementation agency or sub-contractors to the Implementation agency pursuant to this Agreement, and/or the SLA, or any equipment, software, information, methods of operation or other intellectual property (or the access, use or other rights thereto) provided by Implementation agency or sub contractors to the Implementation agency pursuant to this Agreement or the SLA
 - i. infringes a copyright enforceable in India,
 - ii. infringes a patent issued in India, or
 - iii. constitutes misappropriation or unlawful disclosure or use of another Party's trade secret under the laws of India (collectively, "Infringement Claims"); provided, however, that this will not apply to any Deliverable (or the access, use or other rights thereto) created by (A) IRDA; (B) third parties (i.e., other than Implementation agency or Implementation agency's sub-contractors) at the written direction of IRDA.
- g. The IRDA shall have no liability or obligation to Implementation agency or any other Party above to the extent the Infringement Claim is based upon any use of the equipment, software, information, methods of operation or other intellectual property (or the access, use or other rights thereto) for the benefit of any Party (including any use by Implementation agency or its nominees outside the scope of the Services) other than for IRDA under this Agreement.
- h. Notwithstanding any provisions of this Agreement to the contrary, the foregoing remedies constitute the Parties' sole and exclusive remedies and each Party's entire liability, with respect to Infringement Claims.
- i. If Implementation agency uses in the course of the provision of the Services any Third Party System it will use all commercially reasonable endeavours to pass through to the IRDA such third party's warranties relating to such Third Party Systems. In the event that such warranties cannot

be passed through to or enforced by the IRDA, the Implementation agency will enforce such warranties on IRDA's behalf and account to IRDA for so doing.

- j. All rights, title and interest in and to, and ownership in, Proprietary Information of project which is provided to Implementation agency, and all modifications, enhancements and other derivative works of such Project Proprietary Information ("Project Proprietary Information"), as a result of Services rendered by the Implementation agency hereunder shall remain solely with IRDAI. Implementation agency shall be entitled to use such Project Proprietary Information only during the Agreement Term and only for the purposes of providing the Services or to the extent necessary for Implementation agency's normal operational, repair and maintenance purposes related to the Services. IRDAI shall retain ownership of all Intellectual Property Rights related to Project Proprietary Information.
- k. All rights, title and interest in and to, and ownership in, Proprietary Information of Implementation agency, which is provided to the IRDAI, and all modifications, enhancements and other derivative works of such Implementation agency Proprietary Information ("Implementation agency Proprietary Information"), shall remain solely with Implementation agency. The Implementation agency will upon the award of the project in its favor, declare the status of the entire Implementation agency Proprietary Information along with documentary support sufficient to establish its sole legal rights in the aforesaid Proprietary Information to the IRDA. This Proprietary Information shall refer to that which has been owned by the Implementation agency prior to commencement of the Agreement. Additionally, any software that may be acquired from third parties during the term of the agreement and that which may be developed by the Implementation agency during the course of the Agreement specifically for project shall not be considered as Implementation agency Proprietary Information by the IRDAI. The IRDAI shall be entitled to use such Implementation agency Proprietary Information only in connection with the Services or to the extent necessary for Project's normal operational, repair and maintenance purposes related to the Services. To the extent that the Implementation agency Proprietary Information is incorporated within the Deliverables, Implementation agency and its employees engaged hereby grant IRDA a worldwide, perpetual, irrevocable, non-exclusive, transferable, paid-up right and license to use, copy, modify (or have modified), transport to project facilities, and prepare from them, use and copy derivative works for the benefit of and internal use of project such Implementation agency Proprietary Information. IRDAI's rights pursuant to the preceding sentence include the right to disclose such Implementation agency Proprietary Information to third party contractors solely for use on project provided that all such third party contractors execute, deliver and comply with any customary confidentiality and nondisclosure agreements reasonably required by the Implementation Agency and the IRDA.
- l. With respect to ownership of the Deliverables, the Parties agree that the following shall apply:
 - i. All the deliverables provided to IRDA by Implementation agency during the course of its performance under this Agreement, and/or the SLA which includes but is not limited to IGMS Application Software as defined in this Agreement, in which, subject to the foregoing provisions of this Article, all right, title and interest in and to such Deliverables, shall, as between Implementation agency and IRDA, immediately upon creation vest in IRDA. To the extent that the Implementation agency Proprietary Information is incorporated within the Deliverables, Implementation agency and its employees engaged hereby grant to IRDA a worldwide, perpetual, irrevocable, nonexclusive, transferable, paid-up right and license to use, copy, modify (or have modified), transport to Project facilities, and prepare from them, use and copy derivative works for the benefit of and internal use of project, of such Implementation agency Proprietary Information.

- ii. If Implementation agency proceeds to apply for, or assign to any third party, any patent rights relating to Implementation agency Proprietary Information referred to in the above clause, Implementation agency will ensure that IRDA's rights as provided herein are preserved.
- m. IRDAI hereby grants to Implementation agency a non-exclusive right and license to access and use the Project Proprietary Information solely for the purpose of providing Services to IRDA. Such right and license shall terminate upon the expiration or termination of this Agreement or the SLA.
- n. Upon the expiration or termination of this Agreement (and also in respect of the SLA), Implementation agency shall undertake the actions set forth below in this Article to assist the Project Director, IRDA to procure replacement services equivalent to Services provided hereunder.
 - i. The Implementation agency undertakes to negotiate in good faith with the Project Director, IRDA and any relevant Replacement Implementation agency in respect of commercial terms applying to all Implementation agency Intellectual Property Rights and which the Project Director, IRDA and any relevant Replacement Implementation agency require to enable them to provide or receive services substantially equivalent to the Services hereunder.

In respect of Implementation agency's usage of third party Intellectual Property Rights, Implementation agency undertakes to assist ~~the Project Director~~, IRDAI to secure such consents or licenses from such third parties as are necessary to enable IRDA to receive services substantially equivalent to the Services hereunder. The obligations of the Implementation agency under this Article shall be considered part of the services performed by the Implementation agency under the Exit Management Services.

Point No.6:

The bidder can submit either actual certification or self-declaration only in case of Tier-III requirement.

Point No.7:

Termination:

In case the successful bidder fails to fulfill the Contractual obligation within stipulated time frame without any valid reason, IRDA reserves the right to terminate the contract by giving 15 days notice provided the failure is not cured within such 15 days' notice period. Upon receipt of such notice, the implementing agency will terminate all tasks in an orderly manner, as soon as practical or in accordance with a schedule agreed to by the parties. In the event of termination, Customer agrees to pay the implementing agency for services and deliverable items provided, furnished, developed or otherwise prepared through the termination of all tasks. Such deliverable items will be delivered to Purchaser, if such delivery is reasonably possible and they have not yet delivered.

I. In the event there is any material breach of any of the terms and conditions of this Agreement by any party to this Agreement the other Party may terminate this Agreement provided that the party shall serve a non-compliance one month notice to the defaulting party to rectify the breach or restore the same within the said notice period. After the expiry of said notice period the Agreement shall come to end if the material breach is not rectified or restored by the defaulting party within the said notice period and thereafter IRDA shall pay to IA all payments due as of the termination date stated in the notice on pro

rata basis including those for the proportion of work completed in the on-going stage and to the extent the deliverables supplied and the services rendered upto the date of termination.

In the event of Bidder having back-end contracts with its Principals where IA has already paid or is liable to pay any amounts to the principal on behalf of IRDAI under the scope of this agreement, the IRDAI shall pay the same to IA

Point No.8:

SLA & Penalty Clause:

However, the overall penalty to be charged for the quarter shall not exceed 5_% of QMC

Point No.9:

Application for Bid

4. We agree to abide by this Proposal, consisting of this letter, our Prequalification, Technical and Commercial Proposals and all attachments, for a period of **120 days** from the last date fixed for submission of Proposals as stipulated in the RFP / Addendums and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

5. Until the formal final Contract is prepared and executed between us, this Proposal, together with your written acceptance of the Proposal and your notification of award, shall constitute a binding contract between us.

Point No.10:

Taxes:

The Bidder has to quote the rates excluding taxes. The taxes as per prevailing rates shall be settled along with the invoices of respective periods.

Point No.11:

Deemed Acceptance:

Services and/or deliverables shall be deemed to be fully and finally accepted by Customer in the event when Customer has not submitted its acceptance or rejection response in writing to IA within 15 days from the date of installation/commissioning or when Customer uses the Deliverable in its business, whichever occurs earlier. Parties agree that IA shall have 15 days time to correct in case of any rejection by Customer.

Point No.12:

Non-Hire Clause:

Customer acknowledges that personnel to be provided by Selected Bidder represent a significant investment in recruitment and training, the loss of which would be detrimental to Vendor's business. In

consideration of the foregoing, Customer agrees that for the term of this Agreement and for a period of one year thereafter, Customer will not directly or indirectly, recruit, hire, employ, engage, or discuss employment with any employee of Vendor, or induce any such individual to leave the employ of Vendor. For purposes of this clause, a Vendor employee means any employee or person who has been involved in providing services under this Agreement.

Point No.13:

Site Not Ready (SNR):

Customer hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. Customer agrees that IA shall not be in any manner be liable for any delay arising out of Customer's failure to make the site ready within the stipulated period, including but not limited to levy of liquidated damages for any delay in performance of Services under the terms of this Agreement. In case the SITE is not ready for a continuous period of 30 days, milestone payment related to installation will be released to vendor based on the SNR report, also if there is any additional warranty cost due to continuous site not readiness for 30 days, same will be borne by the customer.

Point No.13:

Limitation of Liability and Indemnity

- a. Notwithstanding what has been stated elsewhere in this Agreement, there shall be no limitation of liability in case of any damages for bodily injury, death or damage to tangible personal property and wilful fraud.
- b. In all other cases, the total financial liability of the Implementation agency shall be limited to the total value of the contract i.e. the Total IGMS Solution Cost (TC) quoted by the IA in its commercial proposal to IRDA in response to the RFP.
- c. Neither this Agreement nor the SLA grants or creates any rights, benefits, claims, obligations or causes of action in, to or on behalf of any person or entity (including any third party) other than between the respective Parties to this Agreement or the SLA, as the case may be.
- d. Any claim or series of claims arising out or in connection with this Agreement or the SLA shall be time barred and invalid if legal proceedings are not commenced by the relevant Party against the other Party within such period as may be permitted by applicable law without the possibility of contractual waiver or limitation.
- e. IRDA shall be entitled to claim the remedy of specific performance under this Agreement or the SLA.

Other Corrigendums:

Page No: 76

a) Primary Site

Existing

Apps Layer	CPU: Dual Processor 2 *Intel Xeon Gold 6146 Processore , 12 Core, 3.20GHz, 24.75 MB L3 Cache. RAM: 256 GB, HDD: 2*1.2/1.8 TB , Connectivity: FC-2*16Gbps HBA, Ethernet-4*1Gbps , 10* 2 Gbps N/W	2	A-A (Apps + Reporting + DMS) & A-P (AD)	MS Windows 2016 Std Edition @ 16 Core based Hyper-V Std Edition @ 2Nos/Server	Apps Layer in Virtual environment, Recommended for MS Hyper Std Edition licences
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Amended:

Apps Layer	CPU: Dual Processor 2 *Intel Xeon Gold 6146 Processor , 12 Core, 3.20GHz, 24.75 MB L3 Cache. RAM: 256 GB, HDD: 2*1.2/1.8 TB , Connectivity: FC-2*16Gbps HBA, Ethernet-4*1Gbps , 10* 2 Gbps N/W	2	A-A (Load Balancer)	MS Windows 2016 Std Edition @ 16 Core based Hyper-V Std Edition @ 2Nos/Server	Apps Layer in Virtual environment, Recommended for MS Hyper Std Edition licences
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a) Primary Site

Backup Server

Existing:

CPU: Dual Processor 2 *Intel Xeon Silver 4112 Processore , 4 Core, 2.60GHz, 8.25 MB L3 Cache. RAM: 64 GB, HDD: 2* 600GB , Connectivity: FC-2*16Gbps HBA, Ethernet-4*1Gbps	1	StandAlone		
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Amended:

CPU: Dual Processor 2 *Intel Xeon Silver 4112 Processor , 4 Core, 2.60GHz, 8.25 MB L3 Cache. RAM: 64 GB, HDD: 1.2 / 1.8 10 K RPM 4 TB Usable , Connectivity: FC-2*16Gbps HBA, Ethernet-4*1Gbps	1	StandAlone		
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Existing:

Backup Device	Tape Library with LTO - 07 Drives with Coutridges			
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Amended:

Backup Device	Tape Library with LTO - 07 (8 slots) Drives with Cartridges			
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Existing Specifications as per RFP:

Database	SQL 2016 DB licences (A-P Cluster)	Active Core Licences @ DC			
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Amended specifications:

Database	SQL 2016 DB licences (A-P Cluster)	Active Core Licences @ DC or Server+Cal based			
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Existing Specifications as per RFP:

SAN Switch	FC-Active Port 16/24*16Gbps	2			
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Amended specifications:

SAN Switch	FC-Active Port – Active Ports 24 *16Gbps	2			
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DR Site

Existing Specifications as per RFP:

Backup Server	CPU: Dual Processor 2 *Intel Xeon Silver 4112 Processore , 4 Core, 2.60GHz, 8.25 MB L3 Cache. RAM: 64 GB, HDD: 2* 600GB , Connectivity: FC-2*16Gbps HBA, Ethernet-4*1Gbps	1			
Backup S/w	Capacity based @ 5-7 TB Licences	1		Subscription based licences	
Backup Device	Tape Library with LTO - 07 Drives with Coutriges	1			

Other Components

DataBase	SQL 2016 DB licences (A-P Cluster)			Active Core Licences @ DC	
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Amended specifications:

Backup Server	CPU: Dual Processor 2 *Intel Xeon Silver 4112 Processor , 4 Core, 2.60GHz, 8.25 MB L3 Cache. RAM: 64 GB, HDD: 1.2 / 1.8 10 K RPM 2 TB Usable , Connectivity: FC-2*16Gbps HBA, Ethernet-4*1Gbps	1			
Backup S/w	Capacity based @ 5-7 TB Licences	1		Subscription based licences	
Backup Device	Tape Library with LTO - 07 (8 slots) Drives with Cartridges	1			

DataBase	SQL 2016 DB licences (A-P Cluster)	Active Core Licences @ DR or Server+ Cal based	
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