

ACTIVITY SCHEDULE		
SR. NO.	ACTIVITY	DETAILS
1	Release of RFP	10th June, 2022
2	Address for Receipt/Submission of Bid document	GIC HOUSING FINANCE LTD National Insurance Building, 6th Floor, 14, J. Tata Road, Churchgate, Mumbai – 400020.
3	Bid Submission	Technical & Commercial Bids
4	Last Date & Time for submission	24th June, 2022
5	Bid Opening Date & Time	27th June, 2022
6	Contact Details	Mr. B Ramanathan Group Executive IT Ph:022-4304 1900 / 9892313811
7	E-mail ID's	ram@gichf.com / itadmin@gichf.com

About GIC Housing Finance Ltd:-

GIC Housing Finance Ltd (GICHFL) is a company registered under Section 25 of the Companies Act, 1956 with its Registered Office at National Insurance Building, 6th Floor, 14, J. Tata Road, Churchgate, Mumbai – 400020 and its 75 Branch Offices are located across PAN India.

Our Promoters are General Insurance Corporation of India, The New India Assurance Company Ltd, United India Insurance Company Ltd, The Oriental Insurance Company Ltd and National Insurance Company Ltd.

GICHFL offices are connected thru MPLS and IP-SEC enabled secured Internet VPN links, each having range of 2 Mbps/1 Mbps/ 512 Kbps.

Objective of RFP:-

GIC Housing Finance Ltd proposes to identify a partner for the Supply of SD-WAN (Software Defined Wide Area Network) Routers/Devices/Peripheral Items etc. as well as Implement the Same and provide comprehensive Maintenance & Support as against Buy-back of existing Routers at our Registered Head Office and all Branch offices for the contract period of Five (5) years. The contract is extendable up to another 2 years or part there of (beyond the above 5 years) at the discretion of GICHF.

SECTION 1 - SCOPE OF WORK:-

1. The selected bidder will own & carry out the below within the contract period:
 - a. Procurement of Routers, Hardware, Software, Devices, Peripheral Items etc. that all will be required to successfully run the SDWAN Infrastructure at GICHF. Please note the licenses and/or ownership of the items procured will be in the name of GIC Housing Finance Ltd.
 - b. Implementation, Installation, Commissioning, Rollout, Integrate etc. off all that is required to enable successful running of SDWAN across all locations of GICHF including its Cloud environments/locations, Data Centers etc.
 - c. Maintain, support, manage etc. as well as provide maintenance of the above along with regular updates, upgrades, patching etc. in a coherent manner to the complete SDWAN system ensuring its availability.
2. The selected Bidder (SD-WAN Solution Provider/ OEM) has to supply and install the SD-WAN Appliance/ Hardware along with required licenses DC, DR, Branch Office locations or any other location as decided by authority. Vendor has to take back-to-back OEM support for all Hardware/ appliance, software, licenses etc.
3. The selected Bidder/OEM/SDWAN solution provider should act as System Integrator (SI) for the implementation of SD-WAN solution which comprises establishing required Network Connectivity including mobile service connectivity to complete the fail free solution for SDWAN.
4. The selected Bidder has to plan, supply, design, integrate, implement, rollout, maintain and manage the SD-WAN solution for the contracted period. It should have seamless integration with the existing Network Architecture.
5. The selected Bidder has to document the detailed solution architecture, design, traffic flow etc. and provide these to GICHF.
6. The selected Bidder has to integrate the SD-WAN solution with AD, NTP Server, TACACS, PIM, Monitoring tool etc.
7. The selected Bidder has to mount the devices in the existing network rack.
8. The selected Bidder has to design, lay and test the solution to cater to the requirements.
9. During the Post Implementation period, the selected Bidder should provide one (1) onsite technical resource to IT department to manage the SDWAN and related infrastructure.
10. The selected Bidder has to submit escalation matrix and inform, if any changes take place in the designed solution.
11. The selected Bidder has to prepare and supply the standard configuration/ backup/ compliance/ reporting etc. templates to as per requirement.

12. The selected Bidder should implement all patches/ upgrades/ updates of hardware/software/ OS/ middleware etc. as and when released by the OEM/ Solution Provider at free of cost.
13. The selected Bidder may be required to participate and comply with in various audits, regulatory requirements and certifications conducted.
14. The selected Bidder has to coordinate with assigned personnel or System Integrators while implementing the project and during any point of time whenever issue is raised.
15. The Selected Bidder should ensure Support Personnel is arranged in Same / Next day for the Installation of SD-WAN devices in case of Spare Replacements for PAN India Branch offices.
16. The Compliance with the Licensing obligations arising out of the above should be the responsibility of the selected Bidder unless any Non-Compliance is asked by GICHFL.

Section 2 – ELIGIBILITY CRITERIA PRE-REQUISITE:

1. The Bidder should be a reputed Original Equipment Manufacturer (OEM) or authorized dealer of OEM (SD-WAN solution provider), who is having an Authorization Certificate from the OEM to participate in the tender from the OEM for sales and service. The Authorization Form from OEM (MAF-Manufacturer Authorization Format) shall specifically mention the tender number and the same shall be submitted along with the technical bid. Otherwise, it will be treated as invalid.
2. Bidder should have an annual turnover of at-least INR 100 crores in the last three financial years (i.e. 2018-19, 2019-20 and 2020-21)
3. The OEM/ Solution provider should have their own Office/ Support Center functioning in India. The documentary proof for the same must be enclosed along with the tender document.
4. The OEM should be part of Leaders Quadrant in Gartner’s Magic Quadrant for WAN Edge Infrastructure 2021 report.
5. SD-WAN Solution Provider should have minimum One (1) successful SD-WAN deployments. Required PO copy has to be attached.
6. The OEM/ SD-WAN Solution Provider should have successfully deployed/supplied a SD-WAN solution in at-least 100 branches in India for a customer.
7. The SD-WAN solution provided by OEM/SD-WAN Solution Provider/Bidder should adhere to the policies of Government of India with respect to the National Security and Data Security.

Section 3 - PERIOD OF CONTRACT:

The Period of the Contract shall be Five (5) years from the date of acceptance of the Purchase order or commencement of support services whichever is later. The contract is extendable up to another 2 years or part there of (beyond the above 5 years) at the discretion of GICHF.

Section 4 – SUBMISSION OF BIDS

The Bids shall be prepared and send the Hard Copy via Courier to the Address Specified in Activity Schedule in 2 different Sealed Envelopes.

1st Envelope – shall contain Eligibility Criteria & Technical Bid

2nd Envelope shall contain Commercial Bid. Price Formats for Price Bids for various products are given in Section-8.

Section 5 – TERMS & CONDITIONS:-**1. General Terms and Conditions:-**

Sl. No.	Item / Description	Compliance by OEM/Bidder (Yes/No)
1	The SD-WAN bidder (OEM/ SD-WAN solution provider) should submit a document stating the make and model of the SD-WAN Solution items offered for all the requirements in terms of the tender specifications, failing which the Tender is liable for rejection.	
2	The OEM/ SD-WAN Solution Provider must submit relevant product brochure/ manual/ documentation for all the quoted items. Compliance to each of the technical and functional requirements must be verifiable from the submitted product brochure/ manual/ documentation.	
3	The OEM/ SD-WAN Solution Provider should provide the Hardcopy /Softcopy of User Manuals.	
4	The OEM/ SD-WAN Solution Provider should submit duly filled compliance statement as per the format for all the respective general terms & conditions/ pre-qualification conditions/ bill of quantity/ mandatory specifications, license & SLA, scope of works etc. Non submission of compliance statement liable to rejection of bid.	
5	The technical bids of bidders, qualifying the bidder eligibility criteria, shall be considered for further evaluation.	

6	Technical evaluation shall be based on the solution offered in the technical bid and complying with the mandatory specifications mentioned in the RFP.	
7	Bidder should ensure that the quoted items are not declared “End of Support” for the next five years from the date of submission of the bid. If in any case, any of the quoted item/s is/are not available in the market, the bidder will have to supply higher version/replacement of that Item in the quoted cost in the same time duration.	
8	The OEM/ Solution Provider/ Bidder shall provide an authorization stating that, the compliances are meeting for all the clauses and conditions in the RFP at the time of bidding. The feature that is not available at the time of bidding shall only be considered as 'non-available feature' and as non-compliance.	
9	The Bidder shall provide a tender acceptance letter agreeing to the scope of work and terms and conditions mentioned in the RFP	

2. Notification of Award/Purchase Order:

After selection of the L1 bidder and after obtaining internal approvals and prior to expiration of the period of Bid validity, GICHFL will send Notification of Award/Purchase Order to the selected Bidder.

3. Signing of Purchase Order:

- Within 3 days of receipt of Purchase order the successful Bidder shall accept the Purchase Order.
- Failure of the successful Bidder to comply with the above requirements shall constitute sufficient grounds for the annulment of the award.

4. Taxes and Duties:

- All taxes deductible at source, if any, at the time of release of payments, shall be deducted at source as per then prevailing rate while making any payment.
- Commercial Bid should be inclusive of all taxes including GST, duties, charges and levies of State or Central Governments as applicable, VAT/Sales Tax, insurance, service taxes etc.
- The benefits realized by bidder due to lower rates of taxes, duties, charges and levies shall be passed on by the bidder to GICHFL.

SECTION – 6:- TECHNICAL SPECIFICATIONS (MANDATORY):-

Sr.No.	Description	Compliance by OEM/ Bidder (Yes/No)	Reference in Datasheet/ Documents (Page No., Para, Item No. etc)
1	Proposed solution should be deployed in live network with minimum 2 SDWAN appliance in DC (HA) and additional 250 SDWAN appliances to be added in single SD-WAN network.		
2	Proposed vendor must be placed in Leaders Quadrant in Gartner SD-WAN 2021 Report.		
3	The SDWAN solution shall support IPv6 from Day-1		
4	Proposed SDWAN solution should have management-based architecture and if management appliances/solution goes offline the SDWAN solution should keep on functioning without any issues. Each SDWAN appliance must support built-in GUI as well for any onsite changes if required.		
5	Architecture must support zero touch deployment, so that minimum efforts are required to deploy the solution.		
6	Management architecture should have option to be deployed in HA if required in future.		
7	Management architecture should support on premise solution.		
8	There should not be any impact on SDWAN data forwarding capability in case of complete disconnection of management console.		
9	Management architecture should support rich policy constructs to manipulate routing information, access control, segmentation, extranets		
10	Solution should provide transport independence and should allow to use any transport like MPLS, Internet, 3G/4G, Point to Point link		
11	SDWAN solution should allow minimum 3 service providers at branch locations and 4 service providers at DC.		
12	SDWAN solution should support minimum BGP and Static routing		
13	SDWAN solution should support performance SLA based on latency, packet loss, jitter or all 3 combined		
14	SDWAN edge devices should support 802.1Q, sub interface, Inter VLAN routing		
15	SDWAN solution should support rule-based routing based on application, user, user group, source, destination or a combination of any of them		
16	SDWAN Solution should support rule creation based on application or source address or destination address, and each rule should have option to use different probe / performance monitor		
17	SDWAN should have at least 4000 application signatures database & support QoS based on application		
18	SDWAN should support FEC (Forward Error correction) and DSCP matching		
19	SDWAN must support BGP additional path support and route-map		
20	SDWAN solution must support Branch to Branch Shortcut Dynamic VPN		
21	The SD-WAN vendor shall confirm which of the following methods the proposed solution identifies application traffic for steering:		

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A	Source/Destination IP Address		
B	FQDN		
C	Source/Destination Subnet		
D	Destination Port #		
E	Differentiated Services Code Point (DSCP)		
F	VLAN Tag		
G	Application signature		
23	The SD-WAN vendor shall identify the granularity at which the product steers traffic to a given path:		
A	Packet-by-packet		
B	Flow-by-flow		
C	Session-by-session		
24	The SD-WAN vendor shall identify the traffic management policies that can be used to steer traffic:		
A	Load balanced		
B	Explicit (forced)		
C	Automatic failover		
D	Automatic fail-back		
25	The SD-WAN vendor shall describe the proposed solution's support for the following features:		
A	Jumbo frames		
B	802.1q (VLAN) Configuration & Processing		
C	Inbound QOS Identification and Classification		
D	Outbound QOS Identification and Classification		
E	Traffic Shaping based on Interface, Tunnel, VLAN, QOS, Application, IP Address, Subnet, or MAC address (indicate all that apply)		
F	Guaranteed minimum / maximum bandwidth by VLAN, QOS, Application or Flow, class		
G	Traffic Shaping based on the percentage of interface bandwidth for each classified traffic.		
26	The SD-WAN vendor shall describe the ways by which the proposed solution allows to block a traffic flow and at which layers can enforcement be applied:		
A	Source/Destination IP Address		
B	URL/FQDN		
C	Source/Destination Subnet		
D	Source/Destination Port #		
E	Differentiated Services Code Point (DSCP)		
F	VLAN Tag		
G	Application		
H	User		

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27	The SD-WAN vendor should provide the dedicated solution for management of SD-WAN with following features		
A	Centralized Management Solution should be VM based & provide a secure web-based interface for the command and control of SD-WAN devices		
B	The centralized management solution should be able to manage at least 450 devices centrally from day one and should be scalable to 800 by procuring additional licenses.		
C	Management solution should record and maintain the history of all configuration changes made over time. Revisions can be scheduled for deployment or rolled back to a previous configuration when needed.		
D	Management solution should centrally manage the configurations of multiple devices from a single console. Configurations can then be built in a central repository and deployed to multiple devices at will.		
E	Management solution should centrally manage firmware images and schedule managed devices for upgrade		
F	Management solution should support CLI or Web or Client applications to simplify configuration deployments.		
G	Management solution should have real-time monitor to view the live status of managed devices to identify trends, outages or other events that may require the attention.		
H	The centralized management solution should support API to enable administrators to automate common tasks such as provisioning SD-WAN appliances		
I	The centralized management solution should be able to manage SD-WAN configuration such as adding new links, configuring performance monitoring, application-based rules etc.		
J	The management solution should be able to show the branch device packet loss, jitter and wan performance etc.		
K	The management solution should be able to show map view of all the branch location with live statics.		
L	The solution should provide streamlined graphical network-wide reporting of events, activities and trends occurring on SD-WAN Devices		
M	The solution be able to provide real-time and historical logs with filtering and search capabilities		
N	The solution should provide predefined templates for building / generating reports		
O	The solution should be able to collect events from all the branches and it should collect traffic logs.		
P	The solution should be able to send alert emails		
Q	The solution should be able to manually generate the report or schedule the same		
28	The SD-WAN vendor should propose the solution on basis on following hardware parameters (QTY 439)		
A	The solution should support a minimum of at least 500 Mbps of SD-WAN throughput		
B	Should support minimum of 500 Mbps IPsec VPN throughput and 150 IPsec Tunnels		
C	The Firewall must support at least 100,000 concurrent		

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	connections and 20,000 new sessions per second		
D	The platform must be having minimum of 5 interfaces with auto sensing 10/100/1000 capability		
E	The solution should be having minimum one USB port and it should support commonly used 3G/4G dongles		
29	The SD-WAN vendor should propose the solution for HO on basis of following hardware parameters		
A	The solution should support a minimum of at least 12 Gbps of SD-WAN throughput		
B	Should support minimum of 12 Gbps IPSec VPN throughput and Minimum of 1200 IPSec Tunnels		
C	The Firewall must support at least 2.8 million concurrent connections and 250,000 new sessions per second		
D	The platform must be having minimum of 2* 10GE SFP+ slots, 8* GE SFP slots and 4* RJ45 ports.		
E	The solution should be having minimum one USB port and it should support commonly used 3G/4G dongles		
F	In HO, proposed hardware should be HA and in DR it should be stand alone. Proposed hardware should have redundant power supply		
30	The proposed SD-WAN solution should support security features Like IPS, AV, Web Filtering, Cloud Sandboxing which can be utilized for future if required by procuring additional licenses.		
31	Threat prevention throughput (including FW, IPS, Application Control & Antivirus) must be at least 400 Mbps with enterprise mix traffic for Branch devices and 3 Gbps for HO Device.		
32	The SD-WAN device should have an inbuilt Layer 7 Stateful firewall that provides Stateful application-based firewalling. Stateful Firewall Services with Access Lists and/or Time-based Access lists to provide supervision and control. The device should support NAT and PAT.		
33	The solution must have a SSL Deep Packet Inspection (DPI) engine to match applications (Layers 3 through 7) so that the corresponding business policy and firewall rules can be configured. The SD-WAN appliance should identify minimum 1300 or more applications using a DPI engine. The solution should also have the ability to add custom applications to be used in firewall rules/ business policy. The DPI engine should support decryption of TLS v1.3.		
34	Proposed solutions should include licenses required to support above mentioned features and functionalities along with 24x7 remote support directly from OEM and Next Business Day RMA replacement for 5 years.		

SECTION – 7: LICENSE AND SLA

S.N.	General Requirements/specifications	Compliance by OEM/Bidder (Yes/No)	Reference in Datasheet/ Documents (Page No., Para, Item No. etc)
1	The licenses and/or ownership of the items procured will be in the name of GIC Housing Finance Ltd.		
2	The Compliance with the Licensing obligations arising out of the above should be the responsibility of the selected Bidder unless any Non-Compliance is asked by GICHFL.		
3	Licensing: should be per device license for unlimited users for VPN (IPSec Site to Site) and other features. There should not be any user/IP/host based licenses. Please specify if the product does not follow the required licensing policy. Any licenses required to support mentioned bandwidth should be included from day one.		
4	The OEM/ Solution provider should have their own offices and Support Center in India. The SD-WAN solution should be supported by the OEM on 24x7x365 basis through a Technical Assistance Center (TAC) in India.		
5	The TAC support should be provided directly by OEM and not through any intermediate partner.		
6	All the functionality and feature license should be pre-installed and it should be usable from day one of operation.		
7	During the tenure, all products updates, device upgrades, patches, software etc., should be provided by the selected Bidder/ OEM with free of cost.		
8	All the license part should be applied to all SD-WAN devices through on-premise central controller and not from cloud.		
9	All the software and licenses required to meet the tender specifications must be provided from day one.		
10	Support & Maintenance charges should including necessary Licenses and Support charges for Five (5) years or the extended period as the case may be.		

SECTION -8 BILL OF QUANTITY:-

Sl. No.	Description/ Particulars	Qty*	Compliance by OEM/Bidder (Yes/No)	Reference in Datasheet/ Documents (Page No., Para, Item No. etc)
I. Branch offices				
I (a)	SD-WAN Device/ Appliance with, The solution should support a minimum of at least 400 Mbps of SD-Wan device throughput Should support minimum of 500 Mbps IPSec VPN throughput and 150 IPSec Tunnels. The Firewall must support at least 250,000 concurrent connections and 25,000 new sessions per second. The platform must be having minimum of 5 interfaces with auto sensing 10/100/1000 capability. The solution should be having minimum one USB port and it should support commonly used 3G/4G dongles.	78		
I (b)	5 Years Comprehensive Warranty, Licenses and Support	78		
I (c)	Spare Devices as specified in I (a) to be maintained in our Zonal offices for Same / Next Business Day Support	8		
II. Corporate Office				
II (a)	SD-WAN Device/ Appliance with, The Device must be having minimum of 2* 10GE SFP+ slots, 8* GE SFP slots and 4* RJ45 ports. The solution should support a minimum of at least 12 Gbps of SD-WAN device throughput. Should support minimum of 12 Gbps IPSec VPN throughput and Minimum of 1200 IPSec Tunnels The Firewall must support at least 2.8 million concurrent connections and 250,000 new sessions per second The solution should be having minimum one USB port and it should support commonly used 3G/4G dongles. In HO, proposed hardware should be HA. Proposed hardware should have Dual Power supply.	2		
II (b)	5 Years Comprehensive Warranty, Licenses and Support.	2		
III. Datacenter				
III (a)	Centralized Controller/ Management/Reporting in Virtual / Hardware - Capable to manage the HO device and remote devices deployed at all sites.	1		
IV. One-Time Implementation Cost				
V. Support, Management, Maintenance etc. Costing for 5 years' period. The contract is extendable up to another 2 years or part there of (beyond the above 5 years) at the discretion of GICHF. Accordingly the prices for the above period (2 years) also need to be provided separately having Monthly, Quarterly & Yearly prices.				

*Qty may vary as per GICHFL's requirement.

Payment Terms:

- One Time Installation, if any will be made post-delivery and Installation of SD-WAN devices at the respective locations.
- Payment for AMC shall be made quarterly in arrears, within 30 days from the date of receipt of correct Invoice along with the supporting documents.
- RTGS Details should be furnished before claiming payment.

SECTION -9 : SLA & PENALTY CLAUSE

Any complaints/request reported by GICHFL on the SDWAN or any hardware failure on any locations or any request for Support, Management, Maintenance etc. shall be responded & resolved by the selected bidder as per the below SLA's. Support Engineer shall be arranged suitably to arrive on the site and/or otherwise fix the issue and/or replace the hardware etc. to maintain the below mentioned SLAs. It will be selected bidders' responsibility to co-ordinate with the OEM's for carrying out the support, management, maintenance, update, and upgrade etc. activities. Wherever GICHFLs approval is required, the selected bidder should update GICHFL to approve the same. Time taken by GICHFL for approval etc. is excluded from the below SLA's time limits.

Sr. No.	Severity Level	Criteria	Response Time	Resolution Time
	High Severity Issues	A major network/ SDWAN/ Device failure having a serious impact on the operation and preventing the operations to function smoothly	Within 15 Mins	Vendor should fix the issue or provide workable solution in 4 hours from raising the issue. Any such workable solution recommendations should be acceptable to GICHF post which it will be considered as a workable solution.
	Medium Severity Issues	This is a problem that does not prevent the major network/ SDWAN/ Device being operable, but will have a serious impact on GICHFL's day to day operations. It only affects specific areas where a reasonable workaround can be utilized	Within 15 Mins	Vendor should fix the issue or provide workable solution in 24 hours from raising the issue. Any such workable solution recommendations should be acceptable to GICHF post which it will be considered as a workable solution.
	Low Severity Issues	This is a problem that does not prevent the network/ SDWAN/ Device being operable, but will have a minor impact on GICHFLs day to day operation of the system_	Within 24 Hrs	Vendor should fix the issue or provide workable solution in 5 days from raising the issue. Any such workable solution recommendations should be acceptable to GICHF post which it will be considered as a workable solution.

Any breach of the above SLA's will attract the penalty as per below:

- a. High Severity Issues – Rs. 2,000/- for every breach of the SLA. If the breach continues beyond 8 hrs, Rs.10,000/- per every day of delay will be charged until the issue is fixed.
- b. Medium Severity Issues– Rs. 1,000/- for every breach of the SLA.

The above penalty will be computed on monthly basis and will be deducted from the payable amount to the selected bidder.

SECTION 10: OTHER TERMS AND CONDITIONS

Confidentiality and Publicity

Each party undertakes at all times to hold in confidence the Confidential Information of the other party, and use only for the purposes hereof and not to print, publicize or otherwise disclose to any third party. "Confidential Information" of the other party means this RFP, any agreement, purchase order issued to the successful bidder (hereinafter referred to as "**Agreement**"), document, material, idea, data or other information which relates to either the bidder's or GICHFL's research and development, trade secrets or business affairs or which is marked as confidential and disclosed or may be disclosed by either party to the other for the purposes hereof. "Confidential Information" of the other party does not however include any document, material, idea, data, or other information which:

1. is known to the receiving party, under no obligation of confidence, at the time of disclosure by the other party; or
2. is or becomes publicly known through no wrongful act of the receiving party; or
3. is lawfully obtained by the receiving party from a third party who in making such disclosure breaches no obligation of confidence to the other party; or
4. is independently developed by the receiving party; or
5. is required to be disclosed by law or regulatory authority.

Nothing in the Agreement shall be construed to prevent or restrict the bidder or GICHFL from disclosing or using in the course of its business any technical knowledge, skill or expertise of a generic nature acquired in the performance of this Agreement.

In the event of disclosure of Confidential Information to a third party in default of the provisions of this Clause, the defaulting party shall use all reasonable endeavors to assist the supplying party in recovering and preventing such third party from using, selling or otherwise disseminating of such information.

The Party's obligations under this Section shall extend to the non-publicizing of any dispute arising out of the Agreement.

The terms of this clause shall continue in full force and effect for a period of Five (5) years from the date of disclosure of such Confidential Information.

In the event of termination of the Agreement, upon written request of the disclosing Party, the receiving Party shall immediately return the disclosing Party's Confidential Information, or at the disclosing Party's option destroy any remaining Confidential Information and certify that such destruction has taken place. The Successful Bidder shall execute separate NDA on the lines of the draft provided in the Annexure 2 hereof.

Indemnity

The bidder hereby indemnifies, protects and saves GICHFL (including its employees, directors or representatives) and holds GICHFL harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from,

1. An act of omission or commission of the bidder, its employees, its agents, or employees of its sub- contractors in the performance of the services as detailed in the Agreement.
2. breach of any of the terms of the Agreement or breach of any representation or false statement or false representation or inaccurate statement or assurance or covenant by the bidder,
3. bonafide use of the deliverables and or services provided by the bidder,
4. misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project,
5. claims made by the employees, sub-contractor, sub-contractor's employees, who are deployed by the bidder, under the Agreement,
6. breach of confidentiality obligations of the bidder,
7. Gross negligence or gross misconduct solely attributable to the bidder or by any agency, contractor, sub-contractor or any of their employees by the bidder for the purpose of any or all of the obligations under the Agreement. The bidder shall further indemnify GICHFL against any loss or damage or other intellectual property, and third-party claims on GICHFL for malfunctioning of the links at all points of time, provided however,
 - i. GICHFL notifies the bidder in writing immediately on being aware of such claim,
 - ii. The bidder has sole control of defence and all related settlement negotiations.
8. Loss of Data.

Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities, compensation suffered by GICHFL arising out of claims made by its customers and/or regulatory authorities.

The bidder shall indemnify, protect and save GICHFL against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act, 1957 or the Information Technology Act, 2000 in respect of all the hardware, software and network equipment's or other systems

supplied by them to GICHFL from whatsoever source, provided GICHFL notifies bidder in writing as soon as practicable when GICHFL becomes aware of the claim however,

1. The bidder has sole control of the defence and all related settlement negotiations.
2. GICHFL provides the bidder with the assistance, information and authority reasonably necessary to perform the above and
3. GICHFL does not make any statements or comments or representations about the claim without the prior written consent of the bidder, except where GICHFL is required by any authority/ regulator to make a comment / statement/ representation. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages and compensations. However indemnity would cover damages, loss or liabilities suffered by GICHFL arising out of claims made by its customers and/or regulatory authorities.
4. The Parties agree that the bidder's total liability under the Agreement shall be limited to a maximum of the total value of the Agreement.

Liability

The selected bidder shall indemnify the GICHFL and be liable for loss due to malfunctioning of the equipment or any software as supplied by them. The total liability of the selected bidder under the Agreement shall not exceed the total order value placed on the said vendor.

Termination of Contract for convenience

GICHFL by written notice sent to the bidder may terminate the Agreement in whole or in part at any time for its convenience giving three (3) months prior notice. The notice of termination shall specify that the termination is for convenience the extent to which performance of the bidder under the Agreement is terminated and the date upon which such termination become effective.

For Insolvency

GICHFL may at any time terminate the Agreement by giving written notice to the bidder, if the bidder becomes bankrupt or insolvent. In this event, termination will be without compensation to the bidder, provided that such termination will not prejudice or affect any right of action of remedy which has accrued or will accrue thereafter to GICHFL.

For Non-performance

GICHFL reserves its right to terminate the Agreement in the event the bidder repeatedly fails to maintain the service levels prescribed by GICHFL in scope of work of this RFP.

Effect of Termination:

In the event of termination of the Agreement hereunder, GICHFL shall pay the bidder all undisputed fees as specified in the Scope of Work (SOW) / Purchase Order, for all deliverables until the termination.

Liquidated Damages

The selected bidder shall indemnify GICHFL and be liable for loss due to malfunctioning of the equipment or any software as supplied and installed by them. The total liability of the selected bidder under the contract shall not exceed the total order value placed on the said vendor.

Force Majeure

If either party is prevented, restricted, delayed or interfered by reason of: a) Fire, explosion, cyclone, floods, droughts, earthquakes, epidemics; b) War, revolution, acts of public enemies, blockage or embargo, riots and civil commotion; c) Any law, order, proclamation, ordinance or requirements of any Government or authority or representative of any such Government, including restrictive trade practices or regulations; d) Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein; Or e) Any other circumstances beyond the control of the party affected; then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected used its best efforts to remove such cause of non-performances, and when removed the party shall continue performance with the utmost dispatch.

Each of the parties agrees to give written notice forthwith to the other upon becoming aware of an Event of Force Majeure, the said notice to contain details of the circumstances giving rise to the Event of Force Majeure. If the Event of Force Majeure shall continue for more than twenty 20 days either party shall be entitled to terminate the Agreement at any time thereafter without notice.

Notwithstanding the provisions of the SOW, the successful bidder or GICHFL shall not be liable for penalty or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Agreement is the result of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the successful bidder and not involving GICHFL or the successful bidder's fault or negligence and not foreseeable. Such events may include, but not restricted to wars, revolutions, epidemics, natural disasters etc.

If force majeure situation arises, the successful bidder shall promptly notify GICHFL in writing of such condition and cause thereof. Unless otherwise directed by GICHFL in writing, the successful shall continue to perform its obligations under contract as far as possible.

Neither party shall have any liability to the other in respect of the termination of the Agreement as a result of an Event of Force Majeure.

Resolution of Disputes

All disputes or differences between GICHFL and the bidder shall be settled amicably. If, however, the parties are not able to resolve them, the same shall be settled by arbitration in accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.

GICHFL and the bidder shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

If, GICHFL and the bidder have been unable to resolve amicably a dispute even after a reasonably long period, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party and/or adjudication in an agreed national forum.

The dispute resolution mechanism to be applied shall be as follows:

1. In case of Dispute or difference arising between GICHFL and the bidder relating to any matter arising out of or connected with the Agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act,1996. The arbitral tribunal shall consist of sole arbitrator appointed jointly by both the parties.
2. Arbitration proceedings shall be held at Mumbai, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
3. The decision of the arbitrator shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

Applicable Law

Applicable Law: The Agreement shall be governed by and interpreted in accordance with the Indian Law. The jurisdiction and venue of any action with respect to the subject-matter of the Agreement shall be the Courts of Mumbai in India and each of the parties hereto submits itself to the exclusive jurisdiction and venue of such courts for the purpose of any such action.

Governing Language: All correspondences and other documents pertaining to this Agreement shall be in English only.

-----END OF RFP DOCUMENT-----