

## REQUEST FOR PROPOSAL (RFP)

For Engagement of services of a Recruitment Service Provider for Appointment of Full-Time Chief Technical Officer on Contractual basis.

NIACL/HR/RSP/2025/01

Date: 18.06.2025



## TABLE OF CONTENTS:

SECTION-I .....	5
SPECIAL INSTRUCTIONS TO BIDDERS: .....	7
Definition of terms used in RFP document: .....	8
Confidentiality .....	9
DISCLAIMER.....	9
Introduction and Purpose .....	10
SECTION - II .....	17
Bidder Eligibility Criteria: .....	17
SECTION - III .....	20
1. SCOPE OF WORK.....	20
2. Detailed Scope of Work: .....	20
SECTION - IV .....	23
1. TECHNICAL & COMMERCIAL BID EVALUATION PROCESS.....	23
2. Performance Bank Guarantee by Successful Bidder: .....	26
3. Other Terms: .....	26
4. Payment Schedule .....	27
5. Duration of the RSP:.....	27
6. Taxes and Duties .....	27
7. Data Protection .....	27
SECTION - V .....	28
1. General Terms and Conditions .....	28
2. Others.....	29
3. Other Terms & Conditions.....	30
4. Contract Commitment .....	34
5. Conflict of Interest.....	34
6. Dispute Resolution.....	35
7. Governing Laws: .....	35
8. Notices and other Communication.....	36
9. Force Majeure.....	36
10. Assignment.....	37
11. Background Check .....	37
12. Waiver .....	37
13. Termination .....	37

14.	Publicity .....	38
15.	Solicitation of Employees .....	39
16.	Compliance with Laws .....	39
17.	Privacy and Security Safeguards.....	39
18.	Order Cancellation .....	40
19.	Indemnity .....	40
20.	Corrupt and Fraudulent Practices.....	42
21.	Violation of Terms.....	42
22.	Authorized Signatory .....	42
23.	Execution of a Service-Level Agreement/Non-Disclosure Agreement: .	42
24.	Right to Reject Proposals.....	43
25.	Principal to Principal Liability.....	43
26.	Limitation of Liability .....	43
27.	Sub-Contracting.....	44
28.	Non-Exclusivity .....	44
29.	Substitution of Project Team Members .....	44
30.	Adherence to Standards .....	45
31.	Audit/ Inspection for Reports .....	46
	ANNEXURES.....	47
	Annexure 1: .....	47
	Annexure 2: .....	48
	Annexure 3: .....	50
	Annexure 4: .....	51
	Annexure 5: .....	52
	Annexure 6: .....	53
	Annexure 7: .....	55
	Annexure 8: .....	56
	Annexure 9: .....	57
	Annexure 10 .....	58
	Annexure 11 .....	75
	Annexure 12: .....	81
	Annexure 13: .....	82
	Annexure 14: .....	83
	Annexure 15 .....	84

Annexure 16: ..... 85

Annexure 17: ..... 86

## SECTION-I

The New India Assurance Company Limited invites online Techno commercial Bid from bonafide, intending & eligible RSP firms for rendering their consultancy services for Appointment of Full-Time Chief Technical Officer on Contractual basis.

### Important Dates

In reference to the for **hiring Recruitments Service Provider for rendering their consultancy services for engagement of Full-Time Chief Technical Officer on Contractual basis** in the Company.

The **Important dates of the Bid** are as follows:

S. No.	Description	Important Dates and other information
1	Date of Commencement of Bid	18.06.2025
2	Last Date and Time for submission of Queries, if any by Bidders	25.06.2025 03:00PM
3	Date and Time for Pre-Bid Meeting	25/06/2025 (03:30 pm). Pre Bid Meeting for engagement of Full-Time Chief Technical Officer Wednesday, June 25 · 3:30 – 5:00pm Time zone: Asia/Kolkata Google Meet joining info Video call link: <a href="https://meet.google.com/fdt-hdag-afp">https://meet.google.com/fdt-hdag-afp</a> Or dial: (US) +1 302-515-2189 PIN: 793 577 835# More phone numbers: <a href="https://tel.meet/fdt-hdag-afp?pin=5973586854321">https://tel.meet/fdt-hdag-afp?pin=5973586854321</a>
4	Last Date and Time for providing clarification, if required	30/06/2025

5	Last Date and Time for Receipt of Bids	08.07.2025 17:00
6	Date and Time of Opening of Technical Bid	08.07.2025 17:30
7	Place of Opening of the Bids	HR Department The New India Assurance Company Ltd. 87, M.G. Road, Fort, Mumbai – 400 001. Email ID: <b>rfpnw.itho@newindia.co.in</b>
8	Address for all Communication, including request for clarification, if required	The New India Assurance Company Ltd. 87, M.G. Road, Fort, Mumbai – 400 001.
9	Tenderwizard Portal and contact for tender submission query	<a href="https://www.tenderwizard.com/NIAEPROC">https://www.tenderwizard.com/NIAEPROC</a> Mr. Sushant SP - 9731468511 Mr. Lokesh HR - 9686115304
10	Address for all Communication, including request for clarification, if required	Deputy General Manager, HR Department, 2nd Floor, Head Office, The New India Assurance Company Ltd. 87, M.G. Road, Fort, Mumbai – 400 001.
11	Email ID for Communication	rfpnw.itho@newindia.co.in
12	Earnest Money Deposit	Rs. 4,00,000 /-

**Other Details:**

- Hard copy of requisite Bid documents must be received by this Company at the specified address not later than the time and date specified in the Bid Document. In the event of the specified date for the submission of Bids being declared a holiday for NIACL, the bids will be received up to the appointed time on the next working day.
- NIACL may, at its discretion, extend this dead-line for the submission of Bids, in which case all rights and obligations of NIACL and Bidders previously subject to the deadline will remain thereafter also up to the deadline as extended.
- Late Bids: Any bid received by NIACL after the stipulated deadline for submission of bids, will be rejected and returned unopened to the Bidder.
- NIACL makes no obligations in any way to award the contract based on this Request for Proposal (RFP).

**SPECIAL INSTRUCTIONS TO BIDDERS:**

- Tender document with detailed terms and conditions is available on our Website <https://www.tenderwizard.com/NIAEPROC>. Interested parties may download the same and participate in the tender as per the instructions given therein, on or before the due date of the tender. The tender shall have to be submitted online through the e-Procurement system on [tenderwizard portal](#).
- Corrigendum/amendment, if any, shall be notified on the site <https://www.tenderwizard.com/NIAEPROC> and on [tenderwizard portal](#). In case any corrigendum/amendment is issued after the submission of the bid, then such vendors, who have submitted their bids, shall be intimated about the corrigendum/amendment by an email. It shall be assumed that the information contained therein has been taken into account by the vendor. They have the choice of making changes in their bid before the due date and time.
- Vendors are required to complete the entire process online on or before the due date of closing of the tender.
- The Commercial/Price bid of only those vendors shall be opened whose Technical bid is found to be acceptable to us. The schedule for opening the price bid shall be advised separately.
- There will be a two-stage bidding process i.e. Technical Bid and Commercial Bid, shall be uploaded by the Bidder on the tenderwizard in the manner provided herein

below. The NIACL shall scrutinize, evaluate the uploaded Bids on the basis of the evaluation process and short list the Bidders and recommend the same for approval from the Lower Level Committee (LLC) of the Company. The decision of NIACL shall be final, conclusive and binding on the Bidder.

- The Bidder shall upload Technical Bid, Commercial Bid, Integrity Pact (Annexure 1 to Annexure 16) Proof of EMD and any other relevant documents requested on the Tenderwizard portal and Original hard copy of Integrity Pact and Proof of EMD has to be submitted to the company on or before the date mentioned in the Bid Details. The details for submission of the Technical Bid, Commercial Bid shall be available on the Tenderwizard portal.
- NIACL reserves the right to:
  - Reject any and all responses received in response to the RFP;
  - Waive or change any formalities, irregularities or inconsistencies in RFP format delivery;
  - Share the information/clarifications provided in response to RFP by any bidder, with any other bidder (s) / others, in any form;
  - Cancel the RFP at any stage, without assigning any reason whatsoever;
  - Change the time schedule of the RFP for inviting the bids or evaluation thereof;
  - Modify the requirements or any specifications related to technicalities;
  - No obligation to accept the lowest or any other offer received in response to the RFP and shall be entitled to reject any or all of the offers;
  - NIACL has full rights to reissue the tender / bid for any reason felt necessary. The decisions of NIACL in this regard shall be final, conclusive and binding upon the Bidder.

#### **Definition of terms used in RFP document:**

Following terms are used in the document interchangeably to mean:

1. "Assignment" means the work to be performed by the selected Bidder pursuant to the Contract.
2. "The Company" means The New India Assurance Company Limited.
3. "Consultant" means the organization/Firm/Agency submitting a bid for hiring as a Recruitment Service Provider.
4. "Contract" or "Agreement" means the Contract signed by the Parties and all the attached documents and the Appendices, consequent to the completion of the proceedings as per the RFP.
5. "Day" means calendar day.
6. "Disclosing parties / Receiving Parties / Party / Parties" means The New India Assurance Company Limited and Successful Bidder or both as the case may be.
7. "Personnel / Resources" means professionals and support staff provided by the selected Bidder.



8. "Proposal / Bid / Tender" means Response to the RFP Document.

9. "RFP" means "Request for Proposal For Engagement of Services of a Recruitment Service Provider for Appointment of Full-Time Chief Technical Officer on Contractual basis."

10. "Recipient / Respondent / Bidder / Partner / Organization / Institution" means the Firm / Organization submitting RFP response / Bid offer as per the details mentioned in this document.

11. "Relative(s)" means:

a) Husband and wife

b) The one is related to the other in the manner as father, mother, son(s) & son's wife (daughter-in-law), daughter & daughter's husband (son-in-law), brother (s) & brother's wife (sister-in-law), sister (s) & sister's husband (brother-in law).

12. "Scheduled Bank" means a bank which is listed in the Second Schedule of the Reserve Bank of India Act, 1934.

13. "Successful / Selected Organization or Bidder" means the organization / bidder selected as the successful Bidder by the Company in accordance with this RFP.

14. "Website" means Company's official website [www.newindia.co.in](http://www.newindia.co.in)

### **Confidentiality**

This document is meant for the specific use by the Organizations interested in participating in the RFP process. This document in its entirety is subject to Copyright Laws. The New India Assurance Company Limited (hereinafter referred to as "the Company") expects the Bidder or any person acting on behalf of the Bidder to strictly adhere to the instructions given in the document and maintain confidentiality of information. The bidder shall not, without the written consent of the Company, disclose the contract or any provision thereof, any specification, or information furnished by or on behalf of the Company in connection therewith, to any person(s). The bidder shall not, without the prior written consent of the Company, make use of any document or information except for purposes of performing this agreement. The Bidder will be held responsible for any misuse of information contained in the document, and is liable to be prosecuted by the Company in the event that such a circumstance is brought to the notice of the Company. By downloading the document, the interested party is subject to the confidentiality clauses.

### **DISCLAIMER**

The information contained in this Request for Proposal Document (RFP Document) or subsequently provided to Bidder/s, whether verbally or in documentary form by or on behalf of the Company or any of their representatives, employees, directors or advisors (collectively referred to as – Company Representatives), is provided to Bidder(s) on the terms and

conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided. This document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued. This RFP Document is not an agreement and is not an offer or invitation by the Company to any party other than the entities who are qualified to submit their Proposal (Bidders). The purpose of this RFP Document is to provide the Bidder with information to assist the formulation of their Proposal. This RFP Document does not purport to contain all the information each Bidder may require. This RFP Document may not be appropriate for all persons, and it is not possible for the Company, their employees, directors or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document. The Company, its employees make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process. The Company also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding Document. Failure to furnish all information required by the bidding Document or to submit a Bid not substantially responsive to the bidding Document in all respects will be at the Bidder's risk and may result in rejection of the Bid. The Company may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.

### **Introduction and Purpose**

The New India Assurance Company Limited (hereinto referred as the Company), India's Largest Public Sector General Insurance Company in the country, established in 1919. For more details, please visit our website - [www.newindia.co.in](http://www.newindia.co.in)

This Request for Proposal document ["RFP document" or "RFP"] has been prepared exclusively for the purpose of enabling the Company to engage services of Recruitment Service Provider for appointment of Chief Technical Officer on Contractual Basis. It is hereby explicitly stated that this RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement in respect of the services identified and sought herein. Selection, appointment and consequent recruitment is subject to observance of selection process, signing of Integrity Pact and appropriate documentation in accordance with the terms herein in this RFP being agreed between the Company and any successful Bidder as identified by the Company after completion of the selection process as detailed in this document. The Company's Head Office, 87, MG Road Fort, Mumbai-400001 hereby invites responses from reputed Recruitment Service Providers for "appointment of Chief Technical Officer on Contractual Basis".

The Company may issue an Addendum/Corrigendum from time to time and at any time prior to the Closing Date. An Addendum/Corrigendum may be issued to clarify the RFP or to effect modifications (if any) to the RFP, including the Scope of Work and SLAs. Each Addendum / Corrigendum upon issue will form part of this RFP. To the extent there is any inconsistency between an Addendum/Corrigendum and this RFP, the Addendum/Corrigendum will prevail and if between two or more Addendums/ Corrigendum, the last issued Addendum/Corrigendum shall prevail.

#### **1.For the Respondent only**

The RFP document is intended solely for the information of the prospective bidder / party/Recipient to whom it is issued.

#### **2.Confidentiality**

The RFP document is provided to the Recipient on the implied understanding that the undertaking of confidentiality asked by the Company shall be adhered to by the Recipient. The Company may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document shall be received subject to the same confidentiality undertaking. Additionally, the Recipient shall be exposed by virtue of the contracted activities to internal business information of the Company, its affiliates, and/or business partners. Disclosure of receipt of any part of the aforementioned information to any third party will result in the disqualification of the Recipient, pre-mature termination of the contract, or legal action against the Bidder Partner for breach of trust. The information provided/which will be provided is solely for the purpose of undertaking the programme delivery effectively.

#### **3.Information Provided**

The RFP document contains statements derived from information that is believed to be true and reliable as on the date obtained, but does not purport to provide all the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Company in relation to the provision of services. The contracting party is advised to conduct its own due diligence before submission of bid. Neither the Company nor any of its directors, officers, employees, agents, representatives, contractors, or advisors give any representation or warranty (oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document.

#### **4.No Legal Relationship**

No binding legal relationship will exist between any of the Recipients / Respondents and the Company until execution of a contractual agreement.

#### **5.Recipient Obligation to Inform Itself**

The bidder must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

#### **6.Independent External Monitor**

The Independent External Monitor (IEM) of the Company would review independently and objectively, whether and to what extent parties have complied with their obligations under the Integrity Pact. The detail of present Independent External Monitor of the Company is as under:

**Details of Independent External Monitors:**

SL.No	Name	Contact No	Email ID
1	Shri Bishwamitra Pandey	8452099000	Vishwamitram1@gmail.com
2	Shri Rais Ahmad	9910007239	Ahmadrais1959@gmail.com

**7.Evaluation of Offers**

Each Bidder acknowledges and accepts that the Company may, at its sole and absolute discretion, apply criteria like independent assessment of the market reputation and perception of ability to perform, but not limited to those selection criteria set out in this RFP document. The issuance of an RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as material for any investigation or review to be carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation or warrant given in this RFP document.

**8.Errors and Omissions**

Each Recipient should notify the Company through e-mail, in case they are of the view of any error, fault, omission or discrepancy found in this RFP document but not later than Last date of the Bid Submission. However, such notification must not be construed as having agreed to commitment by the Company to carry out the changes / modifications.

**9.Acceptance of Terms**

The Recipient will, by responding to this RFP document of the Company, be deemed to have thoroughly read the whole RFP document and unconditionally accepted the terms and conditions as stated.

**10. Costs Borne By the Respondents**

All costs and expenses / charges / fees / travelling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses (whether in terms of time or money) incurred by the Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance of meetings, discussions, presentation, etc. and providing any additional information required by the Company, will be borne entirely and exclusively by the Respondent/recipient.

**11. Integrity Pact (IP)**

Bidders, only those who commit themselves to Integrity Pact (IP) with the Company, would be considered competent to participate in the bidding process. In other words, entering into

this pact would be the preliminary qualification. Any bid not accompanied by Integrity Pact duly signed by the bidder along with the technical bid, shall be considered to be a non-responsive bid and shall be summarily rejected. IP shall cover all the phases of contract i.e. from the stage of Notice Inviting Tender (NIT) / Request for Proposal (RFP), till the conclusion of contract i.e. final payment or duration of warranty / guarantee. Format of IP is attached as Annexure 10 for strict compliance.

## **12. RFP Response Terms**

- a. Eligible organizations while submitting responses to RFP should be guided by time schedule and procedure set out in clause 12.b to 12.f of Section - 1 as mentioned below.
- b. At any time prior to the deadline of submission of the bids, the Company, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP by amendment. Notification of such amendments will be posted on Company's website [www.newindia.co.in](http://www.newindia.co.in). In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing the Bids, the Company, at its discretion, may extend the deadline for a reasonable period and the same will be posted on the Company's website.
- c. Submission to Company:
  - i. The RFP response in the form of Technical and Commercial bid has to be submitted online at Tenderwizard Portal .However, Integrity Pact, EMD should also be submitted in hard copies in a sealed cover to the Company's Head Office, on the following Address.  
General Manager (HR)  
The New India Assurance Company Limited,  
87, MG Fort Road, Mumbai-400001
  - ii. The evaluation of the bids will be done as per the selection criteria specified under Section IV of this offer document. No communication will be sent to those who have not been shortlisted after technical evaluation.
- d. Submission will be valid, if: Copies of RFP response documents are submitted as per para 12.c, subject to para 12.f, before the aforementioned closing date specified in the Tenderwizard Bid document. Submission by Fax transmission or e-mail is not allowed and will be considered invalid. The Company will not be responsible for delay in postal / courier delivery.
- e. RFP Validity Period
  - i. RFP responses will remain valid and open for evaluation according to their terms for a period of at least 6 months from the last date of the bid submission. The Company will make its best effort to complete the process within this period. However, should the need arise the Company may request the Bidder to extend the validity period of their proposals. Bidders, who do not agree, have the right to refuse to extend the validity of their Proposals; under such circumstance, the Company shall not consider such proposals for further evaluation.
  - ii. The Company shall also have the right at its sole and absolute discretion to continue the assignment/contract with the successful Bidders for future

requirements after expiry of current assignment period. The Company may solicit the Bidder's consent to an extension period of validity in this regard.

- f. Requests for information
- Recipients are required to direct all communications for any clarification related to this RFP, to the Company as mentioned in the RFP.
  - All queries relating to the RFP, technical or otherwise, must be sent either in writing or by e-mail (Organization's domain email) only and will be entertained by the Company only in respect of the queries received up to 7 days from the Bid start date as specified on Tenderwizard Portal. Queries so raised should be in the format as given hereunder through email in Word/Excel format only. The subject in the email should be mentioned as "Request for Proposal For Engagement of Services of a Recruitment Service Provider for Appointment of Full-Time Chief Technical Officer on Contractual basis - Query"

S.No.	Section	Page no.	Point no.	Query

- The Company will endeavour to reply, without any obligation in respect thereof, every reasonable query raised by the Respondents through the Tenderwizard portal and/or email. However, the Company will not be obliged to answer any communication initiated by the Respondents.
- The Company may, in its absolute discretion, seek additional information or material, but being under no obligation to seek additional information or material from any Respondent after the RFP closes and all such information and material provided will be taken to form part of that Respondent's response.
- Respondents seeking clarifications, queries, questions, etc. should address it to the nominated point of contact as given below through e-mail or in writing:  
Deputy General Manager (HR),

The New India Assurance Company Limited, 87, MG Road, Mumbai-400001.

**Email: [rfpnw.itho@newindia.co.in](mailto:rfpnw.itho@newindia.co.in)**

- All responses/ replies to queries will be posted on the website of the Company, i.e. [www.newindia.co.in](http://www.newindia.co.in).

### **13. Formats of Bids**

The Agency/Firm/Organization should use the formats prescribed by the Company in submission of the RFP Response. The Company reserves the right to ascertain information from the Company and other institutions to which the Firm has rendered their services for execution of similar assignments.

#### **14. Notifications**

The Company will either notify the shortlisted Bidders individually in writing or by e-mail as soon as practicable, about the outcome of the RFP evaluation process or shall cause to publish / notify the names of the Bidders shortlisted on the basis of Technical Bid Evaluation and /or finally selected, in the Company's website after completion of the entire evaluation process, as enumerated in this RFP. The Company is not obliged to provide any reasons for any such acceptance / non acceptance and its decision will be final.

#### **15. Disqualification**

Any form of canvassing/lobbying/influence/query regarding short listing, status, etc. will be a disqualification.

#### **16. Earnest Money Deposit & Performance Bank Guarantee**

- a. Bidder has to submit the Earnest Money Deposit (EMD) of **Rs. 4 Lakhs** which may be submitted in the form of Demand Draft or Bank Guarantee (BG) favoring The New India Assurance Co. Ltd. and filling all the details as per specified Performa of the bank.
- b. The Bank Guarantee should be issued by any Public Sector Bank or scheduled Commercial Bank. The BG should have a validity of 1 year from the last date of submission of bid. Bidder shall be responsible to get the same extended for a further period of 12 months, if required by the Company. The BG should be submitted at the time of bid submission.
- c. In case of unsuccessful bidder, EMD will be returned either on completion of the RFP process or within one month of disqualification of the bidder, as per Company's discretion. No interest will be payable on EMD amount.
- d. The EMD will be returned to the selected bidder upon submission of Performance Bank Guarantee and no interest will be payable on EMD amount.
- e. The selected Bidder will have to furnish the Performance Bank Guarantee of an amount equal to 5% of the value of the contract for a period of 12 months with additional claim period of 12 months as per bank's standard format.
- f. The Performance Bank Guarantee shall act as a security deposit and either in case the selected bidder is unable to start the project within the stipulated time or start of the project is delayed inordinately beyond the acceptable levels, the Company reserves the right to invoke the same. Further, the Company reserves the right to invoke the Performance Bank Guarantee in case the Selected bidder is not able to fulfil any or all conditions specified in the document or is unable to complete the project within the stipulated time. In case the contract is being extended, the selected bidder shall submit the Bank Guarantee of the same amount of that period of time with a validity of the extension period with 6 months claim period. The selected bidder shall be responsible for extending the validity date and claim period of Performance Bank Guarantee as and when it is due on the account of non-completion of the project.

(Firms registered under MSEs (Micro and Small Enterprises) and Start-ups would be exempted from payment of earnest money deposit if the bidder can furnish requisite proof subject to the satisfaction of the Company).

**17. Integrity Pact**

The Integrity Pact (IP) duly signed by the authorized official of NIACL and the Bidder, will form part of the contract / supply order. Performa of the IP is enclosed along with the tender document (Annexure- 10) and shall be returned by the bidder along with the technical bid without any modification, duly signed by authorized person. All the pages of the IP shall be duly signed by the same authority. Bidder's failure to return the IP along with the bid, duly signed may lead to outright rejection of such bid.

Details of Independent External Monitors:

S No.	Name	Mobile	Email ID
1	Shri Bishwamitra Pandey	8452099000	<a href="mailto:vishwamitram1@gmail.com">vishwamitram1@gmail.com</a>
2	Shri Rais Ahmad	9910007239	<a href="mailto:ahmadrais1959@gmail.com">ahmadrais1959@gmail.com</a>



## SECTION - II

### **Bidder Eligibility Criteria:**

- Interested Applicants, who are providing solution as briefly explained in this document and meeting the Eligibility Criteria may respond to this RFP.
- Applicants are required to provide duly authenticated supporting documents like work orders, details of its offices/ representatives at various locations, Audited balance sheets, completion/performance certificate clearly indicating the revenue from line of business of providing recruitment solutions etc.
- The documents are required to be signed by the authorized signatory of the Organization with the Organization's seal.
- The Applicant needs to comply with all the eligibility criteria mentioned above to be evaluated for Technical evaluation. Non-compliance to any of these criteria would result in outright rejection of the applicant's proposal.
- The Applicant should enclose proof in support of all eligibility criteria while submitting the Technical Proposal, failing which the Technical Proposal will not be considered for further evaluation. There is no restriction on the number of credentials an applicant can provide, however all credentials should be appropriately bound, labelled and segregated in the respective areas. All the credentials of the applicant necessarily need to be relevant to the INDIAN market. The Proposal of only those applicants who satisfy all the specified conditions will be considered for the evaluation process.
- To assist in the scrutiny, evaluation and comparison of offers, Company may, at its discretion, ask some or all Applicants for clarification on their proposal. The request for clarification and the response shall be in writing and no change in the substance of the proposal shall be sought, offered or permitted. CMD in his absence, Executive Director (HR) of the Company will be the final authority in case any interpretation of any clause of the RFP is required and his decision in this regard shall be final and binding.
- The Company reserves the right to:
  - a) Ascertain information from the banks, insurance companies and other financial institutions to which the Applicant has rendered their services for execution of similar projects. Such feedback from high ranking officials would also form part of hiring and any strong adverse comment/ action about product or service would make the Applicant ineligible for further assessment/ processing.
  - b) Accept or reject any proposal in whole or in parts without assigning any reason thereof. The decision of the Company shall be final and binding on all the applicants to this document and the Company will not entertain any correspondence in this regard. The Company at its

Sr. No	Criteria Details	Supporting documents to be submitted
1	The Bidder should have registered office in India and must be incorporated or registered under any of the following Acts - Indian Companies Act 1956/2013 or Society Registration Act 1860/Indian Partnership Act 1932 or Limited Liability Partnerships Act 2008.	Copy of the Certificate of Incorporation issued by The Registrar of Companies for registered companies and LLP/ Registration certificate issued by registrar of firms and Partnership Deed for Partnership Firm. Society Registration Certificate issued by the Registrar of Societies. MOA & AOA shall also be submitted in case of companies.
2	The Bidder should be in line of business for which RFP is issued and been in existence in India for minimum 5 preceding years continuously and should have minimum 3 preceding years' experience (in India) as on 31.03.2025 of providing consultancy services for recruitment of CTO as mentioned in this RFP/ Domain Experts with specialized/ technical skills to BFSI/Govt./PSBs/PSU/Large Organizations with employee strength of minimum 5000 and/or annual turnover of at least Rs. 500 Crores as on 31.03.2025.	<p>Credentials to be provided as under:</p> <p>a. Certified information from Statutory Auditor/Chartered Accountant for Price/ Amount of the contract/ work awarded and details of work done.</p> <p>b. On the letter head of the Client signed by authorized signatory about the Services Delivered.</p> <p>c. Draft information to be provided about the work credentials and Email ID of an authorized person at the said company/firm to be provided for confirmation.</p> <p>d. A copy of engagement letter/work order/ letter of award along with Project Completion Certificate</p> <p>or</p>

		Performance Certificate with relevant details for each assignment to be furnished by the bidder
3	The bidder should have an average annual turnover of at least Rs. 4 Crores during the previous 3 financial years (i.e. 2022-23, 2023-24, 2024-25) from its Indian Operations in HR Consultancy projects related to recruitment.	Audited financial statements, Balance sheet and P&L statement or Statutory Auditor's certificate.
4	The bidder should not have been banned or blacklisted or debarred by any Govt/PSBs/PSU/ Statutory/ Regulatory Authority etc. The bidder should furnish an undertaking to this effect on his letter head duly signed by authorized person of the bidder.	A Self-Declaration to be furnished by the Bidder on the Bidder's Organization letterhead as per Annexure 13
5	The Bidder's Organization should not be owned or controlled by any Director/ Key Management Personnel as well as Relatives of Director/Key Management Personnel of NIACL, both present and those who have retired in the last one year.	A Self-Declaration to be furnished by the Bidder on the Bidder's Organization letterhead for the same.
6	Labour Law Compliance	A Self-Declaration to be furnished by the Bidder on the Bidder's Organization letterhead as per Annexure 15

discretion may reject the proposal of the Applicant, without giving any reason whatsoever, if in the Company's opinion the Applicant could not present or demonstrate the proposed solution as described in the proposal.

## **SECTION - III**

### **1. SCOPE OF WORK**

#### **Project Objectives:**

The Company wishes to hire a Recruitment Service Provider for appointment of Chief Technology Officer (CTO) on contractual basis. The Company requests proposals from renowned and experienced specialized consultants for undertaking the above assignment. The Company, at its sole and absolute discretion, may choose to avail Recruitment Service Provider for the position mentioned in the RFP document. Such a decision may be advised even during the course of the assignment. The areas covered under this engagement are given in the scope of the project outlined below.

#### **Broad Scope of the Project:**

A description of the envisaged scope is enumerated in sub-paras below. However, the Company reserves its right to change the project/ assignment scope considering the size and variety of the requirements and the changing business conditions. Notwithstanding what is mentioned in sub-paras, the Applicant will be required to facilitate recruitment of CTO in compliance of all existing Govt. / Statutory Authority guidelines, within a specified time frame. The hired RSP will facilitate recruitment of CTO as mandated by the Company as per the specifications and for implementation of the same within the stipulated time frames. The Hired RSP shall be required to undertake to perform all such tasks, render all such services as may be required for the successful completion of the entire assignment.

### **2. Detailed Scope of Work:**

The detailed scope of this project shall include, but not limited to:

- a. Designing suitable Job Specification with thorough understanding of the Job Descriptions in coordination with the Company for vacant positions as assigned to RSP;
- b. Advising the Company about the selection criteria to be adopted for selection of identified vacancies;
- c. Analysing the market for compensation paid to peers in other organizations and finalizing the compensation structure in consultation with Company;
- d. Advising the Company in finalizing the compensation structure as market standard with the help of market research, data analytics and other competency matching tools;
- e. Designing suitable recruitment advertisement targeted at the desired applicants and assisting the Company in advertising the vacancies through popular channels in leading print and digital media according to Company's requirements;
- f. Responding to the relevant queries from applicants, over phone/email, before the closing date in coordination with the Company;
- g. Coordination with the suitable candidates based on their qualifications and experience, for participation in the recruitment process;

- h. Compiling the list of applicants clearly mentioning about their eligibility or otherwise and taking appropriate corrective actions, if necessary, within the stipulated period and preparing the list of eligible candidates;
- i. Processing of the applications received and providing all the applications (soft and hard copies) to the Company;
- j. Shortlisting and screening of suitable candidates based on their experience, skill sets, academic qualifications etc. in consultation with the Company;
- k. Carry out the process of issuance of call letters for any test/interview after approval from Company, and ensuring complete coordination with the shortlisted candidates;
- l. Devising and conducting various selection processes including Psychometric/ Integrity Test (if required) or any other test to judge the competency of the candidates, in consultation with the Company;
- m. Preparing assessment reports of various psychometric tests/cognitive tests and any other test conducted by the Company in selection process;
- n. Scheduling of shortlisted candidates for interview as per date and time as decided by the Company;
- o. Facilitating the conduct of interview by the Selection Committee constituted by the Company;
- p. Performing full reference check and educational qualification verification on the finalist candidates;
- q. Co-ordinating with the selected candidates for documents as required by the Company;
- r. Continuous co-ordination with the candidate to ensure their joining on the agreed date.
- s. Handling and preparing answers for any recruitment related queries received under RTI act as per the rules and regulations of Government guidelines and decision/ of India and/or decision/ruling of various judicial bodies, in consultation with Company;
- t. Performing suitable background verification, caste verification (wherever applicable), credit check, credit history and police verification of each shortlisted candidate. The RSP should ensure that the candidates identified should not have any police record/criminal record against them. The antecedent and caste report should be in prescribed format duly signed by Competent Authority;
- u. Informing the Company of any deviation noticed about candidates in any part of offer or on boarding.

Any other Recruitment support as required by this Company during any part of the above engagement process.

All statutory guidelines and applicable Labour laws in practice to be strictly adhered to. If the engagement process leads to litigation due to the shortcomings/malafide intention at the end of the RSP, it will be solely liable and shall indemnify the Company and keep it harmless.

The Brief Roles and Responsibilities of CTO is as under:

- (i) The CTO shall be responsible for developing IT technology standards and protocols in line with Government requirements and Company's best practices. The CTO also defines essential

training required for the implementation, operation and maintenance of the initiatives implemented.

(ii) The CTO serves as the bridge between the technologies and program areas in order to make disciplined and proactive IT investment decisions.

(iii) The CTO is the primary interpreter of operational technology issues and decisions. The CTO addresses the organization's needs, use and replenishment of technology within strategic and policy guidelines. The role of CTO involves a detailed understanding of where the technology is going, the Authority's vision, and the ability to mesh those together to facilitate actualizing the vision. The company considers CTO as a chief innovation officer and chief solutions architect too.

iv) The CTO should:

(1) Analyze and review existing technology and systems and identify areas for improvements ensuring that the IT infrastructure meets the company's evolving needs.

(2) Consolidate and Review existing technology platforms of the Company and create long term plans for them

(3) Oversee the technical aspects of the organisation, including systems architecture, software development, network infrastructure, applications and data security.

(4) Maintain up to date knowledge of technology landscape and developments.

(5) Oversee overall system design and changes in system architecture.

(6) Manage disruption, if any, including technical recovery and stakeholder communication.

(7) Coordinate with Company's representatives, Business Units and Legal & Compliance teams as necessary. Evaluate emerging technologies and identify opportunities to leverage these advancements to enhance operational efficiency and gain a competitive edge.

(8) Manage and track IT budgets.

(9) Ensure Compliance of DPDP Act, 2023

## SECTION - IV

### 1. TECHNICAL & COMMERCIAL BID EVALUATION PROCESS

The proposals will be evaluated by the Company based on Quality and Cost Based Selection (QCBS) process where quality of RSP is of prime concern and where cost of work cannot be assessed. In QCBS initially the quality of technical bid score as per the criteria given in RFP will be ascertained. Only those responsive proposals that have achieved minimum qualifying score in evaluation of technical bid will be considered further. After technical bid evaluation, the commercial bid of responsive technically qualified bidders, a final combined score is arrived at by giving predefined relative weightages for the score of technical proposal and score of commercial proposal. The weightage for technical evaluation score shall be 50% and commercial evaluation score shall be 50%. The applicant has to submit the technical bid as well as commercial bid while submitting the bid in response to this RFP.

Commercial Bid should quote cost for engagement of Chief Technical Officer (CTO).

#### **Technical Bid Evaluation Criteria:**

Technical Bids received within the prescribed date and time will be opened online on Tenderwizard portal. The basis/parameters for technical evaluation are as under:

**NB: Information provided by the applicant as mentioned in the table above should be submitted with supporting documents like work orders/ certificates strictly on the client's letter head. Any other form of submission will be summarily rejected.**

The bidder will have to demonstrate proven capabilities in each of the segments as defined under the terms of reference of RFP and due weightage will be given to each segment in the overall scoring.

Applicants scoring less than 60 marks (cut-off score) out of 100 marks in the technical evaluation, shall not be considered for further evaluation process and will not be considered as technically qualified. After opening of commercial proposals, the commercial bid would be awarded marks out of maximum 50 based on formula below:

Marks (max. 50) on Comm. Bid =  $50 \times \text{LFB (numeric value)} / \text{FBE (numeric value)}$ .

For comparison of the combined Technical and Price Score of all Firms, following formula will be used: Total Score = (Technical Score under evaluation/ Highest Technical score achieved)  $\times$  50 + (LFB/FBE)  $\times$  50,

Where, LFB is the Lowest Commercial Bid Offer and FBE is the Commercial Bid under evaluation.

S. No.	Particulars	Documentary evidence to be submitted	Max Marks
1	<p>Number of years of sectorial experience as on 31.03.2025 of providing recruitment services in BFSI/Govt. Organization/PSBs/PSU/Large Organizations, having minimum 5,000 employees and/or turnover of Rs. 500 Crore and above in India.</p> <p>25 Marks – if criteria met for more than 10 years. 15 Marks – if criteria met for more than 05 years and up to 10 years. 10 Marks – if criteria met for up to 5 Years.</p> <p>Note: Marks will be provided for completed projects only.</p>	A copy of engagement letter/work order/letter of award along with Project Completion Certificate with relevant details for each assignment to be furnished by the bidder.	25 Marks
2	<p>Number of organizations in which recruitment services provided as on 31.03.2025 in BFSI/Govt./PSBs/PSU/Large organization, having minimum 10,000 employees and/or turnover of Rs. 500 Crore and above in India.</p> <p>25 Marks - if criteria met for more than 5 organizations. 15 Marks - if criteria met for up to 5 organizations.</p> <p>Note: Marks will be provided for completed projects only.</p>	A copy of engagement letter/work order/letter of award along with Project Completion Certificate with relevant details for each assignment to be furnished by the bidder	25 Marks
3	<p>Experience of the applicant in the line of business of providing recruitment services in any of the Senior Management Positions as mentioned in this RFP/ Board level Positions in India in the BFSI Sector as on 31.03.2025.</p> <p>25 Marks - if criteria met for more than 5 organizations. 15 Marks – if criteria met for more than 3 and up to 5 organizations.</p>	A copy of engagement letter/work order/letter of award along with Project Completion Certificate with relevant details for each assignment to be furnished by the bidder.	25 Marks



	10 Marks - if criteria met for up to 3 organizations. Note: Marks will be provided for completed projects only.		
4	Methodology and approach adopted by the consultant while undertaking the assignment for which the Invitation Document is issued/customized to the Company's requirement in India.	Bidder Presentation	15 Marks
5	Team support to be provided to The New India Assurance Company Ltd with relevant educational background (preferably MBA in HR/Personnel Management) from premiere B school like IIMs, XLRI, FMS etc. Tier I colleges in India or abroad with relevant experience in HR Recruitment Consultancy. 10 Marks - More than 50% of provided staff strength is from premier B schools. 07 Marks- From 30% to 50% of provided staff strength is from premier B schools. 04 Marks - Less than 30 % of provided staff strength is from premier B schools 00 Marks - If None of the resources provided is from premier B schools.	Profile of the employees along with name, qualification, experience should be furnished on the company's letter head (Annexure 03)	10 Marks
Total			100

On the basis of this total score, the bidder obtaining the Highest Combined Score in evaluation of technical and commercial evaluation will be ranked CS-1 followed by proposal securing lesser marks as CS-2, CS-3 etc.

The Bidders securing Highest Combined Marks and ranked CS-1 shall be recommended for award of contract. The Company will follow the internal procedure for necessary approvals and thereafter proceed with notification of award of contract.

On combined score if there is a tie, the Bidder with the higher technical score will be awarded the assignment and 4 decimal points shall be considered for calculation of combined score.

## **2. Performance Bank Guarantee by Successful Bidder:**

The selected Bidder shall be required to give an unconditional and irrevocable Performance Bank Guarantee equal to 5% of the final contract amount to the Company from a Public Sector Bank in India/leading private sector banks towards due performance of the contract in accordance with the specifications, terms and conditions of the RFP document. The Performance Bank Guarantee shall have a validity period of 1 year beyond the contract period. The claim period of the same will be of 1 year after the expiry of Bank Guarantee. The selected bidder agrees to submit the Performance Bank Guarantee (PBG), detailed as under:

- The amount of Performance Bank Guarantee will be 5% of the total project value plus GST at the rate applicable.
- If the engagement will be extended for further (in parts or in whole), the validity of PBG will be extended for the same period along with 1 year claim period for extended period. The Performance Bank Guarantee shall act as a security deposit and either in case the selected bidder is unable to start the project within the stipulated time or start of the work is delayed inordinately beyond the acceptable levels, the Company reserves the right to forfeit the same.
- Further, the Company reserves the right to invoke the Performance Bank Guarantee in case the selected bidder is not able to fulfil any or all material conditions specified in the RFP/Agreement or is unable to complete the project within the stipulated time.
- In case the contract is getting extended, the selected bidder shall submit the Bank Guarantee of the same amount for that period of time with a validity of the extension period along with the extended period of 3 months of claim period. The selected bidder shall be responsible for extending the validity date and claim period of Performance Bank Guarantee as and when it is due on the account of non-completion of the project.

## **3. Other Terms:**

- (a) Services of the RSP shall be Advisory in nature and will be utilized by the Company for betterment of the recruitment process of CTO. Final selection of candidates will be based upon the guidelines framed by the Company in this regard and the relevant guidelines of IRDAI and DFS, MoF.
- (b) RSP is required to execute a Service Level Agreement (SLA) specifying the penalty clause that any loss due to system/ process/people failure at the RSP's part shall be borne by the RSP.
- (c) This engagement shall be purely contractual in nature with either party having the right to terminate the contract with prior notice of 90 days.
- (d) The RSP shall not subcontract for all or part of the work.
- (e) The RSP shall provide the Company with the right to conduct an audit by its internal or external auditors on the services provided.
- (f) The RSP shall provide that confidentiality of applicant's information shall be maintained.
- (g) The RSP shall preserve documents and data in softcopies/ hard copies in accordance with the legal / regulatory obligations of the Company.
- (h) The Company reserves the right to accept or reject any application/proposal without assigning any reason thereof. It should be noted that the Company shall not pay any

amount/expenses / charges / fees/travelling expenses / boarding expenses / lodging expenses / conveyance expenses/ out of pocket expenses etc. other than the fees as per the final price of the successful applicant at the time of Commercial bidding.

#### **4. Payment Schedule**

Service Provider shall be paid fees and charges in the manner detailed in hereunder,

S.No	Particulars	% of fee payable
1	At the start of the mandate	33
2	After Publishing the advertisement, Interviews and Shortlisting of the Candidates	33
3	After the joining of the selected candidate	34

Payment to the engaged RSP will be done within 30 days of submission of undisputed bills, subject to billings as per the accepted terms of the work order on completion of work and satisfactory performance as certified by the Company's authority. If no candidate is selected, then payment will be restricted to the stage already paid to the RSP.

#### **5. Duration of the RSP:**

Post the evaluation process, the successful bidder shall be hired/engaged for a period of one year initially. The term may be further extended by the Company one year at a time, subject to a maximum period of three years, provided services of the bidder are satisfactory at Company's sole discretion.

#### **6. Taxes and Duties**

It will be the responsibility of the Vendor to provide clarifications/particulars/ documents etc. to the appropriate tax authorities for assessment of tax, compliance with labour and other laws, etc. at its own cost.

Tax deduction at Source - Wherever the laws and regulations require deduction of such taxes at the source of payment, the Company shall be within its right to effect such deductions from the payment due.

#### **7. Data Protection**

Bidder will process Company's personal data on Company's behalf as part of the Services, bidder will comply with the Information Technology Act, 2000 and will comply with all applicable privacy and data protection provisions and applicable laws. Further, it must be ensured that due care be taken while collecting and dealing with sensitive personal data or information. Any Web portal used by the bidder to procure Company's Data will be secured to avoid hacking, infusion of virus, unauthorized copying, tampering, etc. and all sort of security required as per applicable law & practices to be adopted and implemented by the bidder.

## SECTION - V

### 1. General Terms and Conditions

- The Applicants who wish to submit responses to this RFP should note that they should abide by all the terms and conditions contained in the RFP.
- If the responses contain any extraneous conditions put in by the respondents, such responses may be disqualified and may not be considered for the selection process. **Rules for Responding to this RFP:**
- All responses received after the due date/time as mentioned in Bid Document would be considered late and would be liable to be rejected. All responses should be in English language.
- All responses by the Organization to this RFP shall be binding on such Organization for a period of 180 days after opening of the responses. All RFP responses would be deemed to be irrevocable offers/proposals from the Organizations and may be accepted by the Company to form part of the final contract between the Company and the selected Organization. Unsigned responses would be treated as incomplete and are liable to be rejected.
- The responses once submitted cannot be withdrawn/ modified after the last date for submission of the responses unless specifically permitted by the Company. In case, due to unavoidable circumstances, the Company does not award the contract within 180 days from the last date of the submission of the responses, and there is a possibility to award the same within a short duration, the Organization would have the choice to withdraw the response.
- The Organization may modify or withdraw its offer after submission, provided that the Company prior to the closing date and time receives a written notice of the modification or withdrawal prescribed for submission of offers.
- No offer can be modified or withdrawn by the Organization subsequent to the closing date and time for submission of the offers. It is mandatory to submit duly filled in details in the formats provided along with this document.
- The Company reserves the right not to allow/ permit changes in the technical Requirements and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details. In case of discrepancy in soft copy and hard copy of the responses, the Organization agrees that Company will consider hard copy as final and it will be binding on the Organization. The Company in this case may also reject the offer outright.
- The Organization at no point in time can excuse themselves from any claims by the Company whatsoever for their deviations in conforming to the terms and conditions and other schedules as mentioned in the RFP circulated by the Company. The Organization shall be fully responsible for deviations to the terms & conditions etc. as proposed in the RFP.

## 2. Others

Responses to this RFP should not be construed as an obligation on the part of the Company to award a purchase contract for any services or combination of services. The Company reserves the right to withdraw, cancel or postpone the RFP and subsequent process at any stage, without assigning any reason. In case, the Company does not select an Organization, it shall not result in any claim whatsoever against the Company. The Company reserves the right to reject any or all responses in part or in full, without assigning any reason whatsoever. By submitting a proposal/response to the RFP, the Organization agrees to promptly enter into the contract/agreement with the Company for any work awarded to the Organization. Failure on the part of the awarded Organization to execute a valid contract with the Company, will relieve the Company of any obligation to the Organization, and a different Organization may be selected based on the selection process. The terms and conditions as specified in the RFP and addendums/corrigendum (if any which will be notified on the Company's website [www.newindia.co.in](http://www.newindia.co.in) and Tenderwizard Portal <https://www.tenderwizard.com/NIAEPROC>) thereafter are final and binding on the bidder. In the event that the Organization is not willing to accept the terms and conditions of the Company, the bidder may be disqualified. Any additional or different terms and conditions proposed by the Organization would be rejected unless expressly accepted by the Company in writing. The selected bidder must strictly adhere to the timelines identified in their proposal and as agreed by the Company. Failure to meet these timelines, unless it is due to reasons entirely attributable to the Company, may constitute a material breach of the Organization's performance. In the event that the Company is forced to cancel an awarded contract (related to this RFP) due to the Organization's inability to meet the established timelines or any other reasons attributing to the Organization then that Organization will be responsible for any re-procurement costs suffered by the Company. Performance Guarantee shall be invoked, in case RSP breaches the agreed time limit more than once for any recruitment process. The successful bidder represents that the RFP Response to be submitted shall meet the proposed RFP requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Organization at no additional cost to the Company. The successful bidder also acknowledges that the Company relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Organization of responsibility for the performance of all provisions and terms and conditions of this RFP, the Company expects the Organization to fulfil all the terms and conditions of this RFP. The modifications, which are accepted by the Company, shall form a part of the final contract. All terms and conditions, time frame for expected service levels as per this RFP will remain unchanged unless explicitly communicated by the Company in writing to the Organization. The Company shall not be responsible for any judgments made by the Organization with respect to any aspect of the Service. The Organization shall at no point be entitled to excuse themselves from any claims by the Company whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected service levels etc. as mentioned in this RFP.

**The Company and the RSP covenants and representatives to the other Party the following:**

- a) It is duly incorporated, valid existing and in good standing under or as per the laws of the state in which such Party is incorporated.
- b) It has the corporate power and authority to enter into Agreements and perform its obligations thereunder. The execution, delivery and performance of terms and conditions under Agreements by such Party and the performance of its obligations thereunder are duly authorized and approved by all necessary action and no other action on the part of such Party is necessary to authorize the execution, delivery and performance under an Agreement.

**The execution, delivery and performance under an Agreement by such Party:**

- a) Will not violate or contravene any provision of its documents of incorporation;
- b) Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency of authority by which it is bound or by which any of its properties or assets are bound;
- c) 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 regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;
- d) To the best of its knowledge, after reasonable investigation, no representation or warranty by such Party in this Agreement, and no document furnished or to be furnished to the other Party to this Agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. 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 such Party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder

The Organization shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the assignment, from time to time. The Company would not assume any expenses incurred by the Organization in preparation of the response to this RFP and also would not return the proposal documents to the Organizations. The Company will not bear any costs incurred by the Organization for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.

**3. Other Terms & Conditions**

This RFP may undergo change by either additions or deletions or modifications till the last date of submission of the bid. The Company also reserves the right to change any terms and conditions including eligibility criteria of the RFP and its subsequent

addendums/corrigendum as it deems necessary at its sole discretion. The Company will inform all Organizations about changes, if any. The Company may revise any part of the RFP, by providing a written addendum/corrigendum at any stage till the award of the contract. The Company reserves the right to issue revisions to this RFP at any time before the award date. The addendums/corrigendum, if any, shall be published on the Company's website and Tenderwizard Portal. The Company reserves the right to extend the dates for submission of responses to this document. Organizations shall have the opportunity to clarify doubts pertaining to the RFP in order to clarify any issues they may have, prior to finalizing their responses. All questions are to be submitted to the email ID mentioned in the RFP, and should be received by the nominated point of contact in writing through email before the scheduled date as indicated in the schedule of timeframe. Responses to inquiries and any other corrections and amendments will be published on Company's website in the form of addendum/corrigendum to the RFP or through electronic mail; the preference for distribution would be with the Company. The Organization, who posed the question, will remain anonymous.

**Preliminary Scrutiny -**

The Company will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Company may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all Organizations and the Company reserves the right for such waivers and the Company's decision in the matter shall be final.

**Clarification of Offers -**

To assist in the scrutiny, evaluation and comparison of offers, the Company may, at its discretion, ask some or all Organizations for clarification of their offer. The Company has the right to disqualify the Organization whose clarification is found not suitable to the proposed assignment.

**Erasures & Alterations -**

All the corrections or alterations, if any, should be authenticated. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up containing correct technical information of the services being offered. Filling up the information using terms such as "OK", "accepted", "noted", "as given in brochure / manual" is not acceptable to the Company. Offers not adhering to these guidelines may not be accepted by the Company.

**Right to Alter Scope -**

The Company reserves the right to alter the requirements specified during the RFP stage. The Company also reserves the right to add/ modify/ delete one or more specifications related to eligibility or technical requirements for the purpose of the RFP. If the Company is not satisfied with the specifications as specified in the RFP and observes major deviations, the proposals of such Respondents will not be short-listed for further evaluation. No further discussions shall be entertained with such Respondents in respect of the proposal submission.

**Confidentiality -**

"Confidential Information" mean all information which is material to the business operations of either party or its affiliated companies, in any form including, but not limited to, proprietary information and trade secrets, whether or not protected under any patent, copyright or other intellectual property laws, in any oral, photographic or electronic form,

whether contained on computer hard disks or floppy diskettes or otherwise without any limitation whatsoever. Without prejudice to the generality of the foregoing, the Confidential Information shall include all information about the party and its customers, costing and technical data, studies, consultants reports, financial information, computer models and programs, software, contracts, drawings, blue prints, specifications, operating techniques, processes, models, diagrams, data sheets, reports and other information with respect to any of the foregoing matters. All and every information received by the parties and marked confidential hereto shall be assumed to be confidential information unless otherwise provided. It is further agreed that the information relating to the Company and its customers is deemed confidential whether marked confidential or not. This clause shall survive even after the expiry / termination of the agreement.

a) All information relating to the accounts of the Company's customers shall be confidential information, whether labelled as such or otherwise.

b) All information relating to the infrastructure and Applications (including designs and processes) shall be deemed to be Confidential Information whether labelled as such or not. Service Provider personnel/resources responsible for the project are expected to take care that their representatives, where necessary, have executed a Non-Disclosure Agreement similar to the provisions of the Non-Disclosure Agreement signed between the Company and Service Provider.

c) Each party agrees that it will not disclose any confidential Information received from the other to any third parties under any circumstances without the prior written consent of the other party unless such disclosure of confidential Information is required by law, legal process or any order of any government authority. Service Provider in this connection agrees to abide by the laws especially applicable to confidentiality of information relating to customers of Company, even when the disclosure is required under the law. In such an event, the Party must notify the other Party that such disclosure has been made in accordance with law, legal process or order of a government authority.

d) Each party, including its personnel, shall use the confidential information only for the purposes of achieving objectives set out in the Agreement. Use of the confidential Information for any other purpose shall constitute breach of trust of the same.

Each party may disclose the confidential Information to its personnel solely for the purpose of undertaking work directly related to the Agreement. The extent of confidential Information disclosed shall be strictly limited to what is necessary for those particular personnel to perform his/her duties in connection with the Agreement. Further, each party shall ensure that each personnel representing the respective party agree to be bound by the terms of the Agreement

The non-disclosure obligations herein contained shall not be applicable only under the following circumstances:

a) Where Confidential Information comes into the public domain during or after the date of the Agreement otherwise than by Disclosure by a Party in breach of the terms hereof.

b) Where any confidential Information was disclosed after receiving the written consent of the other Party.



- c) Where if a Party is requested or required by law or by any Court or governmental agency or authority to disclose any of the confidential information, then that Party will provide the other party with prompt notice of such request or requirement prior to such disclosure.
- d) Where any confidential Information was received by the Party from a third party which does not have any obligations of confidentiality to the other Party.
- e) Where any confidential Information is required to be disclosed pursuant to a requirement of a governmental agency or law so long as the parties provide each other with timely prior written notice of such requirement and provide all reasonable co-operation in respect to taking protective action against such disclosure requirement.
- f) Service Provider shall abide with the Company's IT and Information Security policy in key concern areas relevant to the project. Specific requirements will be shared as and when required.
- g) Service Provider shall ensure to filter all phishing / spamming / overflow attacks in order to ensure availability and integrity on a continuous basis. Service Provider shall also implement any enhanced solutions mandated by security requirements for any / all types of Software / support.
- h) The Service Provider shall not, without the Company's prior written consent, make use of any document or information received from the Company except for purposes of performing the services and obligations under the Agreement.

The Successful Bidder further agrees that it shall neither share nor disclose any confidential information of the Company without express consent of the Company in writing. The Successful Bidder also agrees to protect the confidential information of the Company with the same standard of care and procedures used by it to protect its own confidential Information. Without limitation of the foregoing, the Successful Bidder shall use reasonable efforts to advise the Company immediately in the event Successful Bidder learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the RFP and shall reasonably cooperate in seeking injunctive relief against any such person. That if the Successful Bidder hires another person to assist it in the performance of its obligations under the terms of the RFP, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the RFP to another person in any manner, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Successful Bidder is bound to maintain the confidentiality

Even if a Successful Bidder's employee leaves the job or his services are terminated/expires, the Successful Bidder shall ensure that he does not share any confidential information of the Company with third parties nor uses such it to derive unauthorized profits out of it. Successful Bidder shall continue to be responsible for any such act of its ex-employee and agrees to indemnify the Company against any loss suffered by Company due to disclosure of confidential information in such circumstances. The Company acknowledges that it considers the Successful Bidder's related material information including software product(s), trade secrets, documentations and electronic or non-electronic communication made in confidence, to be confidential and agrees that unless the Company has obtained Successful Bidder's

written consent, the Company shall keep such materials confidential and prevent their disclosure to any person other than employees or representatives of Successful Bidder, or any other person, it believes has been authorised by Successful Bidder to receive such information, to whom it shall be disclosed only for purposes specifically related to Successful Bidder's permitted use of the Products. The obligation contained in this clause shall survive after the termination of the RFP. Confidentiality of customer information shall be maintained and survive even after the RFP expires or terminated. The infraction of confidentiality terms shall constitute material breach of the RFP, and the Company shall be entitled to take appropriate actions as available in law or under the RFP against the Successful Bidder as the case may be. Successful bidder agrees to indemnify the Company against any loss suffered by it due to breach of confidential terms as mentioned hereinabove. Any document received from the Company shall remain the property of the Company and shall be returned (in all copies) to the Company on completion of the Service Provider's performance under the Agreement. Upon expiration or termination of the Agreement and on all amounts as due and payable to Service Provider under the Agreement having been received by Service Provider, all proprietary documents, software documentation, programs partially or wholly completed, or materials or any data provided by the Company and data gathered from sites which are directly related to any project under the Agreement shall be delivered to the Company or at the Company's written instruction destroyed, and no copies shall be retained by Service provider without the Company's written consent.

#### **4. Contract Commitment**

The Company intends that the contract commitment, which is contemplated herein with the successful Bidders, shall be for a period as defined by the Company as per the specifications contained in this RFP.

#### **5. Conflict of Interest**

The Company requires that bidder shall provide professional, objective, and impartial advice and at all times holding Company's interests paramount, strictly avoid conflicts with other Assignment(s)/ Job(s) or their own corporate interests and act without any expectations/ consideration for award of any future assignment(s) from Company.

5.1. Without limitation on the generality of the foregoing, bidder, and any of their affiliates, shall be considered to have a conflict of interest and shall not be engaged, under any of the circumstances set forth below:

- a) Conflicting Assignment/ Job: A bidder (including its Personnel) or any of its affiliates shall not be hired for any Assignment/ Job that, by its nature, may be in conflict with another Assignment/ Job of the Partner / its personnel to be executed for the same and/or for another Entity / Employer during the currency of the assignment.
- b) Conflicting Relationships : A bidder (including its Personnel) that has a material business or close family relationship with a member of Company'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, shall not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Company throughout the selection process and the execution of the Contract. The respondent to the RFP is expected to provide complete details of Company's

staff associated with the Partner in any manner whatsoever. In case the information is Nil, explicit mention should be made in this regard.

- 5.2 Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Company, or that may reasonably be perceived as having this effect. If the Bidder fails to disclose said situations and if Company comes to know about any such situation at any time, it may lead to the disqualification of the Bidder during bidding process or the termination of its Contract during execution of assignment.

## **6. Dispute Resolution**

All disputes or differences or disagreement whatsoever arising between the Parties out of or in relation to the construction, meaning and operation or effect of the RFP Documents or in connection with the contract /order placed by the Company shall be settled amicably. If, however, the Parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with Arbitration and Conciliation Act, 1996. The matter may be referred to a Sole Arbitrator to be appointed as hereinafter provided and the award made in pursuance thereof shall be binding on the Parties. The Arbitrator/Arbitrators shall give a reasoned award. Any appeal arising from order of arbitrator will be subject to the exclusive jurisdiction of courts at Mumbai. The Courts of Mumbai shall have jurisdiction in relation thereto. The Venue /Seat of Arbitration shall be Mumbai. For the purpose of appointing the sole Arbitrator referred to above, the Company will send within thirty (30) days of receipt of the notice, to the bidder, a panel of three names of persons who shall be presently unconnected with the organization for which the work is executed. The bidder shall on receipt of the names as aforesaid, select any one of the persons named to be appointed as a sole arbitrator and communicate his name to the Company within (30) thirty days of receipt of the names. The Company shall thereupon without any delay appoint the said person as sole arbitrator. If the bidder fails to communicate such selection as provided above within the period specified, the Company shall make selection and appoint the selected person as the sole arbitrator and the same shall be binding upon the bidder. The bidder shall continue to work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Company or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, is obtained. However, during such a contingency, the Company shall be entitled to make alternative arrangements to tackle the situation in any manner it deems fit, at the cost of the bidder which may also be adjusted by the Company from the Performance Bank Guarantee, being treated as default so that the business of the Company is not disrupted. The venue of the arbitration shall be Mumbai.

## **7. Governing Laws:**

This RFP and the subsequent Work Order/Empanelment Agreement shall be governed and construed and enforced in accordance with the laws of India and both, the Company and the hired Applicants, shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this RFP and subsequent Agreement, only the courts in Mumbai shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

## **8. Notices and other Communication**

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be sent personally or by certified or registered post with acknowledgement due or overnight courier or email duly transmitted, facsimile transmission (with hard copy to follow for email), addressed to the other party at the addresses, email given in the contract. Notices shall be deemed given upon receipt, except that notices sent by registered post in a correctly addressed envelope shall be deemed to be delivered within 5 working days (excluding Sundays and public holidays) after the date of mailing dispatch and in case the communication is made by facsimile transmission or email, on business date immediately after the date of successful facsimile/email transmission (that is, the sender has a hard copy of a confirmation page evidencing that the facsimile was completed in full to the correct fax number or email sent to correct email address). Any Party may change the address, email address and fax number to which notices are to be sent to it, by providing written notice to the other Party in one of the manners provided in this section.

## **9. Force Majeure**

The bidder or the Company shall not be responsible for delays or non- performance of any or all contractual obligations due to any Force Majeure cause which is beyond the control of the bidder or Company, but does not include commercial hardship or any difficulty in performance of the contract, as the case may be and which substantially affects the performance of the obligations under the Agreement of the contract such as including:

- a) Acts of God, natural calamities, including but not limited to floods, droughts, earthquakes and epidemics.
- b) Acts of any country, domestic or foreign, including but not limited to war, declared or undeclared priorities, quarantines, embargoes.
- c) Acts of public enemy, accidents and disruptions including but not limited to fires, explosions, breakdowns of essential machinery or equipment.
- d) Transportation delay due to force majeure or accidents.
- e) Strikes, lockouts and sabotages. f) Riots and civil commissions. g) Lockdown imposed by Govt. Pandemic declared by Govt. and Quarantine restriction imposed by the govt. etc.
- h) Notwithstanding anything contained herein, acts of force majeure will not include acts of commercial hardship.
- i) Provided that the successful bidder shall notify the Company in writing of such causes within Seven (7) days from the occurrence of such cause.
- j) Unless otherwise directed by the Company in writing, the bidder shall to the extent possible mitigate the consequences of the force majeure event and make all necessary alternative arrangements to perform their obligations and accordingly continue to perform its obligations under the contract as far as possible, and shall seek all means for performance of all the obligations, not prevented by the Force Majeure event.
- k) Provided further that in case of delay in Services, which shall be solely decided by the Company, the Company shall not be held liable for non-performance of its obligations under the contract and the Company shall have the right to terminate this contract without giving any further notice to the bidder.

## **10. Assignment**

The selected Bidder agrees that the bidder shall not be entitled to assign any or all of its rights and or obligations under this RFP and subsequent Agreement to any entity including the firm's affiliate without the prior written consent of the Company. If the successful Bidder hires another person/entity to assist it in the performance of its obligations, under the contract, as may be subsequently entered into at the discretion of Company or assigns any portion of its rights or delegates any portion of its responsibilities or obligations to another person in any manner thereunder, subject to Company's prior written consent, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Bidder is bound to maintain the confidentiality.

## **11. Background Check**

A successful bidder has to conduct a proper background check of the employees of the bidder. Onsite staff should submit BGV (Background check Verification document) in regard to compliance of Education Qualification, Certification, Experience and Police Verification from HR at the time of On boarding of resources to the Company. The resource to submit Company ID Card and a copy of KYC at the time of joining of the project to the Company.

## **12. Waiver**

No failure or delay on the part of either party relating to the exercise of any right power, privilege or remedy provided under this RFP document or subsequent agreement with the other party shall operate as a waiver of such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by the other party 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 RFP document all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

## **13. Termination**

The Company shall have the option to terminate / cancel this RFP at any stage without any prior notice. The Company, without prejudice to any other remedy for breach of Work Order, by written notice of default sent to the selected bidder, may terminate the Work Order in whole or in part, if the selected bidder fails to perform any obligation(s) under the Work Order/ Empanelment Agreement. In the event of the Company terminating the Work Order/ Empanelment Agreement in whole or in part, the Company may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered, and the selected bidder shall be liable to the Company for any excess costs for such similar services. In the event of termination of the Work Order/ Empanelment Agreement due to any cause whatsoever, (whether consequent to the stipulated term of the Work Order/ Empanelment Agreement or otherwise), the Company shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the hired Applicant shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Applicant to take over the obligations of the erstwhile Applicant in relation to the execution/continued execution of the scope of the

Work Order/ Empanelment Agreement. Nothing herein shall restrict the right of the Company to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to the Company under law or otherwise. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Work Order/ Empanelment Agreement that are expressly or by implication intended to come into or continue in force on or after such termination. The Company may terminate the Agreement in full or in parts by giving a written notice of 90 days to the other party against acknowledgement. Similarly, the Company may terminate the Work Order in full or in parts by giving a written notice of 7 days to the other party against acknowledgement. The party shall make full endeavour for a smooth transition/provide all support to the new Applicant and/or other party so as to ensure continued customer service and minimum disruption. The Company will have the right to terminate the contract after giving 90 days advance notice to the RSP in case of unsatisfactory services, non-capable resources or non-initiation of services within 7 days of order contract. Decisions of the Company regarding quality of services will be binding on the RSP.

The Company shall have the right to terminate/cancel the contract with the RSP at any time during the contract period, by giving a written notice of 90 days, for any valid reason, including but not limited to the following:

- a) Excessive delay in execution of services.
- b) Discrepancies / deviations in the agreed processes.
- c) Failure of RSP to complete implementation within the time as specified in the RFP document
- d) Violation of terms & conditions stipulated in this RFP.
- e) Change in the Company's Policy
- f) Unsatisfactory performance.
- g) The Company may terminate the Agreement in case of breach of any of the representation and warranties.

The Company shall have the option to terminate the Agreement with the successful bidder in case of breach of any of the terms and conditions as specified in the Agreement. Notwithstanding anything contained herein above, the Company shall have the right to terminate the Agreement without assigning any reason to the consultant without any consequences. In case of termination due to reasons attributable to the service provider as decided by the Company, and the Company reserves the right to allot the remaining work to another service provider of its choice on such terms and conditions as it may deem fit. Any financial liability including costs, charges, expenses which the Company incurs on this account, shall be recovered by the Company from service provider from PBG, pending payment etc. apart from the other recovery action.

#### **14. Publicity**

Any publicity relating to the work to be carried out in the Company towards this project is strictly prohibited. No information of any nature related to this project shall be disclosed to any third party unless otherwise necessary and prior permission has been taken from the Company.

## **15. Solicitation of Employees**

The Vendor shall not hire employees of the Company or solicit or accept solicitation (either directly, indirectly, or through a third party) from employees or ex-employees of the Company directly involved in this Agreement, during the term of this Agreement and one (1) year thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period of the contract and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the contract to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party. However, nothing contained herein shall restrict the Company to engage any personnel/employee of Vendor, if the engagement is through open channel/competitive route in pursuance of Company's hiring policies or direction of Government Authorities and does not include only the personnel/employees of Vendor.

## **16. Compliance with Laws**

The selected Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Company about all the prevailing laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this RFP and shall indemnify, keep indemnified, hold harmless, defend and protect the Company and its employees/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from. Compliance with all applicable laws shall be limited to laws which are directly/ indirectly affecting Company's business due to the services provided as part of this RFP. However, statutory compliance for providing the service mentioned in the RFP needs to be carried out by the selected Bidder. The selected Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, the Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Company and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Company will give notice of any such claim or demand of liability within reasonable time to the selected Bidder. The selected Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity shall exclude indirect, consequential and incidental damages.

## **17. Privacy and Security Safeguards**

The Bidder shall not publish or disclose in any manner, without the prior written consent of the Company, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any Company location. The Bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Company

data and sensitive application software. The Bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Company's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any Company's location

## **18. Order Cancellation**

This Tender/engagement or subsequent Agreement shall be deemed to have been terminated by the Company one day prior to the happening of the following events of default:

The Successful/ Selected Bidder becomes unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof;

A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the Successful/ Selected Bidder and such appointment continues for a period of twenty one (21) days;

The Successful/ Selected Bidder is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation upon terms previously approved in writing between the parties.; or

The Successful/ Selected Bidder becomes the subject of a court order for its winding up. Further the Company reserves the right to cancel the Work Order of the hired RSP and recover expenditure incurred by the Company in the event of any of the defaults occur and the same is not rectified within 7 days from the date of receipt of intimation from the Company with respect of occurrence of such default in case of:

The engaged RSP commits a breach of any of the terms and conditions of the Work Order.

The progress regarding execution of the Work Order, made by the hired RSP is found to be unsatisfactory.

The Company reserves its right to cancel the order if discrepancies/ violations are observed in the various reports provided to the Company as per scope of work.

After the award of the Work Order, if the engaged RSP does not perform satisfactorily or delays execution of the Work Order, the Company reserves the right to get the balance Work Order executed by another party of its choice by giving seven days' notice for the same. In such an event, the engaged RSP is bound to make good the additional expenditure, which the Company may have to incur to carry out the bidding process for the execution of the balance of the Work Order. This clause is applicable, if for any reason, the Work Order is cancelled.

**PART EXIT CLAUSE:** The Company, may, at any time terminate or exit from the agreement for all/some specific services by giving written notice of 90 days to the Applicant. The Company may choose to utilize its own expertise/use any other service provider with better value proposition for customers or engage a RSP identified by the Government/Regulatory/other statutory body to provide all/select services depending upon the nature of technical independence of the services on the proposed solution and thus fully/partly exit from the arrangement. In such cases, the amount due for the service for subsequent periods would not be payable.

## **19. Indemnity**

The selected applicant shall indemnify the Company, and shall always keep indemnified and hold the Company, its employees, personnel, officers, directors, (hereinafter collectively referred to



as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, damages, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Company as a result of:

The Company's authorized/ bona fide use of the Deliverables and /or the Services provided by the selected Bidder under this RFP; and/or

An act or omission of the selected Bidder and/or its employees, in performance of the obligations under this RFP; and/or

Claims made by employees who are deployed by the selected Bidder, against the Company; and/or

Claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the selected Bidder to its employees

Breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the selected Bidder under this RFP; and/or

Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or

Breach of confidentiality obligations of the selected Bidder contained in this RFP; and/or

Negligence or misconduct attributable to the selected Bidder or its employees.

The Company shall notify the bidder in writing as soon as practicable when the Company becomes aware of the claim, and the bidder will cooperate in the defense and settlement of the claims.

The bidder shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary thereunder to conform and effectuate the purchase contract and to protect the Company during the tenure of contract. Where any patent, trade mark, registered design, copyrights and/ or intellectual property rights vest in a third party, the bidder shall be liable for settling with such third party and paying any license fee, royalty and/ or compensation thereon. In the event of any third party raising claim or bringing action against the Company including but not limited to action for injunction in connection with any rights affecting the machine/licenses supplied by the bidder covered under the purchase contract or the use thereof, the bidder agrees and undertakes to defend and / or to assist the Company in defending at the VENDOR cost against such third party's claim and / or actions and against any lawsuits of any kind initiated against the Company. The bidder shall have sole control of the defense and all related settlement/ negotiations, and the Company will provide the bidder with the assistance, information and authority reasonably necessary to perform the above. Indemnity would cover damages, loss or liabilities suffered by the Company arising out of claims made by regulatory authorities for reasons attributable to breach of obligations under this RFP and subsequent agreement by the selected Bidder. In the event a successful bidder does not fulfil its obligations under this clause

within the period specified in the notice issued by the Company, the Company has the right to recover the amounts due to it under this provision from any amount payable to the vendor under this assignment. The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this RFP.

## **20. Corrupt and Fraudulent Practices**

As per the Government directives, it is required that selected Bidders/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND

"Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Company and includes collusive practice among applicants (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Company of the benefits of free and open competition. The Company reserves the right to reject a proposal for award if it determines that the selected Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. The Company reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time as per the Company's discretion, to be awarded a contract, if, at any time, it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

## **21. Violation of Terms**

The Company 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 selected Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Company may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

## **22. Authorized Signatory**

The hired consultant shall indicate the authorized signatories who can discuss and correspond with the Company, with regard to the obligations under the Work Order. The engaged Applicant shall submit at the time of signing the Work Order, a certified copy of the resolution of their Board, authenticated by the selected bidder's Company Secretary/Director, authorizing an official or officials of the bidder's Company or a Power of Attorney's copy to discuss, sign agreements/ Work Order with the Company. The applicant shall furnish proof of signature identification for above purposes as required by the Company. This clause also extends in case of partnership firm or LLP firm.

## **23. Execution of a Service-Level Agreement/Non-Disclosure Agreement:**

The successful Applicant shall execute (a) a Service Level Agreement (SLA) or hiring Agreement, as the case may be which would include all the services and terms and conditions of the services to be extended as detailed herein and any other conditions as may be prescribed by

the Company; and (b) Non-Disclosure Agreement (NDA). The costs and expenditure should be borne by the Applicant. The Applicant shall execute the prescribed agreement within one month from the date of acceptance of Letter of Appointment. The hiring Agreement/ Work Order shall be executed by the authorized signatory of the successful Applicant.

#### **24. Right to Reject Proposals**

The Company reserves the absolute and unconditional right to reject the response to this RFP without assigning any reason if it is not in accordance with its requirements and no correspondence shall be entertained by the Company in the matter. Proposals received from Respondents are liable to be rejected, if:

It is not in conformity with the instructions mentioned in the RFP Document.

It is not properly or duly signed.

It is received through email.

It is received after expiry of the due date and time.

It is incomplete including non- furnishing the required documents.

It is evasive or contains incorrect information.

There is canvassing of any kind.

It is submitted anywhere other than the place mentioned in the RFP.

#### **25. Principal to Principal Liability**

The employees engaged by the RSP shall be deemed to be the employees of RSP only, and the Company shall not be connected with the employment or the terms and conditions thereof in any way. The RSP alone would comply with the statutory obligations and Labor Regulations/ Rules in this regard. None of the provisions of the RFP shall be deemed to constitute a partnership or joint venture or employee-employee relationship between the parties hereto, and neither party shall have authority to bind the other except as specifically provided for hereunder. Neither party hereto is the agent of the other nor there a master –servant relationship between the parties. The relationship is on a principal to principal basis. The Consultant shall be responsible for payments of all statutory dues with respect to each of his personnel/employees engaged by him to render service under this Agreement with respect to each applicable/extant labor law, including, the Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Employees' State Insurance Act, 1948, The Payment of Gratuity Act, 1972, The Maternity Benefit Act, 1961, The Employees' Provident Funds and Miscellaneous Provisions Act, 1952, etc. No dues/contributions under any labor legislations, as applicable, remain payable with respect to his personnel/employees. The RSP shall have no claims whatsoever against the Company with respect to payment of statutory dues/contributions to his personnel/employees under applicable labor legislations.

#### **26. Limitation of Liability**

RSP's aggregate liability under the contract shall be limited to a maximum of the contract value. In the following circumstances limitation of liability shall not apply and the RSP shall be liable for amount of cost, damages, compensation, penalty etc. suffered by the Company:-

Breach of the confidentiality provisions.

Liability for an infringement of a third party's IPR by the Consultant.

Employment liabilities for RSP's staff relating to the period of their employment within contractual period.

Any other liability that cannot be capped or excluded as a matter of applicable law and imposed by the statutory authority/ government bodies/ court, tribunals etc.

Liability of Vendor (including third party claims) in case of bodily injury (including Death);

Liability of Vendor (including third party claims) in case of damage to real property and tangible property caused by the Vendors' gross negligence;

Liability of the Vendor in case of gross negligence or wilful misconduct attributable to the Vendor while providing services under this Agreement;

Liability of the Vendor in case of fraudulent acts or wilful misrepresentation attributable to the Vendor regarding the services provided under this Agreement;

Any other breach caused due to the non-performance of the obligations of the Consultant under the Agreement. This limit shall not apply to third party claims.

## **27. Sub-Contracting**

Subcontracting is prohibited. However, due to some unavoidable circumstances Bidder may associate a part of work only, with explicit consent of the Company, subject to the condition that only part of the activity for which bidder does not have capability may be taken with the help of an associate. The successful bidder will have to obtain specific written permission from the Competent Authority of the Company under whose jurisdiction RFP has been floated, before contracting any work to subcontractors. The Company may, at its own discretion, permit or deny the same. In case sub-contracting is permitted by the Company, the contracting party will be responsible for all the services provided to the Company regardless of which entity is conducting the operations. The contracting vendor is also responsible for ensuring that the sub-contractor comply with all the terms and conditions of this RFP. The Company shall deal with successful bidder only and any third-party contract made by it and terms & conditions associated therewith shall not be binding on the Company. The successful bidder shall be responsible for managing the activities of its personnel and any sub-contractor personnel, and shall hold itself responsible for any misdemeanour of civil and criminal nature.

## **28. Non-Exclusivity**

It is expressly agreed by the successful bidder that the contract shall be on a non-exclusive basis. The Company reserves its right to appoint/engage one or more agencies (ies) to provide services concurrently during the currency of this contract.

## **29. Substitution of Project Team Members**

The bid should also contain resource planning proposed to be deployed for the project which includes inter-alia, the number of personnel, skill profile of each personnel, duration of employment etc.

During the assignment, the substitution of key staff identified for the assignment shall not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the Bidder can do so only with the concurrence of the Company by providing alternate staff of the same level of qualifications and expertise. If the Company is not satisfied with the substitution, the Company reserves the right to terminate the contract and recover whatever payments made by the Company to the Bidder during the course of this assignment besides claiming an amount, equal to the contract value as liquidated damages. The Company reserves the right to insist the Bidder to replace any team member with another (with the qualifications and expertise as required by the Company) during the course of assignment. The Bidder will have to undertake that no such substitution would delay the project timelines.

### **30. Adherence to Standards**

The Applicant should adhere to laws of the land and rules, regulations and guidelines issued by the various regulatory, statutory and Government authorities. It should also ensure that it has complied with all required legal compliances and it also has the necessary permission and licenses to do the job as RSP. The Applicant should provide professional, objective and impartial advice at all times and hold the Company's interest paramount and should observe the highest standard of ethics while executing the assignment. The RSP shall be responsible for the authenticity and genuineness of the work undertaken and shall be liable for breach of contract, if discrepancies/violations are observed. If the engaged RSP fails to complete the due performance in accordance with the terms and conditions of the Work Order, the Company reserves the right to cancel the Work Order. Notwithstanding Company's right to terminate the order, penalty at 1% (One percent) of the total order value for the deadlines that are not met as per the prescribed timeline in the specified project schedule per week subject to a maximum of 10% of the order value. The Company reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Company to the RSP. Such penalties will be based on the timelines stated by the RSP during the presentation to the Company (Timelines shall be made part of SLA). If the selected RSP fails to complete the due performance of the contract in accordance with the terms and conditions, the Company reserves the right either to terminate the contract after imposing Penalty on Selected Bidder. Penalty will be calculated on a weekly basis and on the same Rate as applicable to Liquidated Damages. In case of termination of contract, the Company reserves the right to recover an amount equal to 10% of the Contract value as Liquidated Damages for non-performance. Both Penalty and Liquidated Damages are independent of each other and are applicable separately and concurrently. Penalty and Liquidated Damages is not applicable for reasons attributable to the Company and Force Majeure. However, it is the responsibility of the engaged RSP to prove that the delay is attributable to the Company or Force Majeure. The engaged RSP shall submit the proof authenticated by the consultant and Company's official that the delay is attributed to the Company and/or Force Majeure along with the bills requesting payment.

The selected Bidder shall perform its obligations under the agreement entered into with the Company, in a professional manner.

If any act or failure by the Bidder under the agreement results in failure or inoperability of systems and if the Company has to take corrective actions to ensure functionality of its property, the

Company reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.

If the RSP fails to complete the due performance of the contract in document, the Company reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty &/or Liquidated damages for non-performance. Agreement violation will attract penalties.

### **31. Audit/ Inspection for Reports**

The Company can conduct any third party inspection/audit for any phase of the contract and the successful bidder must take all necessary changes as mentioned by the results of these audits. The Company will incur the cost of appointment of a third party audit and successful bidder must ensure that findings of the audit are successfully closed by successful bidder within mutually agreed timelines. It is agreed by and between the parties that the Service Provider shall get itself annually audited by internal/external empaneled Auditors appointed by the Company/ inspecting official from the Company, IRDAI or any regulatory authority, an unrestricted right to inspect and audit the operations and records directly related to the services. The Cost and Accounting records will be out of the scope for the purpose of an audit conducted by the Company. If Vendor is outsourcing any portion of the above activity, it will be the responsibility of Vendor to ensure that authorities/officials as mentioned above are allowed access to places, systems, processes, records (except Cost and Accounting records) etc. of activity for inspection or verification. Service providers shall keep complete and accurate records of all the operations in connection with the activities, as per relevant best practices in the industry. All books, records (except Cost and accounting records) and information relevant to services shall be preserved in isolation and presented to the Company or its designees for inspections as and when demanded. Vendor shall also ensure the preservation of documents and data in accordance with the legal/regulatory obligation of the Company in this regard. Service provider recognizes the right of IRDAI to cause an inspection to be made of Vendor/Service Provider and its books and accounts by one or more of its officers or employees or other designated person. One week's prior intimation shall be shared with Vendor, regarding the audit so as to notify the Company of any potential conflict of interest. Except in cases of regulatory or statutory audit, the Company shall not exercise the right to audit more than twice in a financial year.

#### **The Company reserves the right to:**

- Reject any and all responses received in response to the RFP.
- Waive or change any formalities, irregularities or inconsistencies in proposed work order
- Extend the time for submission of all proposals
- Select the most responsive bidder (in case no bidder satisfies the eligibility criteria in totality)
- Select the next most responsive bidder if negotiations with the bidder of choice fail to result in an agreement within a specified time frame.
- Share the information/ clarifications provided in response to RFP by any bidder, with any other bidder(s) /others, in any form.
- Cancel the RFP/Tender at any stage, without assigning any reason whatsoever.
- Change the time schedule of the RFP for inviting the bids or evaluation thereof
- Modify the requirements or any specifications related to eligibility or technicalities.

- No obligation to accept the lowest or any other offer received in response to the RFP and shall be entitled to reject any or all of the offers. The Company has full rights to reissue the tender / bid/RFP for any reasons felt necessary by the Company. The Company's decision in this regard shall be final, conclusive and binding upon the Bidder.

## ANNEXURES

### **Annexure 1:**

#### LETTER OF AUTHORIZATION FOR SUBMISSION OF RESPONSE

To,

General Manager,

The New India Assurance Company Limited,

Human Resources Department,

87, MG Road, Fort,

Mumbai-400001

#### **SUB: Authorization Letter for submitting RFP proposal documents.**

REF: RFP for engagement of Recruitment Service Provider (RSP) for appointment of Chief Technical Officer on contractual basis in The New India Assurance Company Limited.

Sir/Madam,

This has reference to your above RFP for engaging in Recruitment Service Provide for appointment of Chief Technical Officer on contractual basis in The New India Assurance Company Limited.

Mr./Ms ..... is hereby authorized to submit the response documents, to submit sealed response, and to sign any documents pertaining to the RFP on behalf of our organization for all the services required by the Company as called for vide the Company's RFP as referred to above, on behalf of our organization. He/ She is also authorized to take decisions on behalf of the company till the RFP process is completed. Certified photocopy of Power of Attorney (POA) of the person authorizing such person is duly submitted. We hereby extend our full guarantee and warranty as per Clauses of Contract for the goods/services offered for supply by the Organization against this RFP.

The specimen signature is attested below:

Specimen signature of the Representative Signature of the Authorizing Authority

Name of the Authorizing Authority

(Certified Xerox copy of POA of authorized Signatory/authority is to be submitted)

Note: This letter of authority should be on the letterhead of the Respondent on whose behalf the proposal is submitted and should be signed by a competent authority/ person or the person having the power of attorney to bind the principal. It should be included by the Organization in its proposal.

**Annexure 2:**

**RFP RESPONSE COVERING LETTER**

To,

General Manager,

The New India Assurance Company Limited,

Human Resources Department,

87, MG Road, Fort,

Mumbai-400001

**SUB: Response to RFP**

REF: RFP engagement of Recruitment Service Provider (RSP) for appointment of Chief Technical Officer on contractual basis in The New India Assurance Company Limited.

Having examined and understood the instructions including all Annexures, Terms & Conditions forming part of the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to undertake the services in conformity with the said RFP. We also submit required information along with documentary evidence in following format:

We hereby undertake to participate in the RFP process and will provide our services as engaged RSP if selected, as per the Work Order/Empanelment Agreement signed by the successful Applicants with the Company. We confirm that we have not made any changes in the templates provided by the Company as part of the RFP process, except for filling in appropriate columns. We confirm that our Organization has not been black listed/ debarred by any Government or Regulatory bodies in India and overseas. We confirm that our Organization does not have any pecuniary liability nor any judicial proceedings or any restraint restricting us in fulfilling the services. We also confirm that the offer shall remain valid for 6 months from the date of the offer. We also understand that the Company is not bound to accept the offer either in part or in full and that the Company has the right to reject the offer in full or in part without assigning any reasons whatsoever.

S.N o.	Parameters	Response (Specify wherever relevant)
1	Name of the Bidder's Company and nature of business	
2	Bidder's Company address	



3	Details of Ownership	
4	Name of the Applicant's Parent Company (if any)	
5	Year of commencement of business Global & India	
6	Total number of staff Global & India	
7	Number of years of sectorial experience as on 31.03.2025 of providing recruitment services in BFSI/Govt./PSBs/PSU/Large Organizations, having minimum 10,000 employees and/or turnover of Rs. 500 Crore and above in India.	
8	Number of organizations in which recruitment services provided as on 31.03.2025 in BFSI/Govt./PSBs/PSU/Large organization, having minimum 10,000 employees and/or turnover of Rs. 500 Crore and above in India.	
9	Methodology and approach adopted by the consultant while undertaking the assignment for which Invitation Document is issued/customized to Company's requirement in India	
10	Team support to be provided to The New India Assurance Company Limited with relevant educational background (preferably MBA in HR/ Personnel Management) from premiere B schools like IIMs, XLRI, and FMS etc. Tier I colleges in India or abroad with relevant experience in HR Recruitment Consultancy.	

Signature of the Authorized

Signatory Name:

Designation:

Name of the Organization:

Address:

**Note:** Supporting documents like Certificate of Commencement of Institute / Organization, Balance sheets and financial statement (Audited if applicable), certificate of registration from competent authority, ITR, previous assignments etc. duly signed by the competent authority should be attached with the proposal.

**Annexure 3:****KEY PERSONNEL DETAILS**

Key personnel to be provided to NIACL with relevant educational background, qualifying experience and credentials for the duration of project should be detailed in the format given below:

S. No.	Name of the personnel	Educational Qualification & Certification along with name of University/Institution	Previous BFSI Organizations where team member was associated	Duration of tenure as member associated	No. of years of Experience
1					
2					
3					
4					
5					
6					

(Signature)

Name:

Designation:

Date

**Annexure 4:**

**Nominated Point of Contact Details**

Personnel to be provided to NIACL with relevant educational background, qualifying experience and credentials for the duration of project should be detailed in the format given below:

S. No.	Name of the person	Educational Qualification & Certification along with name of University/Institution	Previous BFSI Organizations with which team member was associated	Duration of team member association	No. of years of Experience
1					
2					
3					

(Signature)

Name:

Designation:

Date

**Annexure 5:****DETAILED TECHNICAL PROPOSAL- CAPABILITY, APPROACH, METHODOLOGY AND WORK PLAN**

Applicants are requested to present the technical proposal with their approach, methodology in the form of brief write up under following 5 sections:

**Experience & Capability:**

Brief information on the Applicant's organizational set-up, size, and experience in Recruitment of Specialized Executives/Domain Experts on contractual basis, expertise in the proposed work. Details of similar type of work undertaken for Indian Public Sector Banks / Private Sector Banks / Financial Institutions.

Applicant's international set-up and experience if any.

**Understanding of Scope of work:**

Details of Applicant's perception of the nature and scope and key issues related to scope of work involved, implementation of efficient tools for execution of strategy.

**Approach, Methodology and Work-plan:**

This should include details of overall approach to the areas listed in the RFP along with specific potential proposals / solutions on each of these areas, covering the conceptualization, design and implementation stages. Submission should clearly articulate the deliverables at each stage of the work with key milestones. The Applicant should also explain why the methodology adopted is consistent with the objective of the programme, and the specific objectives outlined for each pillar of the assignment.

**Key Personnel Composition:**

This chapter should contain details of the key personnel composition, key executives proposed for the project. Applicants should also contain the details of key experts and technical staff responsible for each assignment.

(Signature)

Name:

Designation:

Date:

**Annexure 6:**

UNDERTAKING (This letter should be on the letterhead of the Bidder duly signed by an authorized signatory)

To,  
The General Manager(HR),  
The New India Assurance Company Limited,  
Head Office,  
87, MG Road, Fort,  
Mumbai-400001

Sub: RFP For Engagement of services of a Recruitment Service Provider for Appointment of Full-Time Chief Technical Officer on Contractual basis

Sir/Madam,

Having examined the RFPs including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to undertake recruitment of Chief Technical Officer in NIACL in full conformity with the said RFP document and in accordance with our proposal.

- 1) If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the RFP.
- 2) We confirm that this offer is valid and open for evaluation according to their terms and conditions for a period of (6) months from the last date for submission of the RFP document to the Company.
- 3) This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
- 4) We have never been barred/black-listed by any regulatory /statutory authority in India or abroad.
- 5) We undertake that in competing for and if the award is made to us, in executing the subject contract, we shall strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
- 6) We certify that we have provided all the information requested by the Company in the format requested for. We also understand that the Company has the exclusive right to reject this offer in case the Company is of the opinion that the required information is not provided or is provided in a different format.
- 7) We hereby covenant, warrant and confirm that the soft-copies of the proposal submitted by us in response to the RFP and the related addendums/ corrigendum and other documents including the changes made to the original RFP issued by the Company, conform to and are identical with the hard-copies of aforesaid proposal submitted by us,

in all respects.

Dated this.....by 2025

Yours sincerely,

Signature of the Authorized Signatory

Name:

Designation:

Name of the Firm:

Address:

## **Annexure 7:**

CONFORMITY LETTER (This letter should be on the letterhead of the Respondent duly signed by the authorized signatory)

To,  
The General Manager(HR),  
The New India Assurance Company Limited,  
Head Office,  
87, MG Road, Fort,  
Mumbai-400001

Sub: RFP For Engagement of services of a Recruitment Service Provider for Appointment of Full-Time Chief Technical Officer on Contractual basis.

Sir/Madam,

Further to our proposal dated....., in response to the Request for Proposal (hereinafter referred to as "RFP") issued by NIACL ("Company") we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums/ corrigendum and other documents including the changes made to the original RFP issued by the Company shall form a valid and binding part of the aforesaid RFP document.

The Company is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Company's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours sincerely,

Signature of the Authorized Signatory

Name:

Designation:

Name of the Organization:

Address

**Annexure 8:****CREDENTIALS**

The expertise of the consultant in recruiting Specialized Executive/ Domain Expert in other organizations should be exhibited in detail.

The Credentials should be arranged as below:

Sl. No	Name of Organization along with the industry and country where the intervention was undertaken	Scope of the Assignment	Duration of the Assignment	Project Team
1				
2				
3				

All credentials should be backed by references, which must include the following details:

- Contact Person's Name of Bidder:
- Name of Organization and Designation:
- E-mail Address:
- Mobile Number:

The Company reserves the right to approach the references for further background checks.



**Annexure 9:**

**FORMAT FOR RFP QUERIES**

S. No.	Section	Page Number	Particulars as mentioned	Query

Signature of the Bidder's Authorized Signatory

Name:

Designation:

Name of the Firm:

Address:

## **Annexure 10**

### **INTEGRITY PACT**

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

INTEGRITY PACT Between The New India Assurance Company Limited (NIA) hereinafter referred to as "The Principal", and ..... hereinafter referred to as "The Bidder/ Contractor"

#### **Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for ..... The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

#### **Section 1 - Commitments of the Principal**

1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b) The Principal will, during the tender process, treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c) The Principal will exclude from the process all known prejudiced persons.

2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

**Section 2 - Commitments of the Bidder(s)/ Contractor(s) which term shall include Vendor(s)/Agency(ies)/Sub-contractor (s) if any, etc.**

1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

i) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

ii) The Bidder(s)/ Contractor (s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

iii) The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

iv) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/ Contractor(s). Further, as mentioned in the Guidelines all the Payments made to the Indian agent/ representative have to be in Indian Rupees only. The "Guidelines on Indian Agents of Foreign Suppliers" is placed at page nos. 6-7.

v) The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments

he has made, is committed to or intends to make to agents or any other intermediaries in connection with the award of the contract.

vi) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3- Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”.

The “Guidelines on Banning of business dealings” is placed at Page nos. 71-81.

### **Section 4 - Compensation for Damages**

1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3 of Integrity Pact, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5 - Previous transgression**

1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public-Sector Enterprise in India that could justify his exclusion from the tender process.

2) If the Bidder makes an incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

## **Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors**

- 1) The Bidder(s)/ Contractor(s) undertake(s) to demand from his subcontractors a commitment in conformity with this Integrity Pact.
- 2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

## **Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

## **Section 8 – Independent External Monitor / Monitors**

- 1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the Chairman cum Managing Director, New India.
- 3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the

information and documents of the Bidder(s)/ Contractor (s)/ Subcontractor(s) with confidentiality.

4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6) The Monitor will submit a written report to the Chairman cum Managing Director (CMD) of NIA within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

7) If the Monitor has reported to the CMD, NIA, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the CMD, NIA has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

8) The word 'Monitor' would include both singular and plural.

## **Section 9 – Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by CMD of NIA.

## Section 10 – Other provisions

- 1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Head Office of the Principal, i.e. Mumbai.
- 2) Changes and supplements as well as termination notices need to be made in writing.
- 3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)

(For& On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1:  
(Name & Address)

Witness 2:  
(Name & Address)

## **GUIDELINES FOR INDIAN AGENTS OF FOREIGN BIDDER(S)/ CONTRACTOR(S)**

Which term shall include Vendor(s) / Agency (ies)/Sub-contractor (s) if any,etc.

### **1) REGISTRATION OF AGENTS**

1.1) There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with NIA shall apply for registration in the prescribed Application – Form.

1.2) Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the principal to the agent before the placement of order by NIA.

1.3) Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian Representative is working on the basis of salary or as retainer, a written document to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

### **2) DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA, IF ANY.**

2.1) Tenderers of Foreign nationality shall furnish the following details in their offer:

2.1.1) The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.

2.1.2) The amount of Commission/Remuneration included in the quoted price(s) for such agents/representatives in India.

2.1.3) Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/representatives in India, may be paid by NIA in Indian Rupees only.

2.2) Tenderers of Indian Nationality shall furnish the following details in their offers:



2.2.1) The name and address of the foreign principals indicating their nationality as well as their status, i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.

2.2.2) The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.

2.2.3) Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by NIA in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.

2.3) In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/ remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

2.4) Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by NIA. Besides this there would be a penalty of banning business dealings with NIA or damage or payment of a named sum.

\*\*\*\*\*

## **GUIDELINES ON BANNING OF BUSINESS DEALING**

### **CONTENTS**

<b>Sl.no</b>	<b>Particulars</b>
<b>1.</b>	<b>Introduction</b>
<b>2.</b>	<b>Scope</b>
<b>3.</b>	<b>Definitions</b>

4.	Initiation of Banning / Suspension
5.	Suspension of Business Dealings
6.	Ground on which Banning of Business Dealing can be initiated
7.	Banning of Business Dealings
8.	Removal from List of Approved Agencies-Suppliers/ Contractors etc.
9.	Show-cause Notice
10.	Appeal against the Decision of the Competent Authority
11.	Review of the Decision by the Competent Authority
12.	Circulation of the names of Agencies with whom Business Dealings have been banned

## 1) Introduction

1.1) The New India Assurance Company Limited (NIA), being a Public-Sector Entity, has to ensure preservation of rights enshrined in the Constitution. NIA has also to safeguard its commercial interests. NIA deals with Agencies (which term shall include Bidders/ Vendor(s)/ Agency(ies)/ Contractor(s)/ Sub- contractor(s) if any, etc.), who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of NIA to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on NIA to observe principles of natural justice before banning the business dealings with any Agency.

1.2) Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

## 2) Scope

2.1) NIA reserves its rights to remove any such Agency from its list of approved suppliers / contractors or to ban business dealings if it is found to have committed misconduct and also to suspend business dealings pending investigation. Such stipulation should be incorporated

in every Sale/Purchase/Work Order.

2.2) Similarly, in case of sale of material, NIA reserves its rights to remove any such Agencies / customers / buyers from the approved list, who indulge in lifting of material in unauthorized manner. Such stipulation should be incorporated in every Sale/Purchase/Work Order.

2.3) However, absence of such a clause does not in any way restrict the right of Company (NIA) to take action / decision under these guidelines in appropriate cases.

2.4) procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.

2.5) These guidelines apply to the entire Liaison and other offices of NIA located in India, but not to any branch, representative, subsidiary or other offices of NIA outside India.

2.6) It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor / inadequate performance or for any other reason.

2.7) The banning shall be with prospective effect, i.e., future business dealings.

### **3) Definitions**

In these Guidelines, unless the context otherwise requires:

i) 'Party / Contractor / Supplier / Purchaser / Customer/Bidder/Tenderer shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. 'Party / Contractor/ Supplier / Purchaser / Customer/ Bidder/ Tenderer in the context of these guidelines is indicated as Agency.

ii) 'Inter-connected Agency' shall mean two or more companies having any of the following features:

- a) If one is a subsidiary of the other.
  - b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common;
  - c) If management is common;
  - d) If one owns or controls the other in any manner;
- iii) 'Competent Authority' and 'Appellate Authority' shall mean the following:

- a) For Companywide (entire NIA) banning, the CMD NIA shall be the Competent Authority as per these guidelines.
- b) For consideration and passing orders on First Appeals against the order of the CMD NIA on banning, Executive Committee (EC) of the Board of NIA shall be the 'Competent Authority'.
- c) In case the supplier/vendor/contractor etc. is not satisfied with the decision of the First Appellate Authority, it may approach NIA Board as Second Appellate Authority.
- d) CMD, NIA shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines, except in the matter of Appeals as specified above.
- iv) 'Investigating Department' shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department of NIA, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.
- v) 'List of approved Agencies - Parties / Contractors / Suppliers / Purchasers / Customers / Bidders / Tenderers shall mean and include list of approved / registered Agencies - Parties/ Contractors / Suppliers / Purchasers / Customers / Bidders / Tenderers etc.

#### **4) Initiation of Banning/ Suspension**

Action for banning / suspension business dealings with any Agency should be initiated by the department having business dealings with them after noticing the irregularities or misconduct on their part. Besides the concerned department, Vigilance Department of NIA may also be competent to advise such action.

#### **5) Suspension of Business Dealings**

5.1) If the conduct of any Agency dealing with NIA is under investigation by any department, the CMD NIA may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the CMD NIA, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation.

If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.

5.2) The order of suspension shall be communicated to all Departmental Heads within NIA. During the period of suspension, no business dealing may be held with the Agency.

5.3) As far as possible, the existing contract(s) with the Agency may continue unless the CMD NIA, having regard to the circumstances of the case, decides otherwise.

5.4) If the gravity of the misconduct under investigation is very serious and it would not be in the interest of NIA as a whole, to deal with such an Agency pending investigation, the concerned General Manager may send his recommendation to CMD NIA along with the material available. If CMD NIA considers that depending upon the gravity of the misconduct, it would not be desirable for NIA and all

5.5) its offices and Subsidiaries to have any dealings with the Agency concerned, an order suspending business dealings may be issued to all the offices of NIA, including Branch, Liaison and Representative offices by the CMD NIA, a copy of which may be endorsed to the Agency concerned. Such an order would operate for a period of six months from the date of issue. Suitable advisories may also be issued to Subsidiaries of NIA.

5.6) For suspension of business dealings with Foreign Agencies/Contractors/Vendors etc. (hereinafter referred to as Agency), following shall be the procedure :-

i) Suspension of the foreign agency (ies) shall apply throughout the Company. Subsidiaries / liaison offices would be suitably advised.

ii) Based on the complaint forwarded by General Manager of the department concerned or received directly by Vigilance Department, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of NIA to continue to deal with such agency, pending investigation, Vigilance Department may send such recommendation on the matter to General Manager of department concerned to place it before a Standing Committee consisting of the following:

1. GM Finance,
2. GM O.S.D. - Convener of the Committee

3. **GM I.T.M.G.**
4. **GM (Any Other)**

The committee shall expeditiously examine the report, give its comments/recommendations within twenty-one days of receipt of the reference by Head of concerned department.

5.7) If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.

5.8) It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months' time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

**6) Ground on which Banning of Business Dealings can be initiated**

6.1) If the security consideration, including questions of loyalty of the Agency to the State, so warrants;

6.2) If the Director/ Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public-sector enterprises or NIA, Re during the last five years;

6.3) If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc.;

6.4) If the Agency continuously refuses to return / refund the dues of NIA without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;

6.5) If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;

6.6) If business dealings with the Agency have been banned by the Govt. or any other public-sector enterprise;

6.7) If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation

of facts and/or fudging/forging/tampering of documents;

6.8) If the Agency uses intimidation / threatening or brings undue outside pressure on the Company (NIA) or its official in acceptance / performances of the job under the contract;

6.9) If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;

6.10) Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by Company (NIA) or not;

6.11) Based on the findings of the investigation report of CBI / Police against the Agency for malafide / unlawful acts or improper conduct on his part in matters relating to the Company (NIA) or even otherwise;

6.12) Established litigant nature of the Agency to derive undue benefit;

6.13) Continued poor performance of the Agency in several contracts;

6.14) If the Agency misuses the premises or facilities of the Company (NIA), forcefully occupies, tampers or damages the Company's properties including land, water resources, forests / trees, etc.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

## **7) Banning of Business Dealings**

7.1) Normally, a decision to ban business dealings with any Agency should apply throughout the Company including Subsidiaries. However, the Competent Authority can impose such ban unit-wise only if in the particular case banning of business dealings by respective office of NIA will serve the purpose and achieve its objective and banning throughout the Company is not required in view of the local conditions and impact of the misconduct / default to beyond the concerned office of NIA. Any ban imposed by Corporate Office shall be applicable across all offices of the Company, unless specified otherwise. Subsidiaries would be suitably advised.

7.2) If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per

paragraph 9.1 and an enquiry held accordingly.

### 7.3) Procedure for Banning of Business Dealings with Foreign Agency (ies).

i) Banning of the agencies shall apply throughout the Company. Subsidiaries shall be suitably advised.

ii) Based on the complaint forwarded by the head of the concerned department or received directly by CVO, an investigation shall be carried out by Vigilance department. After investigation depending upon the gravity of the misconduct, Vigilance department may send their report to CMD NIA who may place it before the standing Committee (as specified in 5.5 (ii) above) The Committee shall examine the report and give its comments / recommendations within 21 days of receipt of the reference to the CMD NIA.

iii) If the committee opines that it is a fit case for initiating banning action, the CMD NIA will direct the G.M concerned to issue show-cause notice to the agency for replying within a reasonable period.

iv) On receipt of the reply or on expiry of the stipulated period, the case shall be submitted by G.M concerned to the Committee specified in 7.3(ii) above for consideration and recommendation to the CMD NIA for decision.

v) The decision of the CMD, NIA shall be communicated to the agency by the concerned Head of Department.

### 8) **Removal from List of Approved Agencies - Suppliers / Contractors, etc.**

8.1) If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.

8.2) The effect of such an order /issuance of such Show-Cause Notice would be that the Agency would not be disqualified from competing in Open Tender Enquiries but Limited Tender Enquiry may not be given to the Agency concerned.

8.3) Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

### 9) **Show-cause Notice**



9.1) In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or misbehaviour may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defense.

9.2) If the Agency requests for inspection of any relevant document in possession of NIA, necessary facility for inspection of documents may be provided.

9.3) The Competent Authority may consider and pass an appropriate speaking order:

- a) For exonerating the Agency if the charges are not established;
- b) For removing the Agency from the list of approved Suppliers / Contactors, etc.
- c) For banning the business dealing with the Agency.

9.4) If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

#### **10) Appeal against the Decision of the Competent Authority**

10.1) The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.

10.2) Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

#### **11) Review of the Decision by the Competent Authority**

Any petition / application filed by the Agency concerning the review of the banning order passed originally by Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Competent Authority (as specified in 3(iii) above) upon disclosure of new facts / circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the Standing Committee (as specified in 5.5 (ii) above) for examination and recommendation.

#### **12) Circulation of the names of Agencies with whom Business Dealings have been banned**

12.1) Depending upon the gravity of misconduct established, the Competent Authority of the Corporate Office may circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public-Sector Enterprises, etc. for such action as they deem appropriate.

12.2) If Government Departments or a Public-Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.

12.3) If business dealings with any Agency have been banned by the Central or State Government or any other Public-Sector Enterprise, NIA may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its inter- connected Agencies.

## Annexure 11

### NDA FORMAT

(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 Companies Act, 1956 and having its principal office at .....(address).

AND THE NEW INDIA ASSURANCE COMPANY LIMITED (hereinafter to be called “NIACL”) 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

a) 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, photo files, 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 NIACL, 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.

b) 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 fulfil 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 and 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 agree 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:

- a) 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
- b) was rightfully acquired by the Receiving Party or its Representatives prior to disclosure by the Disclosing Party;
- c) was independently developed by Receiving Party or its Representatives without reference to the Confidential Information; or
- d) 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.
- e) 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. Provided, however, that an archival copy of the Information may be retained in the files of the receiving party's counsel, solely for the purpose of proving the contents of the Information.

### 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

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.

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

3) 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 for a period of two years 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 for the term of the assignment and for a period of two years thereafter.

6) GOVERNING LAW & JURISDICTION

This Agreement shall be governed by and construed 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 Mumbai.

7) 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.

8) 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.

9) 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.

10) 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 confirmed telecopy, or (c) sent by commercial overnight courier with written verification of receipt, or (d) mailed postage prepaid by certified or registered mail, return receipt requested, or (e) 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 or five days after posting. Provided that notices to the NIACL shall be served on the Information Technology Department of the Company's Head Office at Mumbai and a CC thereof be earmarked to the concerned Branch, Divisional or Regional Office as the case may be by RPAD & 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  
DELIVERED WITHIN NAMED INSURANCE COMPANY  
(BIDDER)

b) SIGNED SEALED &  
WITHIN NAMED

Deputy General Manager

In the presence of

In the presence of

Witness: 1\_\_\_\_\_

Witness: 1\_\_\_\_\_

Witness: 2\_\_\_\_\_

Witness: 2\_\_\_\_\_



**Annexure 12:****DRAFT ARTICLES OF AGREEMENT (TO BE STAMPED AS AGREEMENT)**

This agreement made at on Day of between The New India Assurance Company Ltd., a body corporate (established under the General Insurance Business (Nationalization) Act, 1972) having its Head Office at Mumbai (here in after called the EMPLOYER which expression shall include its successor, administrators and assigns) of the first part and M/s\_\_\_\_\_ (hereinafter called the CONSULTANT which expression shall include his heirs, successor, administrators and assigns) of the other part.

Whereas the Employer is desirous of getting executed certain works viz. "For Engagement of services of a Recruitment Service Provider for Appointment of Full-Time Chief Technical Officer on Contractual basis." Now it is hereby agreed as under: -

1. In consideration of payments being made by the employer, the Consultant subject to the said condition has agreed to render professional services.
2. The Consultant will have to take total responsibility of each process of recruitment separately and perform the duties assigned as per, but not limited to, the scope of work defined in the RFP document.
3. Time is the essence of this work. The consultant shall be willing to adhere to the timeline/schedule strictly.
4. The Employer shall pay to the Consultant Architect the sums as shall become payable hereunder at the times and manner specified in the said conditions forming part of this agreement.
5. Following documents shall constitute and be read as part of this agreement: -
  - a) Original RFP Document & documents submitted along with bid; signed and stamped by the authorized signatory of the bidder;
  - b) Any corrigendum / addendum (if published);
  - c) Letter of Award / Letter of acceptance of award of work;
  - d) Acceptance letter of negotiations/ correspondence between employers and Consultant Architect.
6. All disputes arising out of or in connection with this agreement shall deem to have arisen in Mumbai and only the courts of Mumbai shall have the jurisdiction to determine the same.
7. The aforesaid documents shall be taken as complementary and mutually explanatory of one another but in the case of ambiguity or discrepancies, (The documents shall take precedence in the order set out above in point no. 5).
8. Payment to the consultant shall be done as per Payment schedule given in point no 4 in section IV of RFP.
9. The several parts of this agreement have been read and fully understood by us. In witness thereof, parties have put their signature on the day, month and year mentioned above.

Authorized signatory For The New India Assurance Company Ltd.

Authorized signatory For Consultant

**Annexure 13:**

UNDERTAKING FOR NON-BLACKLISTED/BANNED ETC. (To be provided on letter head of the Bidder)

To,  
The General Manager,  
The New India Assurance Company Limited  
Head Office,  
87, MG Road, Fort,  
Mumbai-400001

Sir/Madam,

We M/s \_\_\_\_\_, a Firm/LLP incorporated under the \_\_\_\_\_ with its headquarters at, \_\_\_\_\_ do hereby confirm that we have not been banned/blacklisted/ debarred by any Bank/Government Organization in India during last 3 years. The bidder is not declared ineligible for corrupt and fraudulent practices by the Govt. of India / State Governments / RBI/IRDAI/ ICAI and is not having any disciplinary proceedings pending with ICAI/RBI/IRDAI against the applicant firm or any of the partners. The firm during the last three years did not:

- a) fail to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or a judicial pronouncement or arbitration awarded against the Applicant or its Affiliates,
- b) expel from any project or agreement
- c) have any agreement terminated for breach by such Applicant or its Affiliates. This declaration is being submitted and limited to, in response to the RFP reference mentioned in this document.

Dated at \_\_day of \_\_\_\_\_ 2025.

Thanking You,

Yours faithfully,

Signature of Authorized Signatory of the Bidder

Name of Signatory:

Designation:

Seal of Bidder

**Annexure 14:**

**DECLARATION/ UNDERTAKING FROM BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA**

To,  
The General Manager(HR)  
Head Office,  
New India Assurance Co. Ltd.,  
87, MG Road, Fort,  
Mumbai-400001

Sir/Ma'am,

I have read Office Memorandum F.No.6/18/2019-PPD dated 23.07.2020 issued by the Ministry of Finance, Department of Expenditure, Public Procurement Division inserting Rule 144 (xi) in GFRs 2017 which defines clauses regarding restrictions or procurement from a bidder of a country which shares a land border with India. I certify that \_\_\_\_\_ (Bidder / Original Equipment Manufacturer (OEM) Name) is not from such a country or, if from such a country, has been registered with the competent authority, I certify that this bidder / OEM fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the competent authority shall be attached.]”

Yours faithfully,

**Signature of Bidder:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Business address:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Annexure 15****UNDERTAKING FOR LABOUR LAWS COMPLIANCE**

To,  
The General Manager(HR),  
The New India Assurance Company Limited,  
Head Office,  
87, MG Road, Fort,  
Mumbai-400001

Sir/Madam,

Sub: RFP for Engagement of services of a Recruitment Service Provider for Appointment of Full-Time Chief Technical Officer on Contractual basis.

We, M/s\_\_\_\_\_ undertake that we comply with all the applicable clauses of Central and State Labour Law of India as on the submission date of this undertaking will ensure compliance for the contracted period (also in case enhance the same).

Yours faithfully

Date:

Place:

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Bidder's Company:

**Annexure 16:**

## Commercial Bid

S. No.	Position	Cost
1	Chief Technical Officer	To be filled online

Bidders should fill the cost only on Tenderwizard Portal.

**Note:**

- Price quoted should be excluding all applicable taxes.

**Annexure 17:****CHECKLIST OF DOCUMENTS TO BE SUBMITTED**

<b>Documents to be Submitted</b>	<b>Format as per</b>	<b>Attached to Bid</b>	<b>Page Number (starting to end)</b>
Letter of Authorization for Submission of Response	Annexure 1		
RFP Response Covering Letter	Annexure 2		
Key Personnel details	Annexure 3		
Nominated Point of Contact Details	Annexure 4		
Detailed Technical Proposal- Capability, Approach, Methodology and Work Plan	Annexure 5		
Undertaking	Annexure 6		
Conformity Letter	Annexure 7		
Credentials (With reference letters / documentary evidence)	Annexure 8		
Queries format	Annexure 9		
Integrity Pact	Annexure 10		
NDA	Annexure 11		
Draft Articles of Agreement	Annexure 12		
UNDERTAKING FOR NON-BLACKLISTED/BANNED ETC.	Annexure 13		
Declaration/ Undertaking From Bidder Of A Country which Shares Land	Annexure 14		

Border With India			
Undertaking for Labour Law Compliance	Annexure 15		
Commercial Bid	Annexure 16		

NOTE: Supporting documents must be attached wherever applicable.

All pages of bid documents must be signed by authorized person

All pages of bid documents should be numbered in serial order i.e 1,2,3 and so on.

The technical bid should be properly banded and numbered to find out the documents with annexure in starting explaining positioning of documents in bid.

(Signature of Authorized Person)

Name of Authorized person

Designation:

Name of the Organization:

Official Seal of the Organization