



#### THE NEW INDIA ASSURANCE COMPANY LTD.

HEAD OFFICE: 87, M.G. ROAD, FORT, MUMBAI-01

#### RFP for

#### MICRO SERVICES BASED CONFIGURABLE SOFTWARE PLATFORM FOR PORTAL

#### AND MOBILE APPS WITH DIGITAL PRODUCT LIBRARY HOSTED ON CLOUD

Date of Publishing Tender : 26 June 2024

Last Date of Tender submission : 18 July 2024, 05.00 PM

Tender form fees (Nonrefundable) : Rs. 10,000/- (Rs. Ten Thousand Only)

Last date for submission of Queries : 04 July 2024, 05.00 PM

Pre-bid meeting : 05 July 2024
Technical bid Opening : 19 July 2024

Address for Communication and Submission of Bids : Chief Manager,

IT Department,

Third Floor, Head Office, New India Assurance Co Ltd, 87, M G Road, Fort, Mumbai-1,

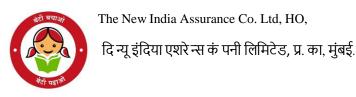
Tel: 022-22708665

E-mail: cwiss.rfp@newindia.co.in

nikhil.v@newindia.co.in

anmol.jhamb@newindia.co.in nirmal.kunwar@newindia.co.in





"Request for Proposal for Micro Services based Configurable Software Platform with Digital Product Library & UI for Portals and Mobile Apps hosted on Cloud (Ref No: NIA/HO/IT/DIGITAL/06-24/01)"

#### **Important Notice**

This document is a property of New India Assurance Company Limited (NIACL) and shall not be copied, distributed or recorded on any media without NIACL's written permission. Use of contents given in this document for any purpose other than that specified here is strictly prohibited.

Bidders are advised to study this document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the tender document (including annexures) with full understanding of its implications. The response to this RFP should be full and complete in all respects.

The bidder shall bear all costs associated with the preparation and submission of the bid including cost of presentation, demonstration and proof of concept if so desired by NIACL and NIACL is not responsible or liable for those costs regardless of the outcome of the bidding process.



### दि न्यू इंदिया एशरे न्स कं पनी लिमिटेड, प्र. का, मुंबई.

#### **INDEX**

1		TOPIC	PAGE NO		
2         INVITATION TO BID         5           3         PROJECT OBJECTIVE         6           4         DISCLAIMER         6           5         DEFINITION         7           6         THE TENDER OFFER         10           7         NIACL RIGHTS         11           8         REJECTION OF TENDER         11           9         VALIDITY OF BID         11           10         BID SECURITY DECLARATION         11           11         PERFORMANCE BANK GUARANTEE         12           12         ELIGIBLE BIDDERS         12           13         SCOPE OF WORK         13-36           14         SPECIFIC TERMS AND CONDITIONS         36           15         ASSUMPTIONS         39           16         IMPLEMENTATION AND INTEGRATION         39           17         PURCHASE PRICE         42           18         PAYMENT TERMS         42           20         ADDENDUM/CORRIGENDUM         43           21         TECHNICAL SPECIFICATIONS         44           22         SERVICE         LEVEL AGREEMENT         AND AGREEMENT           23         SUB-CONTRACTING         49           24	SECTION I				
3         PROJECT OBJECTIVE         6           4         DISCLAIMER         6           5         DEFINITION         7           6         THE TENDER OFFER         10           7         NIACL RIGHTS         11           8         REJECTION OF TENDER         11           9         VALIDITY OF BID         11           10         BID SECURITY DECLARATION         11           11         PERFORMANCE BANK GUARANTEE         12           12         ELIGIBLE BIDDERS         12           13         SCOPE OF WORK         13-36           14         SPECIFIC TERMS AND CONDITIONS         36           15         ASSUMPTIONS         39           16         IMPLEMENTATION AND INTEGRATION         39           17         PURCHASE PRICE         42           18         PAYMENT TERMS         42           20         ADDENDUM/CORRIGENDUM         43           21         TECHNICAL SPECIFICATIONS         44           22         SERVICE LEVEL AGREEMENT AND PENALTIES/SERVICE CREDITS         45           23         SUB-CONTRACTING         49           24         DEVIATION FROM SPECIFICATION         49 <t< td=""><td>1</td><td>INTRODUCTION</td><td>5</td></t<>	1	INTRODUCTION	5		
4         DISCLAIMER         6           5         DEFINITION         7           6         THE TENDER OFFER         10           7         NIACL RIGHTS         11           8         REJECTION OF TENDER         11           9         VALIDITY OF BID         11           10         BID SECURITY DECLARATION         11           11         PERFORMANCE BANK GUARANTEE         12           12         ELIGIBLE BIDDERS         12           13         SCOPE OF WORK         13-36           14         SPECIFIC TERMS AND CONDITIONS         36           15         ASSUMPTIONS         39           16         IMPLEMENTATION AND INTEGRATION         39           17         PURCHASE PRICE         42           18         PAYMENT TERMS         42           20         ADDENDUM/CORRIGENDUM         43           21         TECHNICAL SPECIFICATIONS         44           22         SERVICE         LEVEL         AGREEMENT         AND           23         SUB-CONTRACTING         49           24         DEVIATION FROM SPECIFICATION         49           25         INSPECTION BY COMPANY OFFICIAL         49	2	INVITATION TO BID	5		
5         DEFINITION         7           6         THE TENDER OFFER         10           7         NIACL RIGHTS         11           8         REJECTION OF TENDER         11           9         VALIDITY OF BID         11           10         BID SECURITY DECLARATION         11           11         PERFORMANCE BANK GUARANTEE         12           12         ELIGIBLE BIDDERS         12           13         SCOPE OF WORK         13-36           14         SPECIFIC TERMS AND CONDITIONS         36           15         ASSUMPTIONS         39           16         IMPLEMENTATION AND INTEGRATION         39           17         PURCHASE PRICE         42           18         PAYMENT TERMS         42           19         QUERIES         43           20         ADDENDUM/CORRIGENDUM         43           21         TECHNICAL SPECIFICATIONS         44           22         SERVICE         LEVEL         AGREEMENT         AND           24         DEVIATION FROM SPECIFICATION         49           24         DEVIATION FROM SPECIFICATION         49           25         INSPECTION BY COMPANY OFFICIAL         49 <td>3</td> <td>PROJECT OBJECTIVE</td> <td>6</td>	3	PROJECT OBJECTIVE	6		
6         THE TENDER OFFER         10           7         NIACL RIGHTS         11           8         REJECTION OF TENDER         11           9         VALIDITY OF BID         11           10         BID SECURITY DECLARATION         11           11         PERFORMANCE BANK GUARANTEE         12           12         ELIGIBLE BIDDERS         12           13         SCOPE OF WORK         13-36           14         SPECIFIC TERMS AND CONDITIONS         36           15         ASSUMPTIONS         39           16         IMPLEMENTATION AND INTEGRATION         39           17         PURCHASE PRICE         42           18         PAYMENT TERMS         42           29         QUERIES         43           20         ADDENDUM/CORRIGENDUM         43           21         TECHNICAL SPECIFICATIONS         44           22         SERVICE         LEVEL         AGREEMENT         AND           23         SUB-CONTRACTING         49           24         DEVIATION FROM SPECIFICATION         49           25         INSPECTION BY COMPANY OFFICIAL         49           26         ROYALTIES AND PATENTS         49 <td>4</td> <td>DISCLAIMER</td> <td>6</td>	4	DISCLAIMER	6		
7         NIACL RIGHTS         11           8         REJECTION OF TENDER         11           9         VALIDITY OF BID         11           10         BID SECURITY DECLARATION         11           11         PERFORMANCE BANK GUARANTEE         12           12         ELIGIBLE BIDDERS         12           13         SCOPE OF WORK         13-36           14         SPECIFIC TERMS AND CONDITIONS         36           15         ASSUMPTIONS         39           16         IMPLEMENTATION AND INTEGRATION         39           17         PURCHASE PRICE         42           18         PAYMENT TERMS         42           19         QUERIES         43           20         ADDENDUM/CORRIGENDUM         43           21         TECHNICAL SPECIFICATIONS         44           22         SERVICE         LEVEL         AGREEMENT         AND           23         SUB-CONTRACTING         49           24         DEVIATION FROM SPECIFICATION         49           25         INSPECTION BY COMPANY OFFICIAL         49           26         ROYALTIES AND PATENTS         49           27         VIOLATIONS BY VENDOR	5	DEFINITION	7		
8       REJECTION OF TENDER       11         9       VALIDITY OF BID       11         10       BID SECURITY DECLARATION       11         11       PERFORMANCE BANK GUARANTEE       12         12       ELIGIBLE BIDDERS       12         13       SCOPE OF WORK       13-36         14       SPECIFIC TERMS AND CONDITIONS       36         15       ASSUMPTIONS       39         16       IMPLEMENTATION AND INTEGRATION       39         17       PURCHASE PRICE       42         18       PAYMENT TERMS       42         19       QUERIES       43         20       ADDENDUM/CORRIGENDUM       43         21       TECHNICAL SPECIFICATIONS       44         22       SERVICE LEVEL AGREEMENT AND PENALTIES/SERVICE CREDITS       45         23       SUB-CONTRACTING       49         24       DEVIATION FROM SPECIFICATION       49         25       INSPECTION BY COMPANY OFFICIAL       49         26       ROYALTIES AND PATENTS       49         27       VIOLATIONS BY VENDOR       50         28       AGREEMENT       50	6	THE TENDER OFFER	10		
9         VALIDITY OF BID         11           10         BID SECURITY DECLARATION         11           11         PERFORMANCE BANK GUARANTEE         12           12         ELIGIBLE BIDDERS         12           13         SCOPE OF WORK         13-36           14         SPECIFIC TERMS AND CONDITIONS         36           15         ASSUMPTIONS         39           16         IMPLEMENTATION AND INTEGRATION         39           17         PURCHASE PRICE         42           18         PAYMENT TERMS         42           19         QUERIES         43           20         ADDENDUM/CORRIGENDUM         43           21         TECHNICAL SPECIFICATIONS         44           22         SERVICE LEVEL AGREEMENT AND PENALTIES/SERVICE CREDITS         45           23         SUB-CONTRACTING         49           24         DEVIATION FROM SPECIFICATION         49           25         INSPECTION BY COMPANY OFFICIAL         49           26         ROYALTIES AND PATENTS         49           27         VIOLATIONS BY VENDOR         50           28         AGREEMENT         50	7	NIACL RIGHTS	11		
10         BID SECURITY DECLARATION         11           11         PERFORMANCE BANK GUARANTEE         12           12         ELIGIBLE BIDDERS         12           13         SCOPE OF WORK         13-36           14         SPECIFIC TERMS AND CONDITIONS         36           15         ASSUMPTIONS         39           16         IMPLEMENTATION AND INTEGRATION         39           17         PURCHASE PRICE         42           18         PAYMENT TERMS         42           19         QUERIES         43           20         ADDENDUM/CORRIGENDUM         43           21         TECHNICAL SPECIFICATIONS         44           22         SERVICE LEVEL AGREEMENT AND PENALTIES/SERVICE CREDITS         45           23         SUB-CONTRACTING         49           24         DEVIATION FROM SPECIFICATION         49           25         INSPECTION BY COMPANY OFFICIAL         49           26         ROYALTIES AND PATENTS         49           27         VIOLATIONS BY VENDOR         50           28         AGREEMENT         50	8	REJECTION OF TENDER	11		
11       PERFORMANCE BANK GUARANTEE       12         12       ELIGIBLE BIDDERS       12         13       SCOPE OF WORK       13-36         14       SPECIFIC TERMS AND CONDITIONS       36         15       ASSUMPTIONS       39         16       IMPLEMENTATION AND INTEGRATION       39         17       PURCHASE PRICE       42         18       PAYMENT TERMS       42         19       QUERIES       43         20       ADDENDUM/CORRIGENDUM       43         21       TECHNICAL SPECIFICATIONS       44         22       SERVICE       LEVEL       AGREEMENT       AND         24       DEVIATION FROM SPECIFICATION       49         24       DEVIATION FROM SPECIFICATION       49         25       INSPECTION BY COMPANY OFFICIAL       49         26       ROYALTIES AND PATENTS       49         27       VIOLATIONS BY VENDOR       50         28       AGREEMENT       50	9	VALIDITY OF BID	11		
12       ELIGIBLE BIDDERS       12         13       SCOPE OF WORK       13-36         14       SPECIFIC TERMS AND CONDITIONS       36         15       ASSUMPTIONS       39         16       IMPLEMENTATION AND INTEGRATION       39         17       PURCHASE PRICE       42         18       PAYMENT TERMS       42         19       QUERIES       43         20       ADDENDUM/CORRIGENDUM       43         21       TECHNICAL SPECIFICATIONS       44         22       SERVICE       LEVEL       AGREEMENT       AND         25       SUB-CONTRACTING       49         24       DEVIATION FROM SPECIFICATION       49         25       INSPECTION BY COMPANY OFFICIAL       49         26       ROYALTIES AND PATENTS       49         27       VIOLATIONS BY VENDOR       50         28       AGREEMENT       50	10	BID SECURITY DECLARATION	11		
13       SCOPE OF WORK       13-36         14       SPECIFIC TERMS AND CONDITIONS       36         15       ASSUMPTIONS       39         16       IMPLEMENTATION AND INTEGRATION       39         17       PURCHASE PRICE       42         18       PAYMENT TERMS       42         19       QUERIES       43         20       ADDENDUM/CORRIGENDUM       43         21       TECHNICAL SPECIFICATIONS       44         22       SERVICE LEVEL AGREEMENT AND PENALTIES/SERVICE CREDITS       45         23       SUB-CONTRACTING       49         24       DEVIATION FROM SPECIFICATION       49         25       INSPECTION BY COMPANY OFFICIAL       49         26       ROYALTIES AND PATENTS       49         27       VIOLATIONS BY VENDOR       50         28       AGREEMENT       50	11	PERFORMANCE BANK GUARANTEE	12		
14       SPECIFIC TERMS AND CONDITIONS       36         15       ASSUMPTIONS       39         16       IMPLEMENTATION AND INTEGRATION       39         17       PURCHASE PRICE       42         18       PAYMENT TERMS       42         19       QUERIES       43         20       ADDENDUM/CORRIGENDUM       43         21       TECHNICAL SPECIFICATIONS       44         22       SERVICE LEVEL AGREEMENT AND PENALTIES/SERVICE CREDITS       45         23       SUB-CONTRACTING       49         24       DEVIATION FROM SPECIFICATION       49         25       INSPECTION BY COMPANY OFFICIAL       49         26       ROYALTIES AND PATENTS       49         27       VIOLATIONS BY VENDOR       50         28       AGREEMENT       50	12	ELIGIBLE BIDDERS	12		
15       ASSUMPTIONS       39         16       IMPLEMENTATION AND INTEGRATION       39         17       PURCHASE PRICE       42         18       PAYMENT TERMS       42         19       QUERIES       43         20       ADDENDUM/CORRIGENDUM       43         21       TECHNICAL SPECIFICATIONS       44         22       SERVICE LEVEL AGREEMENT AND PENALTIES/SERVICE CREDITS       45         23       SUB-CONTRACTING       49         24       DEVIATION FROM SPECIFICATION       49         25       INSPECTION BY COMPANY OFFICIAL       49         26       ROYALTIES AND PATENTS       49         27       VIOLATIONS BY VENDOR       50         28       AGREEMENT       50	13	SCOPE OF WORK	13-36		
16       IMPLEMENTATION AND INTEGRATION       39         17       PURCHASE PRICE       42         18       PAYMENT TERMS       42         19       QUERIES       43         20       ADDENDUM/CORRIGENDUM       43         21       TECHNICAL SPECIFICATIONS       44         22       SERVICE LEVEL AGREEMENT AND PENALTIES/SERVICE CREDITS       45         23       SUB-CONTRACTING       49         24       DEVIATION FROM SPECIFICATION       49         25       INSPECTION BY COMPANY OFFICIAL       49         26       ROYALTIES AND PATENTS       49         27       VIOLATIONS BY VENDOR       50         28       AGREEMENT       50	14	SPECIFIC TERMS AND CONDITIONS	36		
17       PURCHASE PRICE       42         18       PAYMENT TERMS       42         19       QUERIES       43         20       ADDENDUM/CORRIGENDUM       43         21       TECHNICAL SPECIFICATIONS       44         22       SERVICE LEVEL AGREEMENT AND PENALTIES/SERVICE CREDITS       45         23       SUB-CONTRACTING       49         24       DEVIATION FROM SPECIFICATION       49         25       INSPECTION BY COMPANY OFFICIAL       49         26       ROYALTIES AND PATENTS       49         27       VIOLATIONS BY VENDOR       50         28       AGREEMENT       50	15	ASSUMPTIONS	39		
18       PAYMENT TERMS       42         19       QUERIES       43         20       ADDENDUM/CORRIGENDUM       43         21       TECHNICAL SPECIFICATIONS       44         22       SERVICE LEVEL AGREEMENT AND PENALTIES/SERVICE CREDITS       45         23       SUB-CONTRACTING       49         24       DEVIATION FROM SPECIFICATION       49         25       INSPECTION BY COMPANY OFFICIAL       49         26       ROYALTIES AND PATENTS       49         27       VIOLATIONS BY VENDOR       50         28       AGREEMENT       50	16	IMPLEMENTATION AND INTEGRATION	39		
19       QUERIES       43         20       ADDENDUM/CORRIGENDUM       43         21       TECHNICAL SPECIFICATIONS       44         22       SERVICE LEVEL AGREEMENT AND PENALTIES/SERVICE CREDITS       45         23       SUB-CONTRACTING       49         24       DEVIATION FROM SPECIFICATION       49         25       INSPECTION BY COMPANY OFFICIAL       49         26       ROYALTIES AND PATENTS       49         27       VIOLATIONS BY VENDOR       50         28       AGREEMENT       50	17	PURCHASE PRICE	42		
20 ADDENDUM/CORRIGENDUM 43 21 TECHNICAL SPECIFICATIONS 44  22 SERVICE LEVEL AGREEMENT AND PENALTIES/SERVICE CREDITS 45  23 SUB-CONTRACTING 49  24 DEVIATION FROM SPECIFICATION 49  25 INSPECTION BY COMPANY OFFICIAL 49  26 ROYALTIES AND PATENTS 49  27 VIOLATIONS BY VENDOR 50  28 AGREEMENT 50	18	PAYMENT TERMS	42		
TECHNICAL SPECIFICATIONS  21 TECHNICAL SPECIFICATIONS  22 SERVICE LEVEL AGREEMENT AND PENALTIES/SERVICE CREDITS  23 SUB-CONTRACTING  49  24 DEVIATION FROM SPECIFICATION  49  25 INSPECTION BY COMPANY OFFICIAL  49  26 ROYALTIES AND PATENTS  49  27 VIOLATIONS BY VENDOR  28 AGREEMENT  50	19	QUERIES	43		
22       SERVICE LEVEL AGREEMENT AND PENALTIES/SERVICE CREDITS       45         23       SUB-CONTRACTING       49         24       DEVIATION FROM SPECIFICATION       49         25       INSPECTION BY COMPANY OFFICIAL       49         26       ROYALTIES AND PATENTS       49         27       VIOLATIONS BY VENDOR       50         28       AGREEMENT       50	20	ADDENDUM/CORRIGENDUM	43		
22       PENALTIES/SERVICE CREDITS       45         23       SUB-CONTRACTING       49         24       DEVIATION FROM SPECIFICATION       49         25       INSPECTION BY COMPANY OFFICIAL       49         26       ROYALTIES AND PATENTS       49         27       VIOLATIONS BY VENDOR       50         28       AGREEMENT       50	21	TECHNICAL SPECIFICATIONS	44		
24DEVIATION FROM SPECIFICATION4925INSPECTION BY COMPANY OFFICIAL4926ROYALTIES AND PATENTS4927VIOLATIONS BY VENDOR5028AGREEMENT50	22		45		
25 INSPECTION BY COMPANY OFFICIAL 49 26 ROYALTIES AND PATENTS 49 27 VIOLATIONS BY VENDOR 50 28 AGREEMENT 50	23	SUB-CONTRACTING	49		
26ROYALTIES AND PATENTS4927VIOLATIONS BY VENDOR5028AGREEMENT50	24	DEVIATION FROM SPECIFICATION	49		
27 VIOLATIONS BY VENDOR 50 28 AGREEMENT 50	25	INSPECTION BY COMPANY OFFICIAL	49		
28 AGREEMENT 50	26	ROYALTIES AND PATENTS	49		
	27	VIOLATIONS BY VENDOR	50		
29 INTEGRITY PACT 50	28	AGREEMENT	50		
	29	INTEGRITY PACT	50		





### The New India Assurance Co. Ltd, HO, दि न्यू इंदिया एशरे न्स कं पनी लिमिटेड, प्र. का, मुंबई.

SECTION II			
PART A	TECHNICAL BID (ONLINE)	51	
PART B	TECHNICAL BID (OFFLINE)	52	
PART C	COMMERCIAL BID (ONLINE)	52	

	SECTION III				
	GENERAL TERMS & CONDITIONS				
SN	TOPIC	PAGE NO			
1	PROCEDURE FOR PROCESSING THE TENDER DOCUMENT	53			
2	TECHNICAL EVALUATION	53			
3	PRICE (COMMERCIAL) BID EVALUATION	53			
4	CONTACTING NIACL	54			
5	AWARD CRITERIA	54			
6	GENERAL GUIDELINES	55			
7	AGREEMENT	55			
	ANNEXURES				
1	PRE-QUALIFICATION CRITERIA FOR BIDDERS	59			
2	PROFORMA FOR TECHNICAL BID	65			
3	DEVIATIONS FORMAT	69			
4	QUERIES FORMAT	70			
5	NON BLACKLISTING UNDERTAKING	71			
6	COMMERCIAL BID	72			
7	AGREEMENT FORMAT	73			
8	NDA FORMAT	80			
9	INTEGRITY PACT INSTRUCTIONS	86			
10	SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING	87			
11	INTEGRITY PACT	90			
12	BID SECURITY DECLARATION	95			
13	GUIDELINES FOR INDIAN AGENTS OF FOREIGN BIDDER(S)/ CONTRACTOR(S)	97			
14	GUIDELINES ON BANNING OF BUSINESS DEALING CONTENTS	99			
15	LAND BORDER WITH INDIA	107			
16	LIST OF PORTALS & PRODUCTS	108			



#### **SECTION-1**

#### 1. INTRODUCTION

The New India Assurance Company Limited (hereinafter referred as "NIA") founded by Sir Dorabji Tata in 1919. We are a Multinational General Insurance Company headquartered at Mumbai, India and operating in 25 countries. NIA has been market leaders in India in Non -Life business for more than 40 years. NIA has been rated B++ Stable FSR Rating and BBB+ Stable ICR Outlook by AM BEST Company and AAA by CRISIL, indicating that the Company has the highest degree of Financial Strength to honor its Policyholder's obligations. NIA has been leading the market, apart from premium, in reserves & net worth for many years and The Company is in the process of implementing IFRS 17 related requirements.

#### 2. INVITATION TO BID

- 2.1) NIACL invites bids from service providers, sealed Bids for Micro Services based Configurable Software Platform with Digital Product Library & UI for Portals and Mobile Apps hosted on Cloud as per the specifications, terms, conditions and scope given in detail in this RFP document.
- 2.2) In order to meet the Service requirements, NIACL proposes to invite tenders from eligible vendors as per details/scope of work mentioned in this RFP document.
- 2.3) Bidder shall mean any entity (i.e. juristic person) who meets the eligibility criteria mentioned in this RFP and willing to provide the Service as required in this bidding document. The interested Bidders who agree to all the terms and conditions contained in this document may submit their Bids with the information desired in this bidding document (Request for Proposal).
- 2.4) Address for submission of Bids and contact details including email address for sending communications are provided in this RFP document.
- 2.5) The purpose of NIACL behind this RFP is to seek a detailed technical and commercial proposal for procurement of the Service desired in this document. The proposed Service must integrate with NIACL's existing infrastructure seamlessly.
- 2.6) This document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
- 2.7) Interested Bidders are advised to go through the entire document before submission of Bids to avoid any chance of elimination. The eligible Bidders desirous of taking up the project for supply of proposed Service for NIACL are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at





दि न्यू इंदिया एशरे न्स कं पनी लिमिटेड, प्र. का, मुंबई.

NIACL's discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide NIACL the proposed Service adhering to NIACL's requirements outlined in this RFP.

2.8) A complete set of bidding documents can be downloaded from NIACL website (<a href="https://www.newindia.co.in/portal/TenderNotice">https://www.newindia.co.in/portal/TenderNotice</a>) as well as our E-Tender procurement portal (<a href="https://www.tenderwizard.in/NIAEPROC">https://www.tenderwizard.in/NIAEPROC</a>)

#### 3. PROJECT OBJECTIVE

- The Government of India has paved the way for implementing, improvising and scaling
  up through cloud and on-premises environments, various portals and apps for the
  purposes associated with marketing, claims, better customer experience, penetration
  into social sectors, fraud monitoring, audit, parametric evaluation of risks. The list given
  here is only indicative information for better understanding and shall not be treated as
  conclusive.
- 2. Purpose of this RFP is to define the Scope of Work for the bidder in order to select a vendor suitable for supply, installation, implementation, development, maintenance of the portal and mobile apps embedded with various tools and security compliance. This document contains the details regarding scope, project timelines, evaluation process, terms and conditions as well as other relevant details which the bidder need to study and factor while responding to the document.

#### 4. DISCLAIMER

- 4.1) The information contained in this RFP document or information provided subsequently to Bidder(s) in documentary form/email by or on behalf of NIACL, is subject to the terms and conditions set out in this RFP document.
- 4.2) This RFP is not an offer by NIACL, but an invitation to receive responses from the eligible Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized official(s) of NIACL with the selected Bidder.
- 4.3) The purpose of this RFP is to provide the Bidder(s) with information to assist preparation of their Bid proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where necessary, obtain independent advice/clarifications. NIACL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- 4.4) NIACL, its employees and advisers make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or





दि न्यू इंदिया एशरे न्स कं पनी लिमिटेड, प्र. का, मुंबई.

regulations or tort, principles of restitution for 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.

- 4.5) NIACL also accepts no liability of any nature whether resulting from negligence or otherwise, however caused, by reliance of any Bidder upon the statements contained in this RFP.
- 4.6) The issue of this RFP does not imply that the NIACL is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and NIACL reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.
- 4.7) 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.

#### 5. DEFINITIONS

In this connection, the following terms shall be interpreted as indicated below:

- 5.1. "NIACL" means The New India Assurance Co. Ltd (including domestic branches and foreign offices) and subsidiaries.
- 5.2. "Bidder/Service Provider/System Integrator" means an eligible entity/firm submitting the Bid in response to this RFP.
- 5.3. "Bid" means the written reply or submission of a response to this RFP signed by their Authorized Signatory.
- 5.4. "Acceptance of Bid" means the letter/fax/e-mail or any memorandum communicating the acceptance of this Tender to the bidder.
- 5.5. "Authorized signatory of the bidder" means the person authorized through a valid Power of Attorney by the company's Board/Managing Director/Director for signing the bid documents on behalf of the company.
- 5.6. "Law" shall mean any Act, notification, bye-law, rules and regulations, directive, ordinance, order, or instruction having the force of law enacted or issued by the Central Government and/or the Government of any state or any other Government or regulatory authority.



- 5.7. "Vendor/Service Provider" is the successful Bidder found eligible as per the eligibility criteria set out in this RFP, whose technical Bid has been accepted and who has emerged as L1 Bidder as per the selection criteria set out in the RFP and to whom notification of the award has been given by NIACL.
- 5.8. "The Agreement/Contract" means the agreement entered into between NIACL and the Vendor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 5.9. "The Contract Price/Project Cost" means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations.
- 5.10. "Requirements" shall mean statements that identify a necessary capability, characteristic, attribute, or quality of a system and include schedules, details, descriptions, and statements of technical data, performance characteristics and standards (Indian as well as International) as applicable and specified in the RFP.
- 5.11. "Business Day/Working Day" shall be construed as a day excluding Saturdays, Sundays, and public holidays declared under the Negotiable Instruments Act, 1881 by concerned State Governments or the Central Government of India.
- 5.12. "Clarifications" means Addenda, Corrigenda, and clarifications to the RFP.
- 5.13. "RFP" means Request for Proposal.
- 5.14. "Day" means a calendar day.
- 5.15. "Onsite" means Any of NIACL's offices/branches.
- 5.16. "Deliverables" means all services as per this RFP in general.
- 5.17. "Personnel" means professionals and support staff provided by the Bidder and assigned to perform the Services or any part thereof.
- 5.18. "Timelines" Wherever Timelines have been defined as days, weeks, months, they will mean calendar days, calendar weeks, and calendar months.
- 5.19. "Specifications" means all the functional, technical, operational, performance or other characteristics required of a Product or Service as mentioned in the RFP document or any of the annexures or Clarifications to the RFP document.
- 5.20. Software Solution/Services/System/Work "Software Solution" or "Services" or "System" means all software products, services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include services ancillary to the





development of the solution, such as installation, commissioning, integration with existing systems, provision of technical assistance, training, certifications, auditing and other obligations of the Vendor covered under the RFP.

- 5.21. "Uptime" is the percentage of time that a system is operational i.e. when the system is up and running. Uptime for calculation purposes equals the total number of hours of the day in a quarter minus downtime in the number of hours (not including the scheduled maintenance hours) divided by any part of an hour treated as a full hour.
- 5.22. SLA Service Level Agreement, the bidder needs to provide a guaranteed uptime as per agreed SLAs.
- 5.23. DR/BCP: Disaster Recovery/Business Continuity Plan. This refers to a documented strategy outlining procedures and protocols to ensure the continuation or swift resumption of critical business functions in the event of a disaster or unforeseen circumstances.
- 5.24. CMMI: Capability Maturity Model Integration. This is a set of best practices that provides guidance and benchmarks for organizations to improve their processes and systems, thereby enhancing their capability to deliver quality products and services consistently.
- 5.25. ISO: International Organization for Standardization. This is an international standard-setting body composed of representatives from various national standards organizations. ISO standards cover a wide range of industries and sectors, ensuring quality, safety, and efficiency in products, services, and systems on a global scale.

5.26. AMC: Annual Maintenance Contract

5.27. ATS: Annual Technical Support

5.28. CVC: Central Vigilance Commission

5.29. DC: Data Center

5.30. DRS: Disaster Recovery Site

5.31. HO: Head Office

5.32. RO: Regional Office

5.33. BO: Business Office

5.34. CHO: Claim Handling Office

5.35. CBO: Corporate Business Office

5.36. INR: Indian Rupees

5.37. IP: Internal Protocol/Intellectual Property as it suits the particular phrase

5.38. LAN: Local Area Network

5.39. MBPS: Million Bits per Second

5.40. MPLS: Multi-Protocol Label Switching

5.41. PO: Purchase Order

5.42. OEM: Original Equipment Manufacturer

5.43. OS: Operating System

5.44. T&C: Terms and Conditions







- 5.45. TCO: Total Cost of Ownership 5.46. UAT: User Acceptance Testing
- 5.47. VAPT: Vulnerability Assessment and Penetration Testing
- 5.48. SIEM: Security Information and Event Management
- 5.49. BFSI: Banking, Financial Services and Insurance
- 5.50. CSP: Cloud Service Provider
- 5.51. MSP: Managed Service Provider
- 5.52. SI: System Integrator
- 5.53. Sustenance Period: The duration of support or maintenance.
- 5.54. GDPR: The General Data Protection Regulation is a European Union regulation on information privacy in the European Union and the European Economic Area.
- 5.55. DPDP: The Digital Personal Data Protection Act, 2023 (also known as DPDP Act or DPDPA-2023) is an act of the Parliament of India to provide for the processing of digital personal data in a manner that recognizes both the right of individuals to protect their personal data and the need to process such personal data for lawful purposes and for matters connected therewith or incidental thereto.
- 5.56. AI: Artificial Intelligence
- 5.57. ML: Machine Learning
- 5.58. Cloud: Cloud definitions and types
- 5.59. Super App: mobile or web application that can provide multiple services including payment and instant messaging services

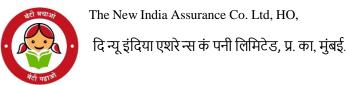
#### 6. THE TENDER OFFER

- 6.1) The tender documents will be available on the official website of NIACL (<a href="https://www.newindia.co.in/portal/TenderNotice">https://www.newindia.co.in/portal/TenderNotice</a>) as well as our E-Tender portal (<a href="https://www.tenderwizard.in/NIAEPROC">https://www.tenderwizard.in/NIAEPROC</a>).
- 6.2) The bidder has to use the E-Tender portal for participating in the tender (Refer Annexure-X for e-tendering instruction).
- 6.3) Downloading of tender documents from the E-Tendering portal is mandatory for tender participation.
- 6.4) The online bids under two envelopes/ cover system comprising of
  - (A) The Technical Bid and
  - (B) Commercial Bid should be submitted online on E-Tender portal.

Various documents to be submitted online and offline along with the technical and the commercial bid as mentioned in the **Section II** of this document.

6.5) If the last date for submission of offline documents happens to be a holiday due to some unforeseen circumstances, then the Offline documents can be submitted by 11.00 AM on





the next working day.

- 6.6) At any time prior to the last date of receipt of bids, the Company may, for any reason, whether at its own initiative or in response to clarifications requested by the prospective bidders, modify the tender document.
- 6.7) The clarifications/addendum, if any, issued by the Company at any time before the due date of submission of the bid will become part of the tender document and would be notified on the official web-site of NIACL (<a href="https://www.newindia.co.in/portal/TenderNotice">https://www.newindia.co.in/portal/TenderNotice</a>) as well as at https://www.tenderwizard.in/NIAEPROC
- 6.8) No bid will be accepted after the due date & time.

#### 7. NIACL RIGHTS

NIACL reserves the rights to

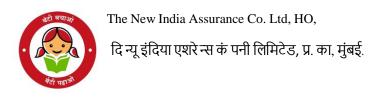
- 7.1) Accept / reject any of the tenders.
- 7.2) Add, modify, relax, waive or alter any of the conditions stipulated in the tender specification wherever deemed necessary.
- 7.3) Reject any or all the tenders without assigning any reason thereof.
- 7.4) Reject any or all the tenders if the bid is not signed by the duly authorized person or the bid submitted is unsigned or partially unsigned.

#### 8. REJECTION OF TENDER

The tender is liable to be rejected interalia:

- 8.1) If it is not in conformity with the instructions mentioned therein.
- 8.2) If it is not accompanied by the requisite Tender Fee.
- 8.3) If it is received after the expiry of the due date and time.
- 8.4) If it is evasive or incomplete including non-furnishing the required documents.
- 8.5) If it is received from any black listed bidder or whose past experience is not satisfactory.
- 8.6) If it does not fulfill technical requirements.





8.7) If it is not accompanied by the requisite BSD.

#### 9. VALIDITY OF BID

The bid should be valid for acceptance for a period of at least 180 days from the last date of submission. The offers with a lesser validity period would be rejected.

#### 10. BID SECURITY DECLARATION

Bidder needs to submit Bid Security Declaration (BSD) as per Annexure -XII provided. Bid will be treated as non-responsive and will be rejected in the absence of BSD.

#### 11. PERFORMANCE BANK GUARANTEE

- 11.1) The successful bidder will have to furnish a Security Deposit/Performance bank guarantee (PBG), an amount equal to 10% (Ten percent) of final contract value for proper fulfillment of the contract in the form of a Bank Guarantee from a nationalized/scheduled bank. Bidder's Bank must be on SFMS platform and SFMS copy (Message Type IFN 767) should be sent to HDFC Fort branch IFSC- HDFC0000060
- 11.2) The PBG should be valid for a period of 36 months from the date of successful implementation of the software services.
- 11.3) The PBG shall contain a claim period of three months from the last date of validity.
- 11.4) The Company shall invoke the security deposit in case the selected bidder fails to discharge their contractual obligations as per the agreed terms & conditions during the period of the contract.

PBG for MSME vendors to be followed as per the format given in Gem portal.

#### 12. ELIGIBLE BIDDERS

- 12.1) The bidder should be a company registered under Companies Act, 1956/ Companies Act, 2013.
- 12.2) The bidder or their associate/ subsidiary companies, must not have been blacklisted by any Central Government /Centre governed PSU, or debarred from dealing with any public Department.
- 12.3) The bidder should have a minimum three continuous years of service in Web and





दि न्यू इंदिया एशरे न्स कं पनी लिमिटेड, प्र. का, मुंबई.

Mobile Application Development and related services.

12.4) The bidder must be registered with all Government/statutory authorities such as the GST Authority, Income Tax Department, etc. as required in the normal course of business to render similar services.

#### 13. SCOPE OF WORK (Index)

The Scope of Work of bidder is as below and detailed requirements are given under each sub group:

#### **13.1** Development:

- 13.1.1 Design, develop, size, implement and maintain the Micro Service architecture based Rule Engine Configuration Platform, portals and mobile apps and enable a vendor neutral facility for seamless vendor replacement and transition process.
- 13.1.2 Develop APIs for all third party consumptions of Portal and Core Database with latest tools.
- 13.1.3 Development of Digital Product Library
- 13.1.4 Additional Services & Functionalities required for absorbing the latest technology into the Portals and Mobile App like OCR, RPA etc.
- 13.1.5 Reports generation facility & Accounting module

#### 13.2 Business Continuity including the Change Management

- 13.2.1 Change Request Management for product innovations, regulatory requirements and introduction of new products.
- 13.2.2 Integration with legacy products for seamless transition to the new portal and mobile apps.

#### 13.3 Storage:

- 13.3.1The storage should be on a neutral Cloud environment.
- 13.3.2 The regulatory compliance as per IRDAI and GOI shall be maintained.
- 13.3.3 Data backup and archival should be maintained as per industry standards.
- 13.3.4 Seamless API integrations should be made available from Cloud to CORE database and other applications and integrations.

#### 13.4 Maintenance:

- 13.4.1The backup of data should be as per regulatory requirements and periodical guidelines.
- 13.4.2 System should be enabled to have anonymous data model to suit the DPDP & GDPR provisions
- 13.4.3 The security of data from regulatory perspective shall be maintained at all times and the entire system shall be made available for security audits including the certifying agencies on ISO and the auditors appointed by the company for compliance audit as per IRDAI guidelines







#### 13.5 Source code management and Service Level Agreement:

- 13.5.1The source code shall be maintained in the Escrow account maintained by the Company with the power to use, modify the source code even after severance of contract.
- 13.6 Projections
- 13.7 Requirement Traceability Matrix
- 13.8 Proof of Concept
- 13.9 Site Visit
- 13.10 Contract Expiry/Termination
- 13.11 Technical Bid Evaluation

#### 13. Scope of Work

#### 13.1 <u>Development:</u>

# 13.1.1 Design, develop, size, implement and maintain the Micro Service architecture based Rule Engine Configuration Platform, portals and mobile apps and enable a vendor neutral facility for seamless vendor replacement and transition process:

- 1. The bidder needs to develop agile, interactive and user-friendly Portals and Mobile applications for NIACL's customers, intermediaries & employees. These include the dashboards for each category of users respectively.
- 2. The entire architecture to be based on Micro services starting from Rule Engine for premium calculation till generation of Policy document. End-to-end IT architecture, including solutioning, implementation, and integration.
- 3. The proposed solution shall be tightly integrated with all existing setups and new infrastructure /Assets/ applications of the NIACL. The necessary integration should be by the way of API or any other similar manner to be performed by the vendor without any additional cost. The required APIs/any other mode required for such integrations are to be developed by the bidder, thereafter, deployed and integrated with NIACL's setup without any additional cost to NIACL during the contract years.
- 4. An API gateway will be deployed to manage and secure the communication between various components and external systems. This gateway facilitates efficient API lifecycle management, authentication, authorization, and traffic routing, ensuring seamless integration and interoperability.
- 5. There should be a front end UI using which NIA users should be able to modify few parameters or ratings
- 6. Migration of rule engines from the existing CORE system will be undertaken to ensure continuity and accuracy in pricing and quotation processes. This migration involves transferring existing business rules to the new solution, maintaining consistency and compliance with regulatory requirements.
- 7. All SIP products across LOBs like Motor, Health, Travel, Miscellaneous, Fire, Marine etc., to be enabled and customized as per NIACL requirements. This is only an indicative







number and should not be considered as ultimate. The list of products under scope is attached in the **Annexure XIV** 

- 8. The user interface and user experience with agnostic features for these portals and apps will be decided by NIACL in concurrence with the vendor. Maximum 3-clicks rule should be followed for customers while availing the Insurance.
- 9. NIACL at its discretion may shift either a part or entire policy issuance, claims processing, accounting and other related activities from existing CORE to the new platform.
- 10. The list of existing portals in the scope has been mentioned in the Annexure.
- 11. The bidder can analyze the New India customer portal (https://newindia.co.in/) and customer mobile app. All the pages (customer and intermediary) including login page need to be developed along with additions on new pages as per requirement given by NIACL.
- 12. The products made available in these portals will vary for different categories of customer and Intermediaries and also the features and functionalities including premium rating, discounts, coverages etc. The products and services include digital documentation coupled with AI enabled features while Registering and onboarding the customer, pricing as per the rule engine, issuance of policy on a near real-time basis, after-sales service including endorsement features, claim processing using state of the art technology like OCR but not limited to the said reference and Dashboard features for both user and administrator.
- 13. The new portals should facilitate the issuance of policies with Risk management of products like risk accumulation trigger based on latitude and longitude, Protected Google eye to identify and offer the location/building details, Weather-based analytical tools on rain/flood/accident, AI-enabled features to simplify the customer journey without compromising on security.
- 14. Agnostic with payment gateways and policy document generation both electronic and physical as per NIA requirements.
- 15. All the policy and claims related data should be transferred to NIA's existing CORE Application developed on Oracle Database on a real-time basis. The data transfer shall be agnostic with all the Core and Reinsurance applications of the Company.
- 16. Portals and Apps to have features like static information, dynamic promotional content / banner, product information including demo (audio as well as video), online application form, survey / lead generation forms, geo-location enabled maps & locators, premium calculators, online contest, advanced/intelligent search options, download option for forms/brochures, request for additional information/enquiry, offline/online support, photo/video gallery, link for partner Portals and Apps, other Portals and Apps/microsites, etc., apart from standard / mandatory sections of an insurance Portals and Apps. This is an indicative requirement only.
- 17. Bidder should submit a solution document after analyzing and evaluating all functionalities and features of NIA's existing portals. The solution document should include detailed information about the proposed model and development approach with critical path details and specific timelines.
- 18. Portals and Apps to conform to the international accessibility standards, the World Wide Web Consortium (W3C), GIGW Govt. of India Guidelines for Portals and Apps and







the Web Content Accessibility Guidelines (WCAG) 3.0 Level AAA, Google Core Web Vitals and as issued from time to time.

- 19. These web/mobile applications must support Single Sign-on, Auto-register/Auto Login functionalities.
- 20. End-to-End design, development, with Innovative and attractive banners/creatives, webpages to be designed by the bidder as per the requirement of NIACL from time to time during the contract, for major Portals (details mentioned in Annexure) and Apps content, without any cost to the NIACL. Such banners/creative should be copyright protected. The Portals and Apps should be copyright protected in NIACL's name.
- 21. Inherently support hyperlinks, links of Post and Pre-login Customer, Intermediary, Corporate Customer Portals, Corporate links, etc., with a strong feature on security.
- 22. Support Social media integration and capable of multiple channel information delivery webcasts, RSS feeds, etc., from day 1. The bidder would be expected to showcase the capability of being identified by search engine crawler thus using the best keywords in the insurance market.
- 23. Load fast loading time through the internet should always be less than 1 second during peak time (9 AM-11 PM) also. Load time and Start render should be under 1 second. An SLA would be executed for this purpose.
- 24. The Solution should support rich text editing, document, image, zip, etc., uploading/attaching, hyperlinking functionality. The user should be able to upload files in multiple extensions (doc, docx, odf, ppt, pptx, xls, xlsx, jpeg, tiff, png, zip, rar, video, audio, etc.) The platform should have the capability to resize/compress the uploaded attachments maintaining High resolutions.
- 25. The solution should be scalable and agnostic to any digital atmosphere. Further, such new developments should be able to comply with the stress testing and adaption to the core database with minimum turnaround time.
- 26. The portals should have flexibility to add, modify and delete different parameters related to premium calculation, policy and claims end to end flow.
- 27. A site map should be prepared and made available by the bidder. Sitemap should be updated automatically in case of page addition/removal.
- 28. Relevant iconography & infographics to be used to represent processes and instructions as available for similar BFSI products.
- 29. Bidder will also be responsible to provide an overview of items such as Project Plan, SRS (Software Requirement Specifications), DSD (Design Specification Document), UAT (User Acceptance Testing), Test Plans, & BCP (Business Continuity Plan), Installation / Operational Manual, etc.
- 30. The changes/fine-tuning in the Portals and Apps deployed should be performed to ensure proper functioning of interface applications without any additional cost during the contract period.
- 31. The web/mobile applications should be developed based on defined information architecture & latest/best practices for UI/UX. Uniformity should be maintained across all the webpages/Portals and Apps of NIACL and it should be responsive in nature.
- 32. The new Portals and Apps are to be hosted as per the cloud guidelines mentioned in this document with proper security guidelines as envisaged by IRDAI and Govt. of India and regulators.







- 33. Portals and Apps should also be optimized to work in low bandwidth places/devices including storing the data in local storage if the device is offline and send to the server when online within defined timelines not exceeding 12 hours.
- 34. The vendor should provide an analytical dashboard for respective categories of users and create reports from available data along with integration with existing platforms.
- 35. The customer journey on claims would be translated through defined milestones for consumptions through the WhatsApp/Chatbot and other facilities of the company. The bidder should be able to develop the data structure that suits their claim-related information sharing and capable of working with Fraud, abuse, and misuse algorithms.
- 36. The bidder shall provide complete services for the solution under the scope including installation, implementation, integration, management, maintenance, support, audit compliance, and knowledge transfer. As per the requirements, an audit trail at each level shall be maintained and provided through the dynamic reports.
- 37. NIA will always be the Data Controllers/Owners. The Data generated during this project shall not be retained at any level by the vendor once the agreement ceases to operate. The company reserves the right to decide on archival, de-archival, upload into onpremises or cloud servers and the vendor shall comply with the same.

#### 38. Dynamic Content Personalization:

- a. Tailoring website/apps content and experiences to users according to their preferences, behaviors, and relevant data
- b. Analyzing user data, making predictions, and generating or modifying content to match the needs and interests of individual users.
- c. Using various data sources such as browsing history, demographics, purchase history, and user interactions to understand user preferences
- d. Enabling dynamic landing page customization, where a webpage's content, layout, and messaging dynamically adjust according to user attributes or behaviors.
- 39. Use of Machine Learning and AI in the following ways in portals and apps (but not limited to):
  - a) Integrating AI into the portal/apps to provide personalized product recommendations based on user preferences, browsing history, and purchase behavior.
  - b) Optimizing pricing strategies, inventory planning, and marketing campaigns to enhance business performance.
  - c) Detecting and preventing fraud identification of suspicious activities, potential security breaches and fraudulent transactions using fraud monitoring tools need to be demonstrated and it is a prerequisite.







- d) Using AI to create frequently asked questions (FAQ) pages, various features that suit and simplify the customer journey.
- e) Personalizing customer experience by analyzing behavior and historical data to offer promotions, products, or services.
- f) Checking customer sentiment by assessing their language, expression, and tone in written or verbal interactions.
- g) The Cognitive Quality of the facility would be getting maximum preference.
- 40. Creation and updation of policies to e-insurance accounts and also other insurance and Govt. repositories.
- 41. Any future regulatory or Govt. compliances/guidelines/modifications should be available in the platform at no additional cost to NIACL
- 42. The solution will seamlessly integrate with NIACL's existing applications and data centre infrastructure to ensure interoperability and data consistency across systems. This integration will facilitate efficient data exchange and streamline processes, enhancing operational efficiency and reducing redundancy.
- 43. The products made available in these portals will vary for different categories of customer and Intermediaries and also the features and functionalities including premium rating, discounts, coverages etc. The products and services include digital documentation coupled with AI-enabled features while Registering and onboarding the customer, pricing as per the rule engine, issuance of policy on a near real-time basis, after-sales service including endorsement features, claim processing using state of the art technology like OCR but not limited to the said reference and Dashboard features for both user and administrator.
- 44. The new portals should facilitate the issuance of policies with Risk management of products like risk accumulation trigger based on latitude and longitude, Protected Google eye to identify and offer the location/building details, Weather-based analytical tools on rain/flood/accident, Al-enabled features to simplify the customer journey without compromising on security.
- 45. Enterprise-level content management capabilities will be integrated to handle large volumes of structured and unstructured data efficiently. This includes document management, version control, access control, and workflow automation to streamline content-related processes and improve collaboration.
- 46. Ability to upgrade into Super App (illustrative example, Phonepe, PayTM etc.) to provide multiple insurance related services to different stakeholders not limited to Employees and Customers.
- 47. Collaborative SEO, SEM for seamless integration and display of relevant taglines, images and headers.
- 48. The web portal will be developed as a headless progressive web application (PWA) capable of delivering seamless user experiences across devices and platforms. Leveraging headless architecture, the solution enables flexible content delivery and







M. Committee of the com

integration with push notification services, enhancing user engagement and interaction.

- 49. The solution will facilitate the seamless processing of new business, renewals, endorsements, and claims through the portals and apps. This includes online registration of new policies, renewal reminders, endorsement management, and streamlined claims processing to enhance operational efficiency and customer satisfaction.
- 50. Continuation of user journey: If a user has started a journey and left without completion, then the user should be able to continue from there. In case of change of date, users should be allowed to proceed with the current system date.
- 51. Adopting a DevOps approach, continuous integration and continuous deployment (CI/CD) pipelines will be established using tools like Jenkins to automate software delivery processes. Version control systems will ensure code management and collaboration, facilitating efficient development, testing, and deployment cycles for rapid and reliable software releases.
- 52. DevSecOps practices will be integrated into the software development lifecycle, incorporating security measures from the outset. This includes code analysis tools and techniques to identify and mitigate security vulnerabilities, ensuring secure coding practices, and compliance with security standards and regulations throughout the development process.
- 53. An advanced content management system will be implemented to efficiently organise, store, and deliver digital content within the portals and apps. This system enables centralised content creation, editing, and publishing, ensuring consistent and up-to-date information for users.

# 13.1.2. Develop APIs for all third party consumptions of Portal and Core Database with latest tools:

- 1. The Bidder shall provide an API gateway for seamless integration with new/existing channels/partner/systems etc.
- 2. Back-end integration of the mobile APP with applications through API.
- 3. The solution will enable online registration of claims, appointment of surveyors, and streamlined claims processing workflows. This includes automated notification mechanisms, document management, and integration with third-party services for efficient claims handling and resolution.

#### 13.1.3. Ready availability of Digital Product Library:

- 1. The products related to General Insurance business in India should be readily available with the vendor.
- 2. NIA will be making customizations to these existing product structures in order to achieve faster Go-To Market.
- 3. Premium calculation logics will be customised to suit NIA needs.





दि न्यू इंदिया एशरे न्स कं पनी लिमिटेड, प्र. का, मुंबई.

4. Flexibility of introducing Additional coverages and the price in the existing products should be available with minimum turnaround time and modification of policy structure.

# 13.1.4. Additional Services & Functionalities required for absorbing the latest technology into the Portals and Mobile App like OCR, RPA etc.

The Vendor shall develop a portal for New India users with following functionalities (this list is not exhaustive):

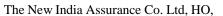
Underwriting modules include Party Creation, Policy Creation, KPI workflow (along with HRMS integration), Endorsement, Policy cancellation, Premium Calculation Logic, Document generation, Payment Gateway integration etc.

- 1. Claims module
- 2. User Roles and corresponding mapping
- 3. Accounting module
- 4. Scroll facility
- 5. Co-insurance
- 6. APD (Advance Premium Deposit)
- 7. Co-broking
- 8. Vahan Integration (fetching vehicle related details)
- 9. RTO Integration
- 10. Workflow for underwriting and claims
- 11. KYC along with UIDAI integration
- 12. Make Model and IDV details
- 13. Endorsements
- 14. URL shortening service
- 15. Geo location/Tagging services (Integration with Maps)
- 16. OCR for various purposes
- 17. Payment gateway integration and services
- 18. SMS & WhatsApp services with integration
- 19. Compliance with regulatory requirements, E.g. IIB data upload etc.
- 20. Easily configurable Commission, Incentive/Reward generation module (including Ad Hoc generations as per NIACL directives)

These functionalities provided by the bidder should be flexible enough to support/extend these functionalities to the existing CORE system/portals/other systems.

#### 13.1.5. Reports generation facility & Accounting module:

- 1. Accounting module for Calculation of Commission, TPA fee, Incentives etc., against respective accounting codes as per NIACL.
- 2. Reports generation facility using the cloud based data with an easily convertible format into MS Excel, Google Sheets, MS Word, PDF etc. should be enabled.









3. The solution will leverage ElasticSearch and advanced analytics capabilities to enable powerful search functionalities and derive actionable insights from large datasets. By harnessing ElasticSearch's indexing and querying capabilities, users can efficiently search and retrieve relevant information, while analytics tools provide valuable business intelligence for informed decision-making.

4. Pricing models for services such as SMS notifications, WhatsApp messaging, and payment gateway transactions will be defined and configured based on usage volume and service provider rates. This ensures transparency and cost-effectiveness in service delivery and billing

#### 13.2 Business Continuity including the Change Management:

# 13.2.1 Change Request Management for product innovations, regulatory requirements and introduction of new products:

- 1. Defined timelines for development of new features/products/UI to be declared by the Bidder in the technical bid, specific timelines for API integrations with 3rd parties and CORE vendors need to be agreed as a prerequisite to qualify the technical bid.
- 2. Change management processes will be established to manage and track changes to the system configuration, codebase, and infrastructure, ensuring transparency and accountability. Threat investigation protocols will be implemented to detect, analyze, and respond to security incidents promptly, minimizing the impact of potential threats. Personalized training programs will be conducted to educate staff on security best practices and compliance requirements, fostering a culture of security awareness and vigilance.
- 3. Change Request timeframe for completion of each request and ticket based corrections need to be clearly mentioned in the technical bid.
- 4. SLA as mentioned in the RFP need to be executed by the successful bidder
- 5. Penalty clauses also will be applicable as mentioned elsewhere in the RFP document.
- 6. Servers will undergo hardening procedures in accordance with NIACL's policy to enhance security and resilience against cyber threats. This includes implementing security controls, patches, and configurations recommended by NIACL's security guidelines to mitigate vulnerabilities and protect against unauthorized access.
- 7. The database will be customized to meet specific business requirements, including schema design, indexing, and data partitioning strategies. Customizations will be tailored to optimize performance, scalability, and data storage efficiency while accommodating evolving business needs and regulatory compliance requirements.

Change Request management to adhere to the SLAs as given below:

The Bidder needs to make the change request timelines adequately in place to know that during the sustenance period for any change request timelines needs to be followed by the bidder. In case of not adhering to the same a penalty of 1% (Change request Value) per week will be levied on the bidder. The timelines will be calculated in working days starting from the day NIA has provided the approval.







S No.	Complexity of Change Request	Minimum No. of Resources	Timelines
1	0 - 20 Person Days	2	5 days
2	20 - 50 Person Days	3	10 days
3	50 -100 Person Days	4	15 days
4	100 Person Days and above	5	20 days

13.2.2 Integration with legacy products for seamless transition to the new portal and mobile apps.

#### 13.3 Storage:

#### 13.3.1 The storage should be on a neutral Cloud environment.

#### 13.3.2 The regulatory compliance as per IRDAI and GOI shall be maintained.

#### **13.3.3 Cloud Guidelines and Security:**

- 1. The vendor must adhere to the infrastructure security protocols as per Government/Regulator/NIA guidelines-Information Security Policy.
- 2. The vendor should adhere to Meity guidelines (<a href="https://www.meity.gov.in/content/gicloud-meghrai">https://www.meity.gov.in/content/gicloud-meghrai</a>) while choosing cloud deployment model for NIA. The CSP should have at least one of the location in MMR (Mumbai Metropolitan Region)
- 3. Cloud management practices will be implemented to efficiently oversee and optimize cloud resources, ensuring cost-effectiveness, performance, and security. This includes provisioning, monitoring, scaling, and automating cloud infrastructure and services to meet dynamic workload demands and business requirements. Additionally, cloud management tools and processes will be utilized to monitor resource utilization, enforce security policies, manage costs, and ensure compliance with regulatory and organizational standards.
- 4. An inclusive package with the features on neutral Cloud capability and On Premises cloud as per the need of the Company and also in compliance with the regulatory guidelines including but not limited to DPDP act and GDPR guidelines.
- 5. Cost optimization strategies such as rightsizing, reserved instances, and budget management will be employed to mitigate overage expenses and optimize cloud spending.
- 6. Security patches, upgrades etc. to be done immediately as and when released without additional cost to NIACL
- 7. Snapshots of data and system configurations will be captured periodically to create backup points for disaster recovery and data restoration purposes. These snapshots







provide a point-in-time copy of the system state, enabling quick recovery in the event of data loss or system failure.

- 8. In case of any proprietary tool proposed for development, the vendor has to provide source code portable in open-source technology so as to take forward development and maintenance after completion of the contract period. Should be Progressive Web Apps (PWA).
- 9. Data security measures will be implemented in the cloud environment to protect sensitive information from unauthorised access and breaches. This includes encryption, access controls, and monitoring mechanisms to safeguard data confidentiality and integrity. Additionally, cloud management practices will be followed to optimise cloud resources, ensure compliance, and manage costs effectively.
- 10. Vulnerability assessment and penetration testing (VAPT) will be conducted regularly to identify and address security vulnerabilities within the portals and apps. Web application security assessments (WASA) will ensure that the solution adheres to industry best practices and standards, mitigating risks associated with potential security breaches and cyber-attacks.
- 11. Hardware Security Modules (HSM) and Key Management Systems (KSM) will be deployed to enhance data security and cryptographic key management. Additionally, digital signature mechanisms will be implemented to ensure data integrity, authenticity, and non-repudiation in digital transactions and communications.
- 12. Disaster recovery solutions, including cloud-based Automated Disaster Recovery (ADR) and Disaster Recovery as a Service (DRAS), will be implemented to ensure business continuity and data protection in the event of system failures or disasters. DNS failover mechanisms will also be configured to redirect traffic to alternate servers or data centres during downtime, minimising service disruptions.
- 13. Hosting: Bidder need to host on cloud and all the cost to be borne by the bidder with full break up details
  - a. RTO 60 minutes and RPO 30 minutes
  - b. Bidder should have the provision to migration.
  - c. Virtual private cloud as service
  - d. Bidder is informed that for DB bidder is free to choose
  - e. All infra to be provisioned by the bidder including firewalls, routers, switches etc.
  - f. Content and data migration
  - g. Securing data at rest hashing
  - h. vertical partitioning, load balancing
  - i. Document management system
- 14. A robust hardware security model will be established to safeguard sensitive data by incorporating Hardware Security Modules (HSMs). HSMs provide secure cryptographic processing and key management capabilities, ensuring confidentiality, integrity, and availability of data stored and processed within the system.
- 15. All software licenses will be procured and registered in the name of NIACL to ensure ownership and compliance with licensing agreements. This practice ensures legal and regulatory compliance, avoiding potential disputes or licensing violations.







- 16. Integration with the Insurance Regulatory and Development Authority of India (IRDAI) grievance redressal system will be implemented to facilitate the resolution of customer complaints and regulatory compliance. This integration ensures timely and transparent handling of grievances in accordance with regulatory guidelines.
- 17. Integration with Security Information and Event Management (SIEM) systems and key management solutions will enhance security monitoring and encryption key management capabilities. This integration ensures real-time detection of security incidents and centralised management of cryptographic keys for secure data access and protection.
- 18. Distributed caching mechanisms will be implemented to improve system performance and scalability by caching frequently accessed data in distributed memory stores. This enhances responsiveness and reduces latency by minimizing database queries and network overhead.
- 19. A centralized master data repository will be established to store and manage critical portal business data for analytics and reporting purposes. This repository provides a single source of truth for data analysis, decision-making, and regulatory compliance, improving data quality and consistency.
- 20. The migration of core data from the existing database to the new database will involve transferring user data seamlessly while ensuring data integrity, consistency, and security. This migration process will be meticulously planned and executed to minimize downtime and ensure a smooth transition to the new system, preserving historical insurance/policies/claim data and user profiles.
- 21. Integration with Original Equipment Manufacturers (OEMs) will facilitate streamlined processing of new business, renewals, endorsements, and claims within the portals and apps. This integration enables seamless communication and data exchange between NIACL and OEM systems, improving operational efficiency and customer service.
- 22. Robust encryption standards, including AES 256-bit encryption and TLS 1.2 or later protocols, will be implemented to secure data transmission and storage within the portals and apps. This encryption ensures that sensitive information, such as customer details and financial transactions, remains protected against unauthorized access and cyber threats.
- 23. The solution will enable online registration of claims, appointment of surveyors, and streamlined claims processing workflows.
- 24. The migration of core data from the existing database to the new database will involve transferring user data seamlessly while ensuring data integrity, consistency, and security.
- 25. Measures will be implemented to address instances where resource consumption exceeds projected levels, leading to overage costs in cloud services. This includes monitoring resource usage patterns, setting up alerts for abnormal usage, and implementing automated scaling mechanisms to dynamically adjust resources based on demand fluctuations. Additionally, cost optimization strategies such as rightsizing, reserved instances, and budget management will be employed to mitigate overage expenses and optimize cloud spending. Regular reviews and adjustments to resource







ā.

allocations will be conducted to align with evolving business needs and budgetary constraints.

- 26. Anti-virus scans and updates will be regularly performed on servers to detect and remove malware and other security threats. This proactive measure helps maintain the integrity and security of the server infrastructure by preventing the spread of viruses and malware.
- 27. Database mirroring will be implemented to ensure redundancy and high availability of critical data. This involves maintaining synchronized copies of databases across multiple servers to minimize downtime and data loss in the event of hardware failures or disasters.
- 28. Critical pages of the application, identified as per business requirements, will be backed up regularly to prevent data loss and facilitate restoration in case of system failures or data corruption. This includes backing up specific pages at predetermined intervals to ensure data integrity and availability.
- 29. Measures will be implemented to address instances where resource consumption exceeds projected levels, leading to overage costs in cloud services. This includes monitoring resource usage patterns, setting up alerts for abnormal usage, and implementing automated scaling mechanisms to dynamically adjust resources based on demand fluctuations. Additionally, cost optimization strategies such as rightsizing, reserved instances, and budget management will be employed to mitigate overage expenses and optimize cloud spending. Regular reviews and adjustments to resource allocations will be conducted to align with evolving business needs and budgetary constraints.
- 30. A cloud-based Application Performance Monitoring (APM) tool will be deployed to monitor the performance and availability of the portals and apps hosted in the cloud environment. This APM tool provides real-time insights into application performance metrics, including response times, throughput, and error rates, enabling proactive monitoring and troubleshooting.
- 31. Hardware specifications and sizing will be subjected to rigorous benchmarking and validation by a reputable third-party vendor with extensive experience in hardware benchmarking. This independent validation ensures that the hardware infrastructure meets performance, reliability, and scalability requirements based on industry-standard benchmarks and best practices.
- 32. The solution will incorporate robust database logic to ensure data integrity, consistency, and reliability. Advanced database management techniques will be employed to optimize data storage, retrieval, and manipulation operations, enhancing performance and scalability while maintaining data accuracy.
- 33. Wireless Access Point (WAP) solutions will be configured for zero-touch deployment and management, automating provisioning, configuration, and software updates. This zero-touch configuration streamlines network management tasks, reduces manual intervention, and improves operational efficiency, ensuring consistent and secure wireless connectivity for users.
- 34. Securing data at rest hashing, vertical partitioning, load balancing.
- 35. Content and data migration.



#### 13.4. Maintenance & Data Backup:

- 13.4.1 The backup of data should be as per regulatory requirements and periodical guidelines.
- 13.4.2 System should be enabled to have anonymous data model to suit the DPDP & GDPR provisions
- 13.4.3 The security of data from regulatory perspective shall be maintained at all times and the entire system shall be made available for security audits including the certifying agencies on ISO and the auditors appointed by the company for compliance audit as per IRDAI guidelines
- 13.4.4 The changes/fine-tuning in the Portals and Apps deployed should be performed to ensure proper functioning of interface applications without any additional cost during the contract period.
- 13.4.5 The bidder shall provide complete services for the solution under the scope including installation, implementation, integration, management, maintenance, support, audit compliance, and knowledge transfer. As per the requirements, an audit trail at each level shall be maintained and provided through the dynamic reports.
- 13.4.6 NIA will always be the Data Controllers/Owners. The Data generated during this project shall not be retained at any level by the vendor once the agreement ceases to operate. The company reserves the right to decide on archival, de-archival, upload into on-premises or cloud servers and the vendor shall comply with the same.
  - a. Manuals and Documents: Bidder has to provide soft copies of job cards, user and technical manuals for all functionalities, modules, hardware, tools separately. In addition, all the applications/utilities shall have online contextual help with search options for all the users.
  - b. The best practice as followed in the global market should be adopted by the bidder to maintain the international standards on documentation and system development life cycle.
  - c. The proper version controlling and making the same available for audit by NIACL's auditors. A few examples are given below for better understanding and the same shall be considered as illustrative
  - d. Training sessions will be conducted for relevant personnel on API gateway usage, application functionalities, and HSM & KSM management. The go-live plan will outline the phased deployment approach, including testing, training, and transition to production, ensuring a smooth and successful system launch.
  - e. The helpdesk support system will offer multi-channel assistance, including call support, WhatsApp messaging, email correspondence, and other communication channels. This comprehensive support framework ensures timely resolution of user queries and issues, enhancing user satisfaction and operational efficiency.

#### **Ongoing Maintenance Additional Points:**

1. Successful bidder to provide support 24\*7\*365 and deploy a minimum 30 resources for







NIACL's work on all working days and weekends/holidays. It is the responsibility of the successful bidder to ensure availability of the resource, in case he/she is on leave, the successful bidder shall arrange for an alternate resource. The resource(s) must be well trained to handle all operational activities of all the applications and integrations.

- 2. The scope of maintenance includes the following but not limited to the following (with approval of NIA):
  - i. Corrections of User Mistakes
  - ii. Data Corrections due to defects/bugs in Production
  - iii. Ad-Hoc corrections
  - iv. Ad-Hoc user requirements for modifications/relaxation of existing validations
  - v. Relaxation in workflows
- 3. NIACL, at its discretion, may ask for additional dedicated resources for maintenance of the applications if required.
- 4. Any issues/bugs/defects arising out of deployments or modifications in the applications to be fixed on priority.
- 5. Bidders should provide Dashboard, customized reports, SLA's regarding health and maintenance of the applications.
- 6. Some dynamic pages may require more frequent editing/ modifications/ updation etc. Such pages should be identified accordingly, and a monthly review will be done for them at the end of every month throughout the contract period. Any changes, modifications, updations, upgrades will be carried out accordingly by the bidder without any additional cost.
- 7. The maximum response time for a maintenance complaint (i.e., time required to respond after a request call / fax /e-mail is made or written) shall not exceed 15 minutes. The response time of 15 minutes and resolution time of 2 hours to be complied for all issues.
- 8. The bidder shall be responsible for any act of its employees that may result in security breach of NIACL Portals and Mobile Apps.
- Monthly review will be done by NIACL, but not limited to, for uptime percentage of applications and configurator, performance of applications, technical difficulties, security etc.
- 10. Optimal page load speed as per the best industry standards must be ensured for all pages. Any new pages to be created without any additional cost.
- 11. Collect and store visitor data, track the new and repeat visitor along with their preferences, pages visited etc., provide forms to collect leads / feedback and integrate with NIACL's OCRM (or similar lead management system), e-Platform. Prompt the user with their earlier visits. (Bidder to provide bidder agnostic solution for analytics)
- 12. Service provider to provide analytics of the portals and mobile apps and their performance etc. with appropriate analytic tools and provide monthly MIS on various performance parameters, along with suggestions to improve
- 13. Successful bidders need to submit a UI/UX Audit report of the Web and Mobile applications to improve the overall performance of these applications. This monthly report must provide suggestions on the changes / modification based on the findings







based on user behavior and analytical evidence.

- 14. The bidder is expected to update/modify the UI/UX themes and designs post review and Approval from NIACL periodically.
- 15. The bidder shall provide suitable on-site technical staff to supplement the efforts of the on-site support resources during emergencies / contingencies, which might impact the systems and services covered under this scope.
- 16. The bidder shall provide backup resources in case any of the project members/ onsite resource avails leave. However, the bidder's entirely responsible for team deployment, SLA monitoring and implementation.
- 17. Creation, maintenance and auto updation of Masters (Eg: Pincode master, Make Model master, GSTIN master, users master data)
- 18. Steps to avoid duplication of user profiles (individual and organisation).
- 19. In case of exigency, support arrangements should be available during off-hours as a part of the crisis / incident management process.
- 20. The deputed personnel should abide by the timings of the NIACL. The deputed personnel should be prepared to work for extended hours in case of need.
- 21. Team deployed by the Service Provider to implement the solution should be competent and proficient to implement the solution as per scope of work.
- 22. The bidder shall and needs to deploy manpower at least 2 weeks before (planned) go live of the project.
- 23. Regular reviews and adjustments to resource allocations will be conducted to align with evolving business needs and budgetary constraints.
- 24. Any design defects identified during the implementation phase will be rectified to ensure the integrity and functionality of the system. This includes addressing architectural flaws, performance bottlenecks, and functional inconsistencies to meet the specified requirements and quality standards.
- 25. Database management and administration, including performance tuning, backup and recovery, and data archiving, will be performed regularly to ensure optimal database performance and availability.
- 26. Weekly reviews and meetings will be conducted to track project progress, address issues, and align activities with project objectives. The composition and roles of the review committee will be jointly determined by both the bidder and NIACL, ensuring stakeholder involvement and accountability throughout the project lifecycle.
- 27. Detailed list of resources working in the project along with Qualifications to be shared with NIACL.
- 28. Efficiency of the Portals & Mobile apps developed to be continuously monitored at particular intervals to keep them at par with industry standards.

#### 13.5 Source code management and Service Level Agreement:

13.5.1 The source code shall be maintained in the Escrow account maintained by the Company with the power to use, modify the source code even after severance of contract.





#### दि न्यू इंदिया एशरे न्स कं पनी लिमिटेड, प्र. का, मुंबई.

#### 13.6 Projections:

- 1. The growth projections and the existing figures to be added.
- 2. The bidder needs to consider the given growth projection for designing, sizing, implementing and customising the solution.

S No	Description	Current Year	Previous Year	Expected	Expected	Expected
				Growth	Growth	Growth
				Year 1	Year 2	Year 3
1	Policy Count	1,82,55,689	1,87,60,103	At Least	At Least	At Least
				20%	20%	15%
2	Premium	370,35,18,88,09	344,87,47,88,0	At Least	At Least	At Least
		2	88	20%	20%	15%

#### 13.7 Requirements Traceability Matrix:

The bidder must guarantee that the developed application adheres entirely to the requirements and specifications detailed in the RFP, encompassing functional, nonfunctional, and technical criteria. To ensure this alignment, the bidder must construct a Requirements Traceability Matrix based on the Functional Requirements Specifications (FRS), Non-Functional Requirements Specification, and Technical Requirements supplied by NIACL (improved, extended, and refined by the bidder). This matrix should establish clear links between requirements across System Requirements Specification (SRS)/FRS, Use Cases, and Test Cases.

- a. Detailed system requirements specification document.
- b. High level and low level architecture document.
- c. Customization retro fitment document
- d. Techno-functional risk and mitigation document
- e. Functionality traceability matrix to provide details on the interdependence of the technical components to realize the functionality.
- f. Data migration document
- g. Interface strategy document
- h. UAT testing SOP and document.
- i. Deployment plan document.
- j. Change management methodology and change request format
- k. Security guidelines
- n. User management guidelines
- o. Release notes and impact matrix

#### 13.8 PROOF OF CONCEPT (POC) BY BIDDERS



- 1. The bidders qualifying the eligibility criteria will be asked to initiate POC with NIA at bidders cost in stipulated time as informed by NIACL, preferably within 15 days.
- 2. The bidder shall demonstrate the configuration of selected products in the platform
- 3. UI/UX will be developed for end to end journey as suggested by NIA for at least 2 products (for both Portal & Apps, the products should be based on progressive web app architecture).
- 4. The NIACL reserves the right to inform the bidders on the products to be developed as part of POC.
- 5. Motor Claim journey including Surveyor portal.
- 6. These products shall be configured in the platform and the ease of policy issuance and modifications in the platform shall be evaluated by NIA.
- 7. If requested, the bidder should be able to showcase the used cases implemented by them.
- 8. The bidder should document the development stages/activities involved along with integration with 3rd party systems and define the complexity and the effort required in terms of Person Days.
- 9. The final Rate chart for Change request management will be based on the details provided as part of the POC as per below mentioned table.
- 10. This process does not entail a bidder to be considered for tender and the company reserves the right to decide on further course of action or scrap the process without any cost to the Company.

S No.	Type of Change	Complexity	Efforts	Time lines
1	UI/UX of portals and			
	apps			
2	Product configuration in			
	the platform			
3	Integration with CORE			
	system			
4	Integration with partner			

#### **13.9 SITE VISIT**

- 1. The team from NIA shall make an informed visit to the bidder's location for evaluation and presentation.
- 2. The bidder is expected to showcase the presentation with the use cases which are part of the scope and already live in other companies.
- 3. Site visit will be done only for the bidders who qualified Technical criteria.

#### 13.10 Contract Expiry/Termination





- 1) The Vendor shall hand over the solution in 100% working condition on termination or at the end of the contract. Any breakdown call that has been reported before termination of the contract shall have to be corrected by the Vendor before handing it over to NIACL.
- 2) After successful completion of contract terms/termination and if service term has not been extended, the bidder has to cooperate with NIA or any of its designated 3rd party for migration of complete data to on premise/ cloud hosted infrastructure on mutually agreed terms.
- 3) The Bidder should handhold the migration process until the entire Solution / Data gets ported completely.
- 4) The Bidder should sort out operability issues, if any, for smooth shifting of such data.
- 5) Service providers should be responsible to destroy the data upon request from NIA as per NIA Data Destruction Policy, with special emphasis on destroying all data at all locations.
- 6) Any product related details and information like digital product library ratings, infographics, documents etc., shall be the Intellectual property of NIACL.

#### 13.11 Technical Bid Evaluation

Technical bids of only those Bidders who qualify in the eligibility criteria will be evaluated thereafter. Bidders found ineligible will be disqualified and won't be allowed to participate in technical evaluation.

During evaluation of the Bids, the NIACL, at its discretion, may ask the Bidder for clarification in respect of its bid. The request for clarification and the response shall be in writing, and no change in the substance of the bid shall be sought, offered or permitted.

NIACL reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of NIACL shall be final and binding on all the Bidders to this document and NIACL will not entertain any correspondence in this regard.

Bidder needs to achieve a cutoff technical score of 80% marks i.e., 400 out of 500 in this technical evaluation stage to be qualified for commercial bid opening. Only those Bidders who achieve the specified cutoff scores would be short-listed for Commercial Bid Evaluation.

Technical Proposal will be evaluated for technical suitability, competence and proposal to meet NIACL's specified requirements. The criteria for evaluation of technical bids are as under:





V-90	पटा पढ़ा क		
Criteria	Evaluation Parameters	Marks	Maximum /Total Marks
	Product Configuration platform Implementation	Y/N	
	if criteria are met for 5 or more Institutions.	10	10
	if the criteria are met for 2 or more Institutions.	5	10
The number of	if the criteria are met for less than 2 Institutions	0	
implementations			
completed (In the last 5 years)**	Digital User journey Implementation in BFSI	Y/N	
	if criteria are met for 3 or more Institutions.	10	
	if the criteria are met for 2 Institutions	8	10
	if the criteria are met for 1 Institution.	6	
	if criteria of at least 1 are not met	0	
	At Least one implementation of Superapp in any organisation	5	5
Product Demonstration / Presentation cum	Views on NIACL existing portals/ architecture and suggested measures as per the scope of work for developing of web & mobile applications as per current market standards and latest technology trends (following are the points to be included in the presentation): a) Proposed Solution for	Y/N	145
interview	implementation along with approach document	25	
	b) Critical analysis of the present site viz-a-viz peer Insurers (gap analysis)	20	
	c) Proof of Concept presented (in compliance of RFP scope and technical specifications)	100	



STATION ASSURANCE SHAPE	्राजादी <sub>का</sub> अमृत महोत्सव
-------------------------	---------------------------------------

-	वेटी पढार्जी		_
	1. Coding capability of the resources -25 Marks 2. Design Competence in terms of service design, design research, UXdesign, Visual design – 25 Marks 3. Optimizing API based interfaces for end to end deployment - 25 Marks 4. Configurator - 25 Marks No marks will be awarded for the particular criteria if bidder is		
	not providing at all above  Demonstration of in-depth understanding of NIACL project requirements through the technical proposal supplemented by Presentation, POC & interactions, references	0 Y/N	
	<ul><li>i. Surveyor Portal Web &amp; Mobile Application(s) General Features/Modules</li><li>ii. UI/UX features and User Journey</li></ul>	50	
	iii. Security Features	30	250
Technical Evaluation a	iv. Ease of Configuration & Management of Products in the platform	50	
Technical & Functional Requirements	v. Scalability & Reusability	20	
nequilents	vi. AI/ML & Personalization of UI	25	
	vii. Dashboards, Reports and analytics, Fraud monitoring solutions	25	
	viii. API Gateway & Ease of Integration with B2B partners	30	
	ix. Web and mobile application layout designs for Home page and inner pages (such layouts must be accepted/ approved by NIACL evaluation team)		30
	3 layout options	30	
	2 layout options	20	







	1 layout options	10	
Cloud Implementation	Cloud architecture, neutrality, ease of migration to alternative cloud or on premises facility and compliance	30	50
	Experience of implementing Cloud based services in any BFSI organisation	20	
	TOTAL		500

\*\* Copies of POs and client reference to be provided. Credentials and other evaluation criteria will be computed as of RFP date

NIACL would request the Bidders to present and demonstrate proposed solution which will be evaluated on technical and functional requirements given in the RFP. Further the NIACL's officials would visit reference sites provided by the Bidder if deemed necessary.

In case there is only one Bidder having technical score of 80% marks i.e. 400 out of **500** or more, NIACL may, at its sole discretion, also consider the next highest technical score and qualify such Bidder.

In case, none of the participating Bidders qualify on technical criteria and reach or exceed the cut-off score of 80% marks, then NIACL, at its sole discretion, may qualify two Bidders on the basis of the top 2 scores or shall cancel the tender.

However, NIACL at its sole discretion may reject the proposal of the Bidder or will not consider Bidder below cutoff marks by relaxing as mentioned above, if in NIACL's opinion the Bidder could not present or demonstrate the proposed solution as described in the proposal or in case the responses received from the site visited are negative or the solution does not meet NIACL's technical / functional requirement.

#### **Commercial Bid**

Evaluation Only those the bidders whose Technical bids have been found substantially responsive would be intimidated by NIACL about their responsiveness and about the revised / updated Technical & Technical Specification (if any) arising out of normalization (if any).

In case of normalization and/or revision, they would also be advised to submit a fresh "Price Bid" which should either be equal to or less than the Prices quoted in the Original Price Bid. The Original and revised price bids as above would then be opened in the presence of the bidders' representatives on a specified date and time to be intimated to the respective bidders. The lower of the two prices quoted by the bidders shall only be reckoned for the purpose of price evaluation.

Commercial bids of only those Bidders who qualify in both eligibility and technical evaluation





दि न्यू इंदिया एशरे न्स कं पनी लिमिटेड, प्र. का, मुंबई.

will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible Bidders.

The commercial proposals of shortlisted bidders shall then be opened and evaluated for completeness. If the commercial quote is incomplete either for not providing a quote for all required services, it shall be presumed that the services shall be provided without any additional cost to NIACL. However, NIACL in its absolute discretion disqualifies a bidder whose commercial quote is found to be incomplete. Commercial bids submitted by Bidders will be evaluated based on Total Cost of Ownership (TCO). The key considerations of TCO would be the total payouts by NIACL for the entire project through the contract period.

#### **Selection Criteria:**

The following weightage system shall be incorporated for final selection:

The bidders scoring more than 80% in Technical Evaluation shall be considered for Commercial evaluation.

Final Selection will be based on CQCCBS Evaluation Process which is explained as under: CQCCBS Evaluation Process: Commercial Bids will be subjected to CQCCBS evaluation process.

Under CQCCBS (Cost Evaluation under Combined Quality cum Cost Based System), the Technical Bids will be allotted weightage of 70% while the Commercial Bids will be allotted weightage of 30%. Proposal with a lowest cost may be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their prices. The total score, both technical and commercial/financial, shall be obtained by weighing the quality and cost scores and adding them up.

Reverse Auction: The commercial Bids of technically qualified bidders will be opened by the Committee and the lowest commercial bid (L1) will be considered for deciding the start price for the Reverse Auction.

NIA also reserves the right to give its start price for Reverse Auction if required.

The date, time, start price and bid decrement value for Reverse Auction will be conveyed to the technically qualified bidders.

For detailed instruction for Reverse Bidding please see Annexure.

Highest marks basis: On the basis of the combined weighted score for quality and cost, the Bidders shall be ranked in terms of the total score obtained. The Proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the Proposals securing lesser marks as H-2, H-3 etc. The Proposal securing the highest combined marks will be ranked H-1 and shall be recommended for award of

As an example, the following procedure can be followed:

In a particular case of selection of Bidder, the weightage of the Technical Bids and Commercial/Financial Bids was kept as 70:30.

In response to the RFP, 3 proposals, A, B & C were received.

The technical evaluation committee awarded those 75, 80 and 90 marks respectively.





दि न्यू इंदिया एशरे न्स कं पनी लिमिटेड, प्र. का, मुंबई.

All the 3 proposals were found technically suitable and their commercial/financial proposals were opened after notifying the date and time of bid opening to the successful bidder.

The price evaluation committee examined the Commercial Bids and evaluated the quoted prices as under:

Prices Discovered after Reverse Auction by the qualified Bidders

A: Rs. 120.00 B: Rs. 100.00 C: Rs. 110.00

Using the formula (LEC/EC) \*100, where LEC stands for lowest price quoted among the Bidders and EC stand for price quoted by individual Bidders, the committee gave them the following marks for commercial/financial proposals:

A: (100/120) \*100 = 83 marks B: (100/100) \*100 =100 marks

C: (100/110) \*100 = 91

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

Proposal A: 75x0.70 +83x0.30 = 77.4 marks Proposal B: 80x0.70 +100x0.30 =86 marks Proposal C: 90x0.70 +91x0.30 = 90.3 marks

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

Proposal A: 77.4 marks: H3 Proposal B: 86 marks: H2 Proposal C: 90.3 marks: H1

Proposal C at the evaluated cost of Rs. 110.00 was, therefore, will be declared as winner and shall be recommended for award of contract, to the competent authority. It is pointed out that the above is merely an illustration.

The final bidder in evaluation after the Reverse Auctioning would be considered as the successful bidder subject to complying with all the RFP terms and Conditions.

Post the initial deployment of the solution in UAT, NIACL team will perform the UAT and provide the inputs/ suggested changes in line with agreed scope / SRS. The vendor needs to promptly perform the necessary changes and deploy it in the UAT setup so that the UAT can be initiated by the NIACL team.

- 1. All functionalities, features, but not limited to UI/UX, Quote & Policy Generation etc., as per scope to be implemented on go-live.
- 2. Go live date is defined as the date from which the Policy issuance will be available to the end customers.





दि न्यू इंदिया एशरे न्स कं पनी लिमिटेड, प्र. का, मुंबई.

3. On go-live from the DC site, all parameters/ functionalities/ features etc. to be replicated in DR. Setup to ensure DC and DR are in sync.

NIACL reserves the right to implement the applications/functionalities and features in a phased manner based on requirement.

### **Training:**

Bidder is required to provide user training to optimal number of personnel identified by NIACL on functional and technical operational aspects of the applications and in scope.

At the end of each training session, an evaluation test needs to be conducted in coordination with NIACL to ascertain the effectiveness of the training.

Training deliverables shall be:
User Training Plan
Training Material (in English) for portal users
Training Material for Product configuration platform
API kit and documentation for partners
User Manuals including customizations specifically done for NIACL.

#### 14. SPECIFIC TERMS & CONDITIONS

- **14.1.** All the data collected (raw and processed) in the entire exercise will be the sole property of NIACL.
- **14.2.** No data will be shared with any third party or for any publications etc., unless written permission has been obtained from the Competent Authority in NIACL.
- **14.3.** NIACL should have visibility over the Database schema.
- **14.4.** NIACL may assign the Services provided therein by the Bidder in whole or as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. NIACL shall have the right to assign such portion of the services to any of the subcontractors, at its sole option, upon the occurrence of the following:
  - (i) Bidder refuses to perform;
  - (ii) Bidder is unable to perform;
  - (iii) Termination of the contract with the Bidder for any reason whatsoever;

The company reserves the right to approach the legal forum for compensation of loss caused due to the act of the bidder.

(iv) Expiry of the contract. Such right shall be without prejudice to the rights and remedies, which NIACL may have against the Bidder.

The Bidder shall ensure that the said subcontractors shall agree to provide such services to







NIACL at no less favorable terms than that provided by the Bidder and shall include appropriate wordings to this effect in the agreement entered into by the Bidder with such sub-contractors. The assignment envisaged in this scenario is only in certain extreme events such as refusal or inability of the Bidder to perform or termination/expiry of the contract.

Contract pricing validity for 5 years, further revision of rates would be done on based of market developments, technology advancements.

This contract does not guarantee any extension however any increase due inflationary shall not exceed 15% of original cost

Inflationary increase cannot be more than 10% up to 5 year and extendable for 3 years year on years.

- 1. The bidder should consider high availability (active-active) for all the Web and Mobile applications at DC & DR.
- 2. The critical business solutions and other proposed solutions, design and deployment architecture should be such that the system is available to the user on a 24\*7 basis throughout the year without any downtime even during OLTP, daily, monthly, or annual closings, backups, report generations including MIS but not limited to the cited tasks only.
- 3. As per the Guidelines on Public Procurement (Preference to Make in India), Order 2017 (PPP-MII Order) and any revisions thereto, preference will be given to local vendors for procurement, in alignment with the Make in India initiative.
- 4. Evaluation of successful bidders will be based on Technical Cum Commercial (TC1), and margin of purchase preference to Class-I local suppliers shall not be applicable under this RFP.
- 5. Anti-Money Laundering (AML) compliance measures will be implemented to detect and prevent suspicious activities and transactions. This includes implementing risk-based AML policies, conducting customer due diligence, and reporting suspicious transactions to regulatory authorities as per AML regulations.
- 6. Extract, Transform, Load (ETL) processes will be implemented for data synchronization and de-duplication checks to ensure data consistency and accuracy. This involves extracting data from multiple sources, transforming it as per business rules, and loading it into the target system while performing deduplication checks using client information Eg. Name, fathers name, age/ DOB, on clients, master data table, tracing only proper mobile numbers should be accepted
- 7. Measures will be implemented to address instances where resource consumption exceeds projected levels, leading to overage costs in cloud services. This includes monitoring resource usage patterns, setting up alerts for abnormal usage, and implementing automated scaling mechanisms to dynamically adjust resources based on demand fluctuations.
- 8. A thorough data migration audit will be conducted to validate the accuracy, completeness, and integrity of data transferred from legacy systems to the new environment. This audit ensures compliance with data migration requirements, minimizing the risk of data loss or corruption during the migration process.
- 9. The solution will adhere to the principle of software vendor neutrality to avoid vendor lock-in and ensure flexibility in software procurement and deployment. This







involves evaluating and selecting software solutions based on technical merits, compatibility, and interoperability rather than vendor-specific considerations.

- 10. Certain OEM products will be designated for use to achieve scalability, reliability, and performance optimization within the solution architecture. These products should be selected based on proven track records, compatibility, and support for NIACL's business requirements.
- 11. All development efforts will be vendor-neutral to facilitate seamless vendor replacement and transition processes. This ensures that NIACL retains control and ownership of the solution architecture and intellectual property, minimising dependencies on specific vendors for business continuity.
- 12. NIACL adheres to a policy of avoiding dependency on Original Equipment Manufacturers (OEMs) to ensure business continuity. This practice mitigates the risk of disruptions caused by vendor-specific issues or dependencies, safeguarding operational resilience and continuity.
- 13. No development tools/licenses shall be provided by NIA for the development, integration, testing and deployment of applications under the project.
- 14. Liaison with existing vendor: The bidder is required to liaison with all the existing vendors including network channels/other applications/utilities, interfaces and hardware implementation and coordinate for complying the SLAs by enabling facility management, infrastructure support, and system administrative services.

### **14.5.** Termination for Insolvency:

NIACL may, at any time, terminate the contract by giving written notice to the Bidder, without any compensation to the Bidder, whatsoever if:

- i. The Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to NIACL.
- ii. the Supplier being a company is wound up voluntarily or by the order of a court or a receiver, or manager is appointed on behalf of the debenture/shareholders or circumstances occur entitling the court or debenture/shareholders to appoint a receiver or a manager, provided that such termination will not prejudice or affect any right of action or remedy accrued or that might accrue thereafter to the NIACL.
- iii. The bidder shall make available to NIACL all the developments including the codification done but not limited to source code alone, inorder to make NIACL continue their business.

# 14.6. NIACL's Rights in the event of merger or acquisition of the bidder by another company:

i. The bidder shall give minimum 6 months' notice in advance to NIACL in the event of any proposed merger or acquisition activity by a company other than the bidder.





दि न्यू इंदिया एशरे न्स कं पनी लिमिटेड, प्र. का, मुंबई.

ii. The bidder shall make available to NIACL all the developments including the codification done but not limited to source code alone, inorder to make NIACL continue their business.

iii. NIACL reserves the right to continue the relationship with the acquiring or merged entity.

iv. In the event of NIACL agreeing to continue the relationship with the merged or acquiring entity, the cost and price along with all other specifications as agreed in the tender shall continue to be performed by the merged or acquiring entity.

#### 15. ASSUMPTIONS

- a. NIACL shall not assume responsibility or liability for any infringements or unauthorized use of the licensed products. In the event of any claims related to licenses against NIACL, the chosen Bidder must address them, and all liabilities and claims must be resolved by the Bidder.
- b. Additionally, if the selected Bidder fails to provide any necessary licenses, artefacts, or resource requirements to NIACL, NIACL will not cover any additional costs for obtaining such items at a later date.
- c. The selected Bidder must also consider providing Technical Support for the Solution and related application software throughout the contract period, starting from day one.
- d. It is imperative for the successful Bidder to ensure an adequate and skilled workforce for the delivery and achievement of SLA targets throughout the entire Contract duration.
- e. The Bidder is expected to present a clear outline of the intended deliverables, including real-life examples, activities, and project phases required for project completion as outlined in the RFP.

#### 16. IMPLEMENTATION AND INTEGRATION

16.1) The delivery of all products and/or systems and/or services and/or functionalities covered under this bid to be completed within 125 days (4 months) of issuance of Purchase Order.

### **Delivery Schedule:**

S No.	Milestone	Timeline (from the date of PO)
1	Kick off meeting and submission of detailed project plan, change management methodology document	7 days
2	SRS finalization, UI/UX(Layout finalization) of complete project and technical sign-off	15 days
3	Development, Deployment, Implementation & Customization of proposed web and mobile apps	60 days







## The New India Assurance Co. Ltd, HO, दि न्यू इंदिया एशरे न्स कं पनी लिमिटेड, प्र. का, मुंबई.

	in UAT	
4	UAT, submission of observations and its ratification and its Sign off	15 days
5	Performance Testing, Security testing, Safe to Host Certificate, Self Audit Report for compliance with GIGW guidelines for Indian Government websites, STQC certification	8 days
6	Training and handholding	10 days
7	Pilot Run, Go-live, Cloud Setup, User Management guide, Content Management Guide, Library for users	10 days
	TOTAL	125 days

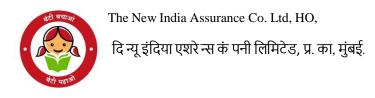
- 16.2) The implementation shall comprise of system configuration, customization, pilot implementation, integration with the NIACL applications, UAT and system roll out, training etc. The selected bidder will be required to share the interface developed by them for the implementation of the Portal & Mobile Apps with NIACL and NIACL will be in full liberty to use the above interface for any requirement.
- 16.3) Delay in integration In case bidder is not able to complete required integrations within the stipulated period of 4 calendar Months from the date of order, penalty of Rs. 2,50,000/-per day subject to a maximum of Rs 35,00,000. The amount will be recovered by forfeiting the Performance bank guarantee. Penalty is not applicable for the reasons attributable to the NIACL or force Majeure.

#### **ESCALATION MATRIX**

The Bidder and NIACL will include an escalation matrix to resolve any issue that may crop up during the project period as given below:

Escalation level 1	Name, Designation, Contact, Email of NIACL Employee should be given	Name, Designation, Contact, Email of Bidder's Employee/Executive should be given
Escalation level 2	Name, Designation, Contact, Email of NIACL Employee should be given	Name, Designation, Contact, Email of Bidder's Authorized Signatory or above should be given





#### LOG MONITORING

As a continuous process of compliance and audit trail management, the bidder shall have the real time features on the following:

- a. Transaction Logs
- b. Application Logs
- c. Database Logs
- d. Change Request Logs
- e. User Modification Logs
- f. Fraud Monitoring Logs

The Logs shall be available on a real time basis for the Administrator with a specific access to the internal and external auditors of the company. Minimum retention of log data shall be not less than 18 months. The archived logs shall be copied in a readable format and stored for verification by the auditors for 7 years.

#### **INFORMATION SECURITY**

The Bidder personnel shall follow NIA's information & Cyber security policy and instructions on this behalf.

Bidder shall, upon termination of this Contract for any reason, or upon demand by NIA, whichever is earliest, return any and all information provided to Bidder by NIA, including any copies or reproductions, both hardcopy and electronic copy.

### **CONFIDENTIALITY**

Both parties acknowledge that all materials and information which has or will come in its possession or knowledge in connection with the performance of this agreement, hereof, consists of confidential and proprietary data, whose disclosure to ruse by third parties will be damaging or cause loss to the company. The parties agree to hold such material and information in strictest confidence not to make use thereof other than for the performance of this agreement, to release it only to employees requiring such information, and not to release or disclose it to any other parties. The parties shall take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information as per NDA is fully satisfied.

#### **Background Check Assurance:**

The Bidder shall provide reasonable background check assurance to NIA for their resources who will work on NIA's project.

#### **Right to Audit Clause:**

NIA shall also have the right to conduct, either itself or through another agency as it may





दि न्यू इंदिया एशरे न्स कं पनी लिमिटेड, प्र. का, मुंबई.

deem fit, an audit to monitor the performance/security controls by the Bidder of its obligations/functions in accordance with the standards committed to or required by NIA and the Bidder undertakes to cooperate with and provide to NIA any other agency appointed by NIA, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the Bidder failing which NIA may, without prejudice to any other rights that it may have, issue a notice of default.

## **Cyber Security Testing/VAPT:**

The bidder will conduct security testing (Vulnerability Assessment & Penetration Testing) of the portal -which is dedicated to NIA- twice in a year & shall submit the executive summary report to NIA. Any serious gaps identified during this exercise, must be plugged on priority.

#### **Business Continuity Plan:**

The bidder should have BCP, processes in place & drills should be conducted on regular frequency (At least once in a year). In case of any disaster or any equivalent phenomenon, the bidder should have capability to carry out operations apropos our engagement.

### **Data Residency Clause:**

Any non-public data pertaining to NIA's related operations must be hosted in India only.

#### **Data Ownership**

The ownership of the data shall always reside with NIACL. The Bidder will only act as a custodian of NIACL's data. No part of the NIACL's data shall be used by the Bidder for any purposes including but not limited to marketing and data mining. NIACL will have copyright on all content and media hosted on the website.

#### **17. PURCHASE PRICE**

- 17.1) Total cost of the services with support would be the Total Cost of Ownership (TCO) and has to be quoted in commercial Bid.
- 17.2) Prices payable to the Vendor as stated in the Contract shall be firm.
- 17.3) The Bidder will pass on to NIACL, all fiscal benefits arising out of reductions/regulatory changes, if any, in Government levies viz. sales tax, excise duty, custom duty, GST etc. or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.
- 17.4) All prices shall be exclusive of all applicable Taxes





#### **18. PAYMENT TERMS**

- 18.1) The final Payment process will initiate only after the Successful implementation and execution of agreement by both the parties.
- 18.2) The invoices will be raised on a monthly basis after deducting penalties. Any sort of penalties will be levied and adjusted on a quarterly basis.
- 18.3) The applicable TDS will be deducted at the time of payment of invoices. Payment will be released in the below phases:

S No		Percentage of Payment	Stages of completion of activities
1		20%	SRS and finalization of documentation by NIACL
2		20%	Deployment of Products in UAT
3	Development of UI and Product Configuration for Portals & Mobile Apps	20%	Deployment of Products in Production (Go-Live) Phase 1
4		20%	Deployment of Products in Production (Go-Live) Phase 2
5		20%	Final Deployment of all products in Portals and Mobile apps

## No credit will be given for early deliveries and installation.

For delayed deliveries and installation, penalty/liquidated damages will be applicable as mentioned in the related clauses of the RFP.

## 19. QUERIES

- 19.1) The queries, if any, can be communicated only through email on <a href="mailto:cwiss.rfp@newindia.co.in">cwiss.rfp@newindia.co.in</a> <a href="mailto:nikhil.v@newindia.co.in">nikhil.v@newindia.co.in</a>, <a href="mailto:nikhil.v@newindia.co.in">nirmal.kunwar@newindia.co.in</a> and <a href="mailto:anmol.jhamb@newindia.co.in">and</a> anmol.jhamb@newindia.co.in</a> on or before 04<sup>th</sup> July 2024, 05:00 PM in .xls/.xlsx format as per attached format in Annexure IV.
- 19.2) The queries received via any mode other than email and on email ids other than





दि न्यू इंदिया एशरे न्स कं पनी लिमिटेड, प्र. का, मुंबई.

mentioned above will not be entertained.

19.3) The Company shall not be responsible for ensuring that the bidders' queries have been received. Any requests for clarifications received after the indicated date and time will not be entertained.

19.4) The clarifications (if any) issued at any time before the due date of submission of the bid will become a part of the tender document and would be notified on the official website of the Company

#### 20. ADDENDUM/CORRIGENDUM

The vendors are advised to regularly check the NIACL website (<a href="https://www.newindia.co.in/tender-notice">https://www.newindia.co.in/tender-notice</a>)& (<a href="https://www.tenderwizard.in/NIAEPROC">https://www.tenderwizard.in/NIAEPROC</a>) for addendum/corrigendum, if any to be published by NIACL.

## 21. TECHNICAL/FUNCTIONAL SPECIFICATIONS (T&FS)

- 1. The bidder shall submit a datasheet for complying the scope of work and related technical /functional specifications as supporting documents for proving/establishing the compliance confirmed on every point.
- 2. The bidder shall also extend additional features as per regulatory and security compliance if any, which is mandatorily required to run the solution in the big enterprise level environment, without any additional cost to NIACL
- 3. Prepare user, design & technical manuals and other documents for the developed portals & mobile apps in easy to understand and user-friendly language with proper diagram, screenshots and charts wherever required.
- 4. The solution to be designed to organize business logic and presentation logic separately while developing and implementing the proposed system. Thus, restricting the database queries to be inserted inside the presentation and business logic, rather, it should be written in the database only.
- 5. Design to be attractive, latest technology based and should facilitate availability of information with minimum clicks with logical and intuitive flow.
- 6. The Portals and mobile apps should be mobile, tablet and similar device compatible (mobile first strategy to be adopted). All major browser and platform support.
- 7. The sites should be fully optimized. Attention to details, well written code and optimized icons and images.







- 8. Images should be used intelligently on the home page and in all main sections. Images used should be of high resolution and there should be no copyright issue currently or in future. Icons used should be attractive and self-explanatory. Images should be SEO optimized to maintain site speed.
- 9. Parallax Effect & Video Background should be done aesthetically to give a smooth transition, easy on eyes and can include videos, put text, images, buttons or other graphical elements for a great looking section
- 10. Images and contents should be adaptive and responsive to all formats, browsers, devices, operating systems, screen sizes, resolutions, etc.
- 11. Standardized use of design elements so that users can identify content items with ease. For example, call to action (CTAs) should be of some standard color and style as approved instead of using different styled CTAs on different pages.
- 12. The applications must be available 24\*7 on all days. The security and integrity of the database and the portals and apps must be maintained under all circumstances.

### 22. SERVICE LEVEL AGREEMENT (SLA) & PENALTY

- I. The successful bidder shall also sign a Service Level Agreement (SLA) with the NIACL to ensure the up-time of 99.98% on quarterly basis which shall be calculated as accessibility to the Portals & Mobile Applications and Product Configuration Platform services that are availed by the NIACL.
- II. If the bidder fails to maintain guaranteed up-time of 99.98% on quarterly basis, NIACL shall impose a penalty. If the up-time is below 97%, the NIACL shall have full right to terminate the contract under this RFP. The penalty shall be deducted on quarterly basis from Financial Quarter ending month's billing.
- III. The successful bidder will also have to enter into a Service level agreement for Service Support as per the terms and conditions of the RFP and covering the scope of work and technical requirements. The SLA requirements are as under: Service Parameter SLA Penalty Basis of Measurement/Remark:
  - 1) Portals & Mobile Applications and Product Configuration Platform uptime (to be calculated separately for each) ranges between 99.98%~99.00%: 5% of total quarter Bill.
  - 2) Portals & Mobile Applications and Product Configuration Platform services uptime (to be calculated separately for each) ranges between 98.99~97%: 7%of total quarter Bill.
  - 3) Portals & Mobile Applications and Product Configuration Platform services uptime (to be calculated separately for each) remains down continuously for Less than 97%: 10% of total quarter Bill & NIACL shall have the right to terminate the Contract as





दि न्यू इंदिया एशरे न्स कं पनी लिमिटेड, प्र. का, मुंबई.

per RFP

**Note:** The percentage of uptime will be calculated on quarterly basis as follows:

$$\frac{\textit{User Minutes} - \textit{Downtime}}{\textit{User Minutes}} * 100$$

The downtime calculated shall not include the following:

- 1) Down time due to any IT Infra (Provided by NIACL) failure.
- 2) Negligence or other conduct of NIACL or its agents, including a failure or malfunction resulting from applications or services provided by NIACL or its vendors.
- 3) Failure or malfunction of any equipment or services not provided by the bidder.
- 4) Penalty for the shortfall in Performance Levels / Penalty for non-performance at helpdesk.
  - 5) Instances of business impacts due to defects of the bidder or faulty deployments leading to loss of business or revenue of NIACL, penalty will be levied to the bidder which shall be proportional to the business or financial loss of NIACL.

However, it is the responsibility/ onus of the selected bidder to prove that the outage is attributable to NIACL.

Critical Level	Response Time	Resolution Time
Critical Portals, Services and Applications (Severity 1)	15 Min	Within 30 Mins of call reporting
Key Portals, Services and Applications (Severity 2)	30 Min	Within 3 Hrs of call reporting
Significant Portals, Services and Applications Portals, Services and Applications (Severity 3)	45 Min	Within 5 Hrs of call reporting







The New India Assurance Co. Ltd, HO, दि न्यू इंदिया एशरे न्स कं पनी लिमिटेड, प्र. का, मुंबई.

Individual components not
impacting availability of Critical/Key
Portals, Services and Applications
(Severity 4)

Within 8 Hrs of call reporting

#### **Service Level Management:**

1. Monitoring and Reporting Threshold Breaches: The bidder should implement systems to monitor service level agreements (SLAs) and promptly report any breaches to support officers. This involves setting up automated monitoring tools or systems that can detect when service levels fall below agreed-upon thresholds. Additionally, the bidder should establish procedures for notifying relevant stakeholders when breaches occur, ensuring timely resolution and minimal disruption to operations.

1 hr

- 2. Providing Historical Data and Trends: The bidder should have mechanisms in place to collect and analyse historical data related to service levels. This data can help identify patterns, trends, and areas for improvement in service delivery. By leveraging historical data, the bidder can make informed decisions about adjusting service levels, optimising resources, and enhancing overall service quality.
- 3. Interfacing with Customers: The bidder should serve as the primary point of contact for customers regarding service levels. This involves establishing clear channels of communication and providing responsive support to address any concerns or inquiries related to service delivery. Effective communication with customers is essential for maintaining transparency, building trust, and ensuring customer satisfaction.
- 4. Recording Escalation Actions: In the event of service level breaches or escalations, the bidder should maintain detailed records of actions taken to address the situation. This includes documenting the nature of the breach, the steps taken to resolve it, and any follow-up actions required to prevent future occurrences. By keeping comprehensive records, the bidder can demonstrate accountability and track the effectiveness of corrective measures over time.
- 5. Identifying Underlying Causes of Incidents and Problems: The bidder should conduct thorough investigations to identify the root causes of incidents and problems affecting service levels. This involves analysing data, conducting root cause analysis, and collaborating with relevant stakeholders to implement corrective actions. By addressing underlying issues, the bidder can minimize the recurrence of incidents and improve overall service reliability.
- 6. Providing Statistics and Trends for Reporting: The bidder should generate regular reports on service level performance, including key statistics, trends, and analysis. These reports should be tailored to meet the specific needs of stakeholders, providing actionable



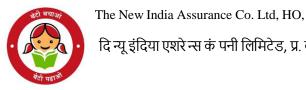


The New India Assurance Co. Ltd, HO, दि न्यू इंदिया एशरे न्स कं पनी लिमिटेड, प्र. का, मुंबई.

insights into service delivery. By presenting clear and concise information, the bidder can facilitate informed decision-making and continuous improvement efforts.

- 7. Offering Information on Change Impacts: The bidder should assess the impact of changes to the IT infrastructure on service level targets. This involves evaluating proposed changes, identifying potential risks, and communicating the implications to stakeholders. By proactively addressing change impacts, the bidder can minimize disruptions to service levels and ensure seamless transitions during implementation.
- 8. Tracking Service Improvements: The bidder should track improvements in service levels since the establishment of SLAs. This involves monitoring key performance indicators (KPIs), benchmarking against industry standards, and measuring progress over time. By quantifying improvements, the bidder can demonstrate the value of its services and identify areas for further enhancement.
- 9. Identifying Faulty Configurations: The bidder should have mechanisms in place to identify services affected by faulty configuration implementations. This involves conducting regular audits, performing configuration checks, and documenting any deviations from established standards. By proactively identifying and addressing configuration issues, the bidder can mitigate risks to service levels and maintain system integrity.
- 10. Ensuring Agreements for Business Functions: The bidder should identify the components and functions that combine to deliver business services. This involves establishing agreements and dependencies between different components to ensure alignment with SLAs. By mapping out these relationships, the bidder can effectively manage service delivery and prioritize resources based on business priorities.
- 11. Assessing and Consolidating Service Levels: The bidder should assess and consolidate service levels across multiple vendor contracts. This involves evaluating existing SLAs, identifying overlaps or inconsistencies, and harmonizing service level commitments where necessary. By streamlining service levels, the bidder can simplify management processes and ensure consistency in service delivery.
- 12. Implementing Tracking Processes: The bidder should implement processes to track and report on service levels. This involves establishing metrics, defining data collection methods, and implementing tools or systems to monitor performance. By maintaining accurate and up-to-date records, the bidder can track progress, identify areas for improvement, and demonstrate compliance with SLAs.
- 13. Regular SLA Reviews: The bidder should regularly review SLAs to ensure they meet NIACL's requirements and reflect changes in business needs or priorities. This involves conducting periodic reviews, soliciting feedback from stakeholders, and updating SLAs as necessary. By keeping SLAs current and relevant, the bidder can ensure alignment with organizational objectives and maintain customer satisfaction.





- 14. Tracking SLA Changes through Change Management: The bidder should track changes to SLAs through the change management process. This involves documenting proposed changes, assessing their impact on service levels, and obtaining approval from relevant stakeholders before implementation. By integrating SLA changes into the change management process, the bidder can ensure consistency and minimize risks to service delivery.
- 15. Providing Periodic Status Updates: The bidder should provide periodic status updates on service level maintenance across all tracked components and services. This involves generating reports, conducting reviews, and communicating progress to stakeholders. By keeping stakeholders informed, the bidder can foster transparency, accountability, and trust in its service delivery capabilities.
- 16. Calculating Penalties for Defaults: The bidder should establish procedures for calculating penalties in the event of service level defaults. This involves defining penalty criteria, assessing the severity of breaches, and applying appropriate sanctions as outlined in SLAs. By enforcing penalties for defaults, the bidder can incentivize adherence to service level commitments and maintain accountability among stakeholders.
- 17. Compiling Documentation for Vendors: The bidder should compile the necessary documentation and evidence required to be shared with vendors. This includes SLAs, performance reports, audit findings, and any other relevant documentation. By providing comprehensive documentation, the bidder can ensure clarity, transparency, and accountability in its relationships with vendors.

#### 22. SUB-CONTRACTING

The services offered to be undertaken in response to this RFP shall be undertaken to be provided by the Bidder directly employing their employees, and there shall be no subcontracting done by the Bidder without prior approval of NIACL.

1. In the event of the bidder engaging another vendor (sub vendor) to execute the associated activities of the portal/apps including super apps including but not limited to security management, NIACL should be informed about the activity in advance in writing. The engagement can be performed only with the prior written approval of NIACL and shall not violate rule of Law, regulatory compliance and also be restricted to not more than 10% or as approved by NIACL of overall activity of the bidder. NIACL reserves the right to refuse and ask for replacement of any such sub vendor without disturbing the business as usual. Any legal, product liability including the liability on Intellectual property, infringement, third party liability shall be borne by the bidder even if the act emanates from omission/commission of such sub vendors.





## दि न्यू इंदिया एशरे न्स कं पनी लिमिटेड, प्र. का, मुंबई.

#### 23. DEVIATION FROM SPECIFICATION

22.1) Against each item in the pre-qualification & technical bid criteria as per Annexure I & II, the requirements stated are of minimum criteria expected, compliance to which is mandatory. However, if the bidder wishes to depart from the pre-qualification & technical bid criteria in any respect, he shall draw the attention to such points of departure explaining fully the reasons thereof and furnish the same as per Annexure III. Unless this is done, the requirements of pre-qualification & technical bid criteria will be deemed to have been accepted in every respect.

22.2) The Company reserves the right to accept/reject any or all of the deviations shown by the bidder

#### 24. INSPECTION BY THE COMPANY OFFICIAL

NIACL representatives shall have free access to the vendor's work premises at any time during working hours for the purpose of inspecting. The successful bidder shall provide the necessary facilities for such inspection.

#### **25. ROYALTIES AND PATENTS:**

Any royalties or patents or the charges for the use or infringement thereof that may be involved in the contract shall be included in the price. The bidders shall protect NIACL against any claims thereof

#### **26. VIOLATIONS BY VENDOR**

The selected vendor may be blacklisted for future & security deposit will be forfeited in case serious violations are observed and NIACL's decision in this matter will be final and binding on the vendor.

#### 27. AGREEMENT

The successful bidders shall enter into a detailed Agreement with the Company. The contract period for providing Integration & Implementation of Web & Mobile Applications and related services will be for a period of Three Years from the date of Agreement. SLA mentioned in the RFP will cover performance and availability of the solution deployed for Integration & Implementation of portals/apps and related services

The performance of the selected bidder shall be reviewed every year and if the vendor fails to meet expectations of NIACL, NIACL reserves the right to terminate the contract at its sole discretion by giving three months' notice. Any offer falling short of the contract validity period (Three Years from the date of Agreement) is liable for rejection.

#### 28. Integrity Pact





The New India Assurance Co. Ltd, HO, दि न्यू इंदिया एशरे न्स कं पनी लिमिटेड, प्र. का, मुंबई.

The Integrity Pact (IP) duly signed by the authorized official of NIA and the Contractor, will form part of the contract / supply order. Performa of the IP is enclosed along with the tender document (Annexure- XI) and shall be returned by the bidder along with the technical bid, 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	vishwamitram1@gmail.com
2	Shri Rais Ahmad	9910007239	ahmadrais1959@gmail.com

#### **SECTION II**

### PART A – TECHNICAL BID (ONLINE)

The technical bid, apart from the online template filling up, should contain the scanned copies of following documents. The documents shall be arranged in the same order as mentioned in online bidding format.

- a) Demand Draft/ Bank Cheque for Tender Document Fees.
- b) Eligibility Criteria as per Annexure-I along with supporting documents.





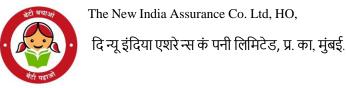
दि न्यू इंदिया एशरे न्स कं पनी लिमिटेड, प्र. का, मुंबई.

- c) Technical Compliance as per Annexure -II
- d) Deviations, if any as per Annexure-III
- e) Non-Blacklisting Undertaking as per Annexure V
- f) Integrity pact (Duly signed and stamped) as per Annexure –XI
- g) Bid Security Declaration as per Annexure XII
- h) Power of Attorney / Authorization Letter
- i) Other supporting documents as per the tender requirement.

### PART B – TECHNICAL BID (OFFLINE)

The following documents are required to be submitted offline in physical/hard copies to The Chief Manager, Information Technology Department, Ground Floor, The New India Assurance Co. Ltd., Head Office, 87, M G Road, Fort, Mumbai-1 by 05.00 PM, 18<sup>th</sup> July, 2024, in one sealed envelope super-scribed as "Offline Document Submission" for "Request for Proposal (RFP) for MICROSERVICES BASED CONFIGURABLE SOFTWARE PLATFORM FOR PORTAL AND MOBILE APPS WITH DIGITAL PRODUCT LIBRARY HOSTED ON CLOUD" (NIACL/HO/IT/Digital/06-24/01)" failing which the bidder may be disqualified and their tender may not be opened:





- a) Original DD/Bankers' Cheque towards tender document fees.
- b) Integrity pact (duly signed and stamped) as per Annexure –XI
- c) Bid Security Declaration as per Annexure XIII

The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the submitted bid will not be acceptable.

## PART C - COMMERCIAL BID (ONLINE)

Commercial bid as per Annexure-VI

Note: No offline documents are required to be submitted for commercial bid

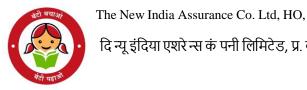
#### **SECTION III**

#### **GENERAL TERMS & CONDITIONS**

## 1) PROCEDURE FOR PROCESSING THE TENDER DOCUMENT:

1.1) The Committee constituted by the Company will open the Cover 'A' electronically and off-line document cover physically. In case the cover 'A' does not contain Pay Order/Demand Draft towards tender document fees, Bank Security Declaration (BSD), their offer would be rejected.





- 1.2) Each and every aspect in the Eligibility Criteria and Technical Bid including deviations, if any, would be discussed by the Committee. Only those Bids complied with technical criteria shall become eligible for commercial Bid opening and further RFP evaluation process.
- 1.3) The commercial Bids of technically qualified bidders will be opened by the Committee and the lowest commercial bid (L1) will be considered as base price for calculation of weighted score.
- 1.4) This procedure is subject to changes, if any, and the procedure adopted by the Company for opening the tender shall be final and binding on all the parties.
- 1.5) Reverse auctioning is applicable on basis of TCO.

### 2) TECHNICAL EVALUATION

- 2.1) Only those Bidders and Bids who have been found to be in conformity with the terms and conditions of Technical Eligibility Criteria would be considered by the Company for further detailed Commercial Evaluation.
- 2.2) The Company will evaluate the technical bid for each and every line item for its conformity with the specifications as stated in the RFP.
- 2.3) During evaluation and comparison of bids, the Company may, at its discretion, ask the bidders for clarification if any. The request for clarification shall be either through email or a query through e-Procurement portal. No post bid clarification/suggestions at the initiative of the bidder shall be entertained.

### 3) PRICE (COMMERCIAL) BID EVALUATION

- 3.1) Only those Bidders who qualify in Eligibility Criteria Evaluation and Technical evaluation would be shortlisted for commercial evaluation conducted by the Company's authorised e-Procurement service provider, details of which are provided in Annexure–X.
- 3.2) The successful bidder must provide price breakup as per Annexure-VI.
- 3.3) The commercials are to be submitted based on the development and maintenance of the Portal and Mobile applications including COnfiguration platform and other allied services given in Commercial bid (Annexure – VI).

#### 4) CONTACTING NIACL

- 4.1) For any clarifications, bidder can contact NIACL through formal channels either over email or E-proc website.
- 4.2) No Bidder shall contact NIACL on any matter relating to its Bid, from the time of





दि न्यू इंदिया एशरे न्स कं पनी लिमिटेड, प्र. का, मुंबई.

opening of Price Bid to the time the Contract is awarded.

4.3) Any effort by a Bidder to influence NIACL in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bidder's Bid.

### 5) AWARD CRITERIA

- 5.1) Contract will be awarded to the bidder on the basis of Techno Commercial marking.
- 5.2) NIACL will notify successful Bidder(s) in writing by email that the Bid(s) has/have been accepted. The Selected Bidder has to return the duplicate copy of the same to the NIACL within 7 working days, duly Accepted, Stamped and Signed by Authorised Signatory in token of acceptance.
- 5.3) The successful Bidder will have to submit a Non-Disclosure Agreement (wherever applicable) as per Annexure VIII of this document together with acceptance of all terms and conditions of RFP.
- 5.4) Copy of board resolution or power of attorney showing that the signatory has been duly authorised to sign the acceptance letter, contract and NDA should be submitted.
- 5.5) The notification of award will constitute the formation of the Contract.
- 5.6) The successful Bidder(s) shall be required to enter into a contract/ SLA with NIACL, within 30 days of award of the tender or within such extended period as may be decided by NIACL
- 5.7) Until the execution of a formal contract, the Bid document, together with the NIACL's notification of award and the vendor's acceptance thereof, would constitute a binding contract between NIACL and the successful Bidder
- 5.8) The contract/ agreement will be based on Bidder's offer document with all its enclosures, modifications arising out of negotiation /clarifications etc. and will include SLA, project plan phases & milestones and schedule, copies of all necessary documents, licences, certifications etc.
- 5.9) NIACL reserves the right to stipulate at the time of finalisation of the contract if any other document(s) need(s) to be enclosed as a part of the final contract.
- 5.10) Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award

#### 6) GENERAL GUIDELINES FOR BIDDERS





दि न्यू इंदिया एशरे न्स कं पनी लिमिटेड, प्र. का, मुंबई.

1. While submitting the bid, the bidder is required to comply with inter alia the following CVC guidelines detailed in Circular number 03/01/12 (12-02-6 CTE\SPI(I)2\161730) dated 13-01-2012.

(Commission has decided that in all cases of procurement the following guidelines may be followed - )

- a. In a RFP, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same RFP. The reference of item/product in the CVC guidelines referred to the final solution that bidders will deliver to the customer.
- b. If an agent submits a bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same RFP for the same item/product.

### 7) AGREEMENT

The successful bidder shall enter into a detailed Agreement. A Performa/draft Agreement is provided in Annexure-VII. However, the Company reserves the right to alter/vary/amend/modify all or any of the terms set out in the said Performa/draft Agreement

Enc	losures:
-----	----------



## **Annexure-I (Pre-Qualification Criteria for bidders)**

Annexure-II (Proforma for Technical Bid)

**Annexure-III (Deviations Format)** 

**Annexure-IV (Queries format)** 

**Annexure-V (Non Blacklisting Undertaking)** 

**Annexure-VI (Commercial Bid)** 

**Annexure-VII (Agreement Format)** 

Annexure-VIII (NDA Format)

**Annexure-IX (Integrity Pact Instructions)** 

Annexure- X (Special Instructions to Bidders for E-Tendering)

Annexure-XI (Integrity Pact)

**Annexure – XII (Bid Security Declaration)** 

Annexure - XIII (Land Border with India)

Annexure-XIV (List of Portals)

Annexure-XV (List of Products under scope)



### **ANNEXURE - I**

## **ELIGIBILITY CRITERIA FOR BIDDERS**

The bidder shall satisfy the criteria mentioned below and submit documentary proof. The bidder must submit the Registration number of the firm along with the GSTIN and PAN number.

S No.	Eligibility Criteria	Supporting documents Required	Complied (Yes/No)
1	The Bidder should be a registered Company in India as per Indian Companies Act, 1956 or Indian Companies Act, 2013 and should have a minimum of three continuous years of service in Web and mobile application Development and related services	Copy of Certificate of Incorporation issued by the Registrar of Companies.	
2	The bidder should have an Annual Turnover of Rs.100 Crores in the last three (3) financial years.	Certificate from a CA mentioning turnover and profit/loss for last three financial years	
3	The Bidder should have executed Web Development services for at least 1 (ONE) Insurance entity in India preferably Public Sector Company (other than NIACL). The solution offered should be currently running successfully in at least 1 (One) PSU/BFSI in India (other than NIACL).	Purchase Order and Project Completion Certificate of the Insurance entity	
4	The bidder should submit at-least 3 customer satisfactory performance and support letters from banks/financial institutions/organisations in India (other than NIACL)	Reference Letter	
5	The bidder should not be blacklisted by any Central/State Govt. depts./Public Sector Banks / Financial Institutions in India at the time of submitting bid.	Self-Declaration required	
6	The Bidder should hold a valid GST Registration & should be registered with the appropriate authorities for all applicable statutory taxes/duties.	GSTIN Acknowledgement / GSTIN Registration /	





		पटा पढ़। ज	
		Certificate / Self Declaration	
7	The Bidder must have below certifications: CMMI level 3 certified & ISO 27001 certified	Copy of Valid Certificate(s) to be provided	
8	The bidder should be a Cloud Service Provider (CSP) or a certified partner of a Cloud Service Provider. In case of a bidder, who is not a CSP, the bidder should have an agreement with CSP to host services on Cloud and should have back to back support service agreement with the CSP	CSP's authorisation form in case of certified partner. If the CSP is participating, then certificate of CSP for hosting in India should be provided	
9	The Bidder must have its own Support Center for 24*7 support to NIACL in India, preferably located in Mumbai.	Self-declaration along with the details of the manpower, qualification of resources, number of lines available to call or the ticketing tool followed should be furnished.	
10	The CSP should be Meity, Government of India empaneled	Copy of Meity empanelment	
11	Application Monitoring Solution: The proposed application monitoring solution on Cloud should be implemented and operational in India.	Bidder should provide minimum one Purchase Order with Project Completion Certificate	
12	Automatic Disaster Recovery Solution: The proposed solution on Cloud should have been implemented and operation for at least one client in India.	Relevant credential letter for stipulated criteria from the customer.	
13	API Gateway: The proposed solution on Cloud should have been implemented and operation for at least one client in India.	Relevant credential letter for stipulated criteria from the customer.	







	•		
14	Password-less authentication (Single Sign On): The proposed solution on Cloud should have been implemented and operation for at least one client in India.	Relevant credential letter for stipulated criteria from the customer.	
15	Cloud Infrastructure Provider should have presence in at least two cities in India and should have following certificates:  a. ISO 27001 b. ISO 27002 c. ISO 27017:2015 d. ISO 27018 e. PCI-DSS f. ISO 20000-1 g. STQC (Standardized Testing and Quality Certification)	Valid document certificates need to be submitted and the same should be valid as on the date of bid submission	
16	An external testing agency with experience of functional testing of Core Applications in Insurance. The bidder should have experience in conducting functional/UAT testing of the Portals and Mobile Apps along with migration testing experience on Core Applications using the latest tools	Valid Agreement Copy need to be submitted and the same should be valid as on the date of bid submission	
17	Load Balancer: At least one Load Balancing should have been implemented in Insurance Company in India	Relevant credential letter for stipulated criteria from the customer.	
18	At least one Hardware Security Module (HSM) under FIPS 140-2 should have been implemented along with the Knowledge Management System (KMS) in India.	Relevant credential letter for stipulated criteria from the customer.	
19	Dev SecOps, MLOps should have been implemented for at least one Organization	Relevant credential letter for stipulated criteria from the customer.	
20	Experience in benchmarking and stress- testing of new Cloud infrastructure for at least one BFSI Organization	Relevant credential letter for stipulated criteria from the customer.	







21	Experience of developing Underwriting Logic at Portal and Mobile App without contradicting or dependency on Core Application should have been performed at least for one Insurance Company.	Relevant credential letter for stipulated criteria from the customer.	
22	Experience of developing an Underwriting engine through Portal, Premium Calculator should have been performed for at least one Insurance Company	Relevant credential letter for stipulated criteria from the customer.	
23	Experience of embedding Optical Character Recognition (OCR) within Portal and Mobile Apps should have been performed with at least one BFSI Organization	Relevant credential letter for stipulated criteria from the customer.	
24	Experience of embedding Fraud Monitoring tool with Deep Learning or Artificial Intelligence enabled fraud monitoring tool should have been performed with at least one BFSI Organization	Relevant credential letter for stipulated criteria from the customer.	
25	Experience of using an auto populated source information to fill the proposal form should have been implemented for at least one BFSI Organization	Relevant credential letter for stipulated criteria from the customer.	
26	Experience of geo-tagging and ability to upload multi location data under one Insurance certificate should have been implemented for at least one Insurance Company	Relevant credential letter for stipulated criteria from the customer.	

## (Documentary proof to be submitted)

- a) Year of registration & Registration number/Certificate of Incorporation
- b) GST Identification number
- c) PAN Number

## **Reference Customer Details**

S No.	O		Cont	act Details	
	Organization	Name Designation Phone No. E mail id			
1					







2					
3					

#### Note:

- a. Bidder response should be complete with all relevant documents attached.
- b. Documentary proof, sealed and signed by authorized signatory, must be submitted
- c. Details of clients and relevant contact details are mandatory. Bidders may take the necessary approval of the clients in advance before submission of related information. NIA will not make any separate request for submission of such information.
- d. NIA may contact the bidder referenced customer for verifications of facts and hence the bidder should ensure that their customers are intimated in advance. In case NIA wishes to visit such customers, the bidder has to take necessary approvals and arrange the meeting. NIA will not make any separate request to the bidder's customers for this purpose.
- e. Proposals of the bidders may be rejected in case of incomplete/false information or non-submission of documentary proof.

(Documentary proof to be submitted)

Sr. No.	Customer Name	Purchase Order reference	Date
1			
2			
3			

### **Authorized Signatory**

(Name & Designation, seal of the firm)

List of Employees and Location details:

S	Name of Location	Number of	Number of Employees
---	------------------	-----------	---------------------





## दि न्यू इंदिया एशरे न्स कं पनी लिमिटेड, प्र. का, मुंबई.

No	Development centers	

Project team involved along with designation and experience

S No.	Designation	No. of resources	Experience/Qualification



## PROFORMA FOR TECHNICAL BID

(On firm's letterhead)

1. Bidder Information:
a) Name of the Company:
b) Registered Address:
c) Local Office Address:
2. Contact Person:
a) Name:
b) Designation:
c) Mobile Number:
d) Landline Number:

## Compliance to be submitted by bidder in the below format for required Technical Specifications as per scope of work

C.N.		Compli ance	
S No	Technical Specification	(Yes/N o)	Remarks
	Development, configuration and Integration of products & platform, complying with all the features as mentioned in the scope of work of this RFP		
2	UI/UX requirements		
3	Security requirements		
4	Product Configurator Management System		
5	Scalability to integrate with various systems; and to add more regional languages under corporate website in future and maintenance thereof		
6	SEO & Digital Marketing		





	पदा पहा <sup>क</sup>	
7	Web and Mobile apps to conform to the international accessibility standards, the World Wide Web Consortium (W3C), GIGW Govt. of India Guidelines for websites and the Web Content Accessibility Guidelines (WCAG) 3.0 Level AA, Google Core Web Vitals	
8	Web and Mobile applications should be optimized in all major OS platforms (Mac OSX, Windows OS and Linux and any other OS platform) for desktops, laptops, tablets and mobiles (etc. Android, iOS, Bada, Blackberry OS, Symbian OS, Tizen OS, Color OS etc), device agnostic (responsive design for desktops, laptops, tablets, mobiles etc.) of and all browsers (Chrome, Safari, Firefox, Edge, IE etc.), and fit-to- handset / tablet size.	
9	Branch Locators with geo-tagging enabled, with advanced search facility	
10	Advanced / intelligent and predictive search	
11	Integration with existing CORE insurance	
12	Integrations with Partners and Third party systems	
13	Multiple Layout designs for Home page and inner pages	
14	Content Management system for Web and Mobile applications	
15	Web and Mobile apps should be scalable and have features to include multi- lingual capabilities, news, announcements, chat facility, multimedia posts, audit trail, site search, photo gallery sliders in modern/trendy design etc.(all standard features)	
16	POC, Presentation & interactions, references	
17	Dedicated facility management supporting 24 hours on all 365 days. 24x7x365 support of successful bidder will be required for any content update or as per prioritized requirement of NIACL	
18	Creation, deletion and modification of any number of fields/parameters from time to time as per requirement of the NIACL during the contract without any extra cost to NIACL	
19	Implementation of all regulatory and NIACL-specific requirements in the defined timelines	
20	Apart from the above major features included in this table, all other points mentioned in the scope of work shall be complied with (If not, please specify)	
21	Security compliance implementation	
22	Reporting, analytics and Dashboards	
23	Development of all the products as mentioned in scope	





## दि न्यू इंदिया एशरे न्स कं पनी लिमिटेड, प्र. का, मुंबई.

24	Integration with Payment gateway	
25	Integration with CORE and other existing NIACL's systems	
26	Generation of Policy and other related documents	
27	Integration with partners like OEM's, Web Aggregators etc.	
25	List of minimum number of dedicated support resources	

We confirm to comply with all scope and technical specifications as per RFP and in line with best industry standards.

Place: Authorized Signatory
Date: Name & Designation:

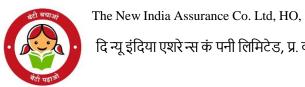
Business Address & Email ID:

Office Seal:

# Apart from the Documents of Proof mentioned above, following documents also shall be submitted with this proforma:

- 1. A brief profile of the firm mentioning the address of its registered head office and addresses of all branch offices.
- 2. Bank account RTGS details (attach a canceled cheque)
- 3. Copy of PAN/TAN numbers.
- 4. Copy of Income Tax Return for last two Financial Years i.e. FY 2023-24 and 2022-23. If the return for FY 2023-24 is not available, the bidder may submit for FY 2021-22.
- 5. Audited accounts (Balance Sheet and Profit and Loss Account etc.) for the last two years i.e. FY 2023-24 and 2022-23. If the report for FY 2023-24 is not available, the bidder may submit for FY 2021-22.
- 6. Any document which can be taken as proof of similar type of activity /assignment completed or in process presently with any organization.
- 7. Copy of GSTIN Registration Certificate.
- 8. Certificate by the Bidder to the effect that the firm or its subsidiaries is not blacklisted by Central Govt. including its PSU.





- 9. Tender Acceptance Letter on firm's letterhead which should be filled, signed and stamped/certified properly.
- 10. Certificate that the company is registered with all Government/statutory authorities such as Sales Tax Department, Income Tax Department, etc. as required in the normal course of business to render similar services.
- Date: \_\_\_\_\_ Place: \_\_\_\_\_ Note: \* Authorisation letter should be attached Signature of authorized person with seal

Name of Authorized\* Signatory ......

11. Authorisation Letter for Authorized Signatory\*.





## दि न्यू इंदिया एशरे न्स कं पनी लिमिटेड, प्र. का, मुंबई.

## **ANNEXURE - III**

### **DEVIATIONS FORMAT**

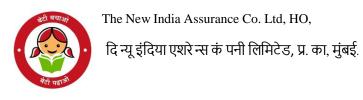
S/N	Bidder's Name	Page No.	Clause(tender Ref)	Description in the tender (tender Ref)	Deviation Details	Reasons For Deviation
1						
2						

Note: - NIACL reserves the right to accept/reject any or all of the deviations shown by the bidder.

**Authorized Signatory** 

(Name & Designation, seal of the firm)





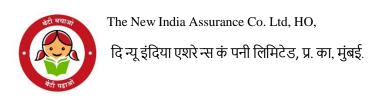
### **ANNEXURE - IV**

## **QUERIES FORMAT**

Sr. No	Bidder Name	Page No. (tender Ref)	Clause (tender Ref)	Description in the tender (tender Ref)	Query
1					
2					

Note: Queries may be communicated only through e-mail and response to query will be by return e-mail. No queries will be accepted on telephone or through any means other than e-mail. The queries should be sent in .xls/.xlsx format with above fields only.





## **ANNEXURE - V**

## **NON-BLACKLISTING UNDERTAKING**

Tender Ref: NIA/HO/IT/Digital/05-24/01

We, M/s, participating in the bid, confirm that we have not been disqualified/blacklisted/de-panelled and the product quoted is not disqualified/blacklisted/de-panelled by any Central/State Government Department/Public Sector Banks/Financial Institutions in India including NIACL during the last three years starting from January, 2018 till last date of submission of this tender.				
Dated at	this	day of	20	
Signature of the Co	ompany Secretary	<i>r</i> Signature		
Signature				
Name:				
Designation:				
Name & Address o	f the company:			
Seal of the Compar	ny			



## **ANNEXURE -VI**

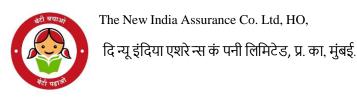
### **COMMERCIAL BID**

Sr. No	Туре	Total Cost (in INR)
1	Development, Integration and Implementation Cost	
2	Maintenance and Annual Technical Support (ATS) Cost for 3 Years	
3	Cloud hosting on neutral environments with best security standards and compliance with ISO standards	
4	Cost for adding new products (Portal & Apps)	
5	Cost per Change request for all the products implemented in portal/apps and related activities (In terms of Person Days)	
Total Cost Of The Project (TCP) in figures		1+2+3+4+5
<b>Total Cos</b>	t Of The Project (TCP) in words	

No other reconciliation or hidden charges will be paid other than what is quoted in this Annexure.

Note: - All price shall be exclusive of all applicable Taxes





#### **ANNEXURE-VII**

#### **Agreement Format**

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

This agreement made on this	day of	between
hereinafter called the "BIDDER" a	and THE NEW IND	IA ASSURANCE CO.
LTD., hereinafter called "THE COMPANY" sets	forth the terms a	nd conditions for the
"Request for Proposal (RFP) for the Micro Serv	vices based Config	jurable Software
Platform with Digital Product Library & UI for	<b>Portals and Mobi</b>	le Apps hosted on
Cloud (Tender No: NIA/HO/IT/Digital/05-24/0	1)"	

# **1.0) PRICE**

- 1.1) The bidders should quote only the base price. All applicable taxes will be paid as actuals.
- 1.2) The price shall be all inclusive of labor cost, ex-factory price per unit, packing, forwarding, freight, transit insurance, Excise duty, road permit charges, Installation and integration charges, other duties, if any, delivery, installation, commissioning and testing charges.
- 1.3) Prices for all the components are valid for the period of 03 Years from the date of first Purchase order from NIA.

#### 2.0) PROJECT SCHEDULE

- 2.1) All the services shall be delivered within 3 weeks from the date of purchase order(s), inclusive of purchase order date.
- 2.2) In case bidder is not able to complete required integrations within stipulated period of 3 calendar Weeks from the date of order, penalty of Rs. 2,50,000/- per day subject to a maximum of Rs 35,00,000. The amount will be recovered by forfeiting the Security deposit. Penalty is not applicable for the reasons attributable to the NIACL or force Majeure.
- 2.3) The penalty shall be recovered for delayed deliveries, without prejudice to any other right or remedy available under the Purchase Order.
- 2.4) The company reserves the right to cancel the contract if the above delivery schedules are not adhered to by the selected bidder.





दि न्यू इंदिया एशरे न्स कं पनी लिमिटेड, प्र. का, मुंबई.

# 3.0) SCOPE OF WORK (SOW)

The Scope of Work of bidder has been specified from pages 13 to 36 of this RFP document.

# 12.3 Contract Expiry/Termination

- 1. The Vendor shall handover the solution in 100% working condition on termination or at the end of the contract. Any breakdown call that has been reported before termination of the contract shall have to be corrected by the Vendor before handing it over to NIACL.
- 2. After successful completion of contract terms/termination and if service term not been extended, bidder has to cooperate with NIA or any of its designated 3rd party for migration of complete data to on premise/ cloud hosted infrastructure on mutually agreed terms.
- 3. The Bidder should handhold the migration process until the entire Solution / Data gets ported completely.
- 4. The Bidder should sort out operability issue, if any, for smooth shifting of such data.
- 5. Service providers should be responsible to destroy the data upon request from NIA as per NIA Data Destruction Policy, with special emphasis on destroying all data at all locations.

**Duration of Agreement and Period of work:** The initial duration of work shall be from the date of award till the expiry of **Three years** from the date of award of contract. The contract may be ended or extended for further **Two years**, subject to performance review after three years, with the revised or as is terms and conditions, at the sole discretion of NIACL.

#### Period of validity of rate quoted:

The quoted rates would remain valid till the completion of three years from the date of award of contract.

## SERVICE LEVEL AGREEMENT (SLA) & PENALTY

- a) The successful bidder shall sign a Service Level Agreement (SLA) with the NIACL to ensure the up-time of 99.98% on quarterly basis which shall be calculated as accessibility to the web and mobile applications, quote generation, policy issuance, claims processing and other related services, that are availed by the NIACL.
- b) If the bidder fails to maintain guaranteed up-time of 99.98% on quarterly basis, NIACL shall impose penalty. If the up-time is below 97%, the NIACL shall have full right





दि न्यू इंदिया एशरे न्स कं पनी लिमिटेड, प्र. का, मुंबई.

to terminate the contract under this RFP. The penalty shall be deducted on quarterly basis from Financial Quarter ending month's billing.

- c) The successful bidder will also have to enter into a Service level agreement for Service Support as per the terms and conditions of the RFP and covering the scope of work and technical requirements. The SLA requirements are as under:
- 1) Portals & Mobile App and related Services uptime (to be calculated separately for each) ranges between 99.98%~99.00%: 5% of total quarter Bill.
- 2) Portals & Mobile App and related Services uptime (to be calculated separately for each) ranges between 98.99~97%: 7% of total quarter Bill.
- 3) Portals & Mobile App and related Services uptime (to be calculated separately for each) remains down continuously for Less than 97%: 10% of total quarter Bill & NIACL shall have the right to terminate the Contract as per RFP

**Note:** The percentage of uptime will be calculated on monthly basis as follows:

$$\frac{\textit{User Minutes} - \textit{Downtime}}{\textit{User Minutes}} \times 100$$

The downtime calculated shall not include the following:

- 1) Down time due to any IT Infra (Provided by NIACL) failure.
- 2) Negligence or other conduct of NIACL or its agents, including a failure or malfunction resulting from applications or services provided by NIACL or its vendors.
- 3) Failure or malfunction of any equipment or services not provided by the bidder.

However, it is the responsibility/ onus of the selected bidder to prove that the outage is attributable to NIACL.

Delay in integration - In case bidder is not able to complete required integrations within stipulated period of 3 calendar Months from the date of order, penalty of Rs.2,50,000/- per day subject to a maximum of Rs.35,00,000/-. The amount will be recovered by forfeiting the Performance bank guarantee. Penalty is not applicable for the reasons attributable to the NIACL or force Majeure

**5.0) PAYMENT TERMS:** The payments shall be released on monthly basis after deducting penalties, if any, and subject to submission of invoice, MIS reports, Security Deposit. The Company also reserves the right to prescribe additional documents for release of payments and the bidder shall comply with the same.

#### 6.0) GENERAL TERMS: -







दि न्यू इंदिया एशरे न्स कं पनी लिमिटेड, प्र. का, मुंबई.

- 6.1) The agreement shall be in force for a period of 3 years from the PO date with further 2-year service commitment (Commercials and other terms and conditions for the extended service period will be revised or as-is on same terms and conditions, which is at the sole discretion of NIA)
- 6.2) The successful bidder shall require signing a NDA as per Annexure VIII with NIA to maintain and protect the confidentiality of Data.
- 6.3) The Integrity Pact (IP) duly signed by the authorized official of NIA and the Contractor, will form part of the contract / supply order. Performa of the IP is enclosed along with the tender document (Annexure XI) and shall be returned by the bidder along with the technical bid, 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. Shri Surendra Pal Gaur and Shri Subramanya Suria Narayana Moorthy are the Independent External Monitors (IEM) at NIA.

# 7.0) ROYALTIES AND PATENTS

Any royalties or patents or the charges for the use or infringement thereof that may be involved in the contract shall be included in the price. The bidders shall protect the Company against any claims thereof.

#### 8.0) SAVINGS CLAUSE

The bidder's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent the bidder's non-performance is caused by Company's omission to act, delay, wrongful action, failure to provide Inputs, or failure to perform its obligations under this Agreement.

#### 9.0) LIMITATION OF LIABILITY & INDEMNITY

The bidder represents and warrants that the repair and maintenance of services/products hereby sold do not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or other entity. The bidder agrees that it will and hereby does, indemnify the company from any claim, directly resulting from or arising out of any breach or claimed breach of this warranty. Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, the maximum aggregate liability of bidder for all claims under or in relation to this Agreement, shall be, regardless of the form of claim(s), shall be limited to order value of this contract. Neither party shall be liable to the other for any special, indirect, incidental, consequential (including loss of profit or revenue), exemplary or punitive damages whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages.

दि न्यू इंदिया एशरे न्स कं पनी लिमिटेड, प्र. का, मुंबई.





# 10.0) DEEMED ACCEPTANCE

Any Deliverable(s) / Work Product(s)/installation & commissioning provided to the Customer shall be deemed to have been accepted if the customer puts such Deliverable(s)/ Work Product(s) /installation & commissioning to use in its business or does not communicate its disapproval of such Deliverable(s) / Work Product(s) /installation & commissioning together with reasons for such disapproval within 30 days from the date of receipt of such Deliverable(s) / Work Product(s) /installation & commissioning.

# **11.0) NON-HIRE**

The customer acknowledges that the personnel to be provided by the bidder represent a significant investment in recruitment and training, the loss of which would be detrimental to bidder's business. In consideration of the foregoing, the customer agrees that for the term of this Agreement and for a period of one year thereafter, the customer will not directly or indirectly, recruit, hire, employ, engage, or discuss employment with any bidder employee, or induce any such individual to leave the employ of bidder. For purposes of this clause, a bidder employee means any employee or person who has who has been involved in providing services under this Agreement.

# 12.0) JURISDICTION & ARBITRATION

All disputes/differences of any kind whatsoever arising out of or relating to the construction, meaning, operation, effect or breach of the Agreement, then either party may refer to a sole arbitrator who shall be jointly appointed by both the parties or, in the event that the parties are unable to agree on the person to act as the sole arbitrator within 30 days after any party has claimed for arbitration in written form, by three arbitrators, one to be appointed by each party with power to the two arbitrators so appointed, to appoint a third arbitrator within a period of 30 days from the appointment of the second of the Arbitrators. The arbitration shall be conducted under the Arbitration & Conciliation (Amendment) Act, 2015 as amended or re-enacted from time to time. The governing law for the arbitration shall be Indian Law. The proceeding of arbitration shall be conducted in the English language. The arbitration shall be held in Mumbai, India.

# 13.0) FORCE MAJEURE

The bidder shall not be liable for any delay or failure of performance of any of its obligations under or arising out of this contract, if the failure or delay results from Act of God, refusal of permissions or other Government Act, fire, explosion, accident and the like which renders it impossible or impracticable for the bidder to fulfill its obligations under the contract or any other cause or circumstances of whatsoever nature beyond bidder's control.

#### 14.0) CONFIDENTIALITY





दि न्यू इंदिया एशरे न्स कं पनी लिमिटेड, प्र. का, मुंबई.

Both parties acknowledge that all materials and information which have or will come in its possession or knowledge in connection with the performance of this agreement, hereof, consists of confidential and proprietary data, whose disclosure to or use by third parties will be damaging or cause loss to the company. The parties agree to hold such material and information in strictest confidence not to make use thereof other than for the performance of this agreement, to release it only to employees requiring such information, and not to release or disclose it to any other parties. The parties shall take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information as per NDA is fully satisfied.

# **15.0) TERMINATION**

Either party shall have the right to terminate this contract / agreement at any time by giving 3 months' advance notice in the event that the other party commits a material breach of the agreement and fails to make good such default to the non-defaulting party's reasonable satisfaction within thirty (30) days. In the event of termination, NIA shall pay supplier / vendor for goods delivered and services rendered till the date of termination.

# 16.0) ADDITIONAL CLAUSES. INFORMATION SECURITY:

The Bidder personnel shall follow NIA's information & Cyber security policy and instructions in this behalf. Bidder shall, upon termination of this Contract for any reason, or upon demand by NIA, whichever is earliest, return any and all information provided to Bidder by NIA, including any copies or reproductions, both hardcopy and electronic copy.

#### **BACKGROUND CHECK ASSURANCE:**

The Bidder shall provide reasonable background check assurance to NIA for their resources who will work on NIA's project.

## **RIGHT TO AUDIT CLAUSE:**

NIA shall also have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the performance/security controls by the Bidder of its obligations/functions in accordance with the standards committed to or required by NIA and the Bidder undertakes to cooperate with and provide to NIA any other agency appointed by NIA, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the Bidder failing which NIA may, without prejudice to any other rights that it may have, issue a notice of default.

#### **CYBER SECURITY TESTING/ VAPT:**





दि न्यू इंदिया एशरे न्स कं पनी लिमिटेड, प्र. का, मुंबई.

The bidder will conduct security testing (Vulnerability Assessment & Penetration Testing) of the portal -which is dedicated to NIA- twice in a year & shall submit the executive summary report to NIA. Any serious gaps identified during this exercise, must be plugged on priority.

#### **BUSINESS CONTINUITY PLAN:**

The bidder should have BCP, processes in place & drills should be conducted on regular frequency (At least once in a year). In case of any disaster or any equivalent phenomenon, the bidder should have capability to carry out operations apropos our engagement. The same shall be well documented.

**DATA RESIDENCY CLAUSE:** Any non-public data pertaining to NIA's related operations must be hosted in India only.

a) SIGNED SEALED & DELIVERED BY WITHIN NAMED INSURANCE COMPANY	b) SIGNED SEALED & THE WITHIN DELIVERED BY WITHIN NAMED (BIDDER)	THE
Chief Manager		
In the presence of	 In the presence of	
Witnesses: 1	Witnesses: 1	
Witnesses: 2	Witnesses: 2	



# दि न्यू इंदिया एशरे न्स कं पनी लिमिटेड, प्र. का, मुंबई.

#### **ANNEXURE - VIII**

#### **NDA Format**

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 they 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).

# 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







दि न्यू इंदिया एशरे न्स कं पनी लिमिटेड, प्र. का, मुंबई.

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

# 2. COVENANT NOT TO DISCLOSE

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

In this regard, the agreement entered into between the Receiving Party and any such person/s shall be forwarded to the Disclosing Party promptly thereafter. Prior to disclosing any Confidential Information to such person/s, the Receiving Party shall inform them of the confidential nature of the information and their obligation to refrain from disclosure of the Confidential Information. The Receiving party shall use at least the same degree of care in safeguarding the Confidential Information as it uses or would use in safeguarding its own Confidential Information, 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





दि न्यू इंदिया एशरे न्स कं पनी लिमिटेड, प्र. का, मुंबई.

by this Agreement. In particular, the Receiving Party will immediately give notice in writing to the Disclosing Party of any unauthorized use or disclosure of the Confidential Information and agrees to assist the Disclosing Party in remedying such unauthorized use or disclosure of the Confidential Information. The Receiving Party and its Representatives shall not disclose to any person including, without limitation any corporation, sovereign, partnership, company, Association of Persons, entity or individual,

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

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

- (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.



दि न्यू इंदिया एशरे न्स कं पनी लिमिटेड, प्र. का, मुंबई.

#### 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







दि न्यू इंदिया एशरे न्स कं पनी लिमिटेड, प्र. का, मुंबई.

criminally liable for Breach of Trust under section 405 of the Indian Penal Code.

#### 6. TERM

This Agreement shall be effective on the first date written above and shall continue in full force and effect for Three years thereafter i.e., during the course of contract and two years after that subject to revised or as-is terms and conditions after reviewing performance. 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 parties, and also their successors, nominees and assignees, for a period of Three years from the first date written above.

#### 7. GOVERNING LAW & JURISDICTION

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

#### 8. ENTIRE AGREEMENT

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

#### 9. WAIVER

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

## **10. SEVERABILITY**





दि न्यू इंदिया एशरे न्स कं पनी लिमिटेड, प्र. का, मुंबई.

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

#### 11. NOTICES

Any notice provided for or permitted under this Agreement will be treated as having been given when (a) delivered personally, or (b) sent by 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 always 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 hereto have executed this Agreement as of the day and the year first above written.

BY THE WITHIN NAMED INSURANCE NAMED(BIDDER) COMPANY	WITHIN	
Deputy General Manager	<del></del>	
In the presence of In the presence of		
Witnesses: 1	Witnesses: 1	
Witnesses: 2	Witnesses: 2	





दि न्यू इंदिया एशरे न्स कं पनी लिमिटेड, प्र. का, मुंबई.

#### **ANNEXURE - IX**

# **INTEGRITY PACT INSTRUCTIONS**

The Integrity Pact (IP) duly signed by the authorised official of NIACL and the Contractor, will form part of the contract / supply order. Performa of the IP is enclosed along with the tender document (Annexure-XI) and shall be returned by the bidder along with the technical bid, duly signed by authorised 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. Shri Surendra Pal Gaur and Shri Subramanya Suria Narayana Moorthy are the Independent External Monitors (IEM) at NIACL.





# दि न्यू इंदिया एशरे न्स कं पनी लिमिटेड, प्र. का, मुंबई.

# ANNEXURE - X

#### SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING

- 1. Tender document with detailed terms and conditions is available on our Website https://www.tenderwizard.in/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 <a href="https://www.tenderwizard.in/NIAEPROC">https://www.tenderwizard.in/NIAEPROC</a>.
- 2. As a prerequisite for participation in the tender, vendors are required to obtain a valid Digital Certificate of Class IIB (with both signing and encryption component) and above as per Indian IT Act from the licensed Certifying Authorities (For ex. Ncodes, Sify, E-mudra etc.) operating under the Root Certifying Authority of India (RCIA), Controller of Certifying Authorities (CCA). The cost of obtaining the digital certificate shall be borne by the vendor. In case any vendor so desires, he may contact our e-Procurement service provider M/s. Antares Systems Ltd, Bangalore for obtaining the Digital Signature Certificate.
- 3.Corrigendum/amendment, if any, shall be notified on the site https://www.tenderwizard.in/NIAEPROC. 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 a system-generated email (In case of open tender corrigendum / amendment will be on the public dashboard and no mail will be fired for the vendor who has not participated by that time). 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.
- 4. Vendors are required to complete the entire process online on or before the due date of closing of the tender.
- 5. 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.
- 6. Directions for submitting online offers, electronically, against e-Procurement tenders directly through internet:
- i. Vendors are advised to log on to the website (https://www.tenderwizard.in/NIAEPROC) and arrange to register themselves at the earliest.
- ii. The system time (IST) that will be displayed on e-Procurement web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.
- iii. Vendors are advised in their own interest to ensure that their bids are submitted in the





दि न्यू इंदिया एशरे न्स कं पनी लिमिटेड, प्र. का, मुंबई.

e-Procurement system well before the closing date and time of bid. If the vendor intends to change/revise the bid already entered, he may do so any number of times till the due date and time of submission deadline.

However, no bid can be modified after the deadline for submission of bids.

- iv. Once the entire process of submission of online bid is complete, the vendors are required to go to option own bid view through dashboard and take the print of the envelope receipt as a proof of submitted bid.
- v. Bids / Offers shall not be permitted in the e-Procurement system after the due date /time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed.
- vi. No manual bids/offers along with electronic bids/offers shall be permitted.
- 7. Once the Commercial/Price bids are opened, vendors can see the rates quoted by all the participating bidders by logging on to the portal under their user ID and password and clicking on other bid view.
- 8. No responsibility will be taken by and/or the e-Procurement service provider for any delay due to connectivity and availability of website. They shall not have any liability to vendors for any interruption or delay in access to the site irrespective of the cause. It is advisable that vendors who are not well conversant with e-tendering procedures, start filling up the tenders much before the due date /time so that there is sufficient time available with him/her to acquaint with all the steps and seek help if they so require. Even for those who are conversant with this type of e-tendering, it is suggested to complete all the activities ahead of time. It should be noted that the individual bid becomes viewable only after the opening of the bid on/after the due date and time. Please be reassured that your bid will be viewable only to you and nobody else till the due date/ time of the tender opening.

The non-availability of viewing before due date and time is true for e-tendering service provider as well as New India Assurance officials.

- 9. New India Assurance and/or the e-Procurement service provider shall not be responsible for any direct or indirect loss or damages and or consequential damages, arising out of the bidding process including but not limited to systems problems, inability to use the system, loss of electronic information etc.
- 10. In case of any clarification pertaining to e-Procurement process, the vendor may contact the following agencies /personnel:





# The New India Assurance Co. Ltd, HO, दि न्यू इंदिया एशरे न्स कं पनी लिमिटेड, प्र. का, मुंबई.

1.	For e-Tendering		080-40482100 ; +91 9731468511
	Support	M/s. Antares Systems	
		Itd	lokesh.hr@etenderwizard.com
			raghuprashanth@etenderwizard.com
			sushant.sp@etenderwizard.com
2	For Tender		022-22708665
	related Queries	The New India	cwiss.rfp@newindia.co.in
		Assurance Co. Ltd	nikhil.v@newindia.co.in
			nirmal.kunwar@newindia.co.in
			anmol.jhamb@newindia.co.in



above.



# The New India Assurance Co. Ltd, HO, दि न्यू इंदिया एशरे न्स कं पनी लिमिटेड, प्र. का, मुंबई.

#### **ANNEXURE - XI**

#### **INTEGRITY PACT**

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

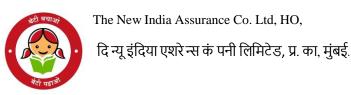
INTEGRITY PACT between the New India Assurance Company Limited
(NIACL) hereinafter referred to as "The Principal", and
hereinafter referred to as "The Bidder/ Contractor"
Preamble:
The Principal intends to award, under laid down organizational procedures, contract/s fo
The Principal values full compliance with all relevant laws of th

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 Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned

# 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.
- (2) 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





The New India Assurance Co. Ltd, HO, दि न्यू इंदिया एशरे न्स कं पनी लिमिटेड, प्र. का, मुंबई.

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. 8-15.

**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, 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 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





दि न्यू इंदिया एशरे न्स कं पनी लिमिटेड, प्र. का, मुंबई.

- 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 so 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 NIACL 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, NIACL, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the CMD, NIACL 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





दि न्यू इंदिया एशरे न्स कं पनी लिमिटेड, प्र. का, मुंबई.

12months 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 NIACL.

# 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) Seal)	(For & On behalf of Bidder/Contractor) (Office (Office Seal)
Place	
Date	
Witness 1:	
(Name & Address)	
Witness 2:	
(Name & Address)	





# दि न्यू इंदिया एशरे न्स कं पनी लिमिटेड, प्र. का, मुंबई.

#### **ANNEXURE - XII**

BID SECURITY DECLARATION
(To be submitted in the Bidder's letterhead)
[To be included in TECHNICAL BID (OFFLINE and ONLINE)

То

The Chief Manager
Information Technology Department
The New India Assurance Co. Ltd
Head Office, 87, MG Road, Fort
Mumbai-400 001.

Dear Sir/Madam,

Re: Request for Proposal (RFP) for *Microservices based Configurable Software Platform* with Digital Product Library & UI for Portals and Mobile Apps hosted on Cloud Tender No. NIA/HO/IT/Digital/06-24/01

I/We	(bidder name), understand that, according to
aforementioned RFP Terms & Cond	ditions, bids must be supported by a Bid Securing
Declaration	

I/We accept that, I/We will be suspended from participation in any future contract/tender with you for 3 years including Tender No NIA/HO/IT/DIGITAL/06-24/01

I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, our Bid during the period of bid validity specified in the form of Bid; or
- b) violates any of the provisions of the accepted terms and conditions of this tender specification.
- c) If any statement or any form enclosed by us as part of this Bid turns out to be false / incorrect at any time during the period of prior to signing of Contract.
- d) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.





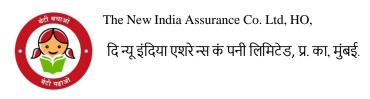
दि न्यू इंदिया एशरे न्स कं पनी लिमिटेड, प्र. का, मुंबई.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the receipt of your notification of the name of the successful Bidder for this tender.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the receipt of your notification of the name of the successful Bidder for this tender.

Date: For	Signature
Name	
Authorized Signatories	
(Name & Designation, seal of the firm)	





# 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.







दि न्यू इंदिया एशरे न्स कं पनी लिमिटेड, प्र. का, मुंबई.

- 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**

S.no	
1.	Introduction
2.	Scope
3.	Definitions
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





The New India Assurance Co. Ltd, HO, दि न्यू इंदिया एशरे न्स कं पनी लिमिटेड, प्र. का, मुंबई.

## 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 unauthorised 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.





दि न्यू इंदिया एशरे न्स कं पनी लिमिटेड, प्र. का, मुंबई.

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 Company Wide (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, the 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





The New India Assurance Co. Ltd, HO, दि न्यू इंदिया एशरेन्स कं पनी लिमिटेड, प्र. का, मुंबई.

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 the whole process of final order is over within such a 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.





दि न्यू इंदिया एशरे न्स कं पनी लिमिटेड, प्र. का, मुंबई.

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 the Head of concerned department.

- 5.7) If the Agency concerned asks for detailed reasons for 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;





दि न्यू इंदिया एशरे न्स कं पनी लिमिटेड, प्र. का, मुंबई.

- 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) Willful 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.







दि न्यू इंदिया एशरे न्स कं पनी लिमिटेड, प्र. का, मुंबई.

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

- 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 mis-behavior 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.





दि न्यू इंदिया एशरे न्स कं पनी लिमिटेड, प्र. का, मुंबई.

- 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.

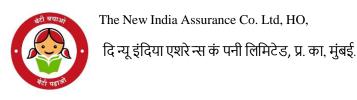
#### 11) Review of the Decision by the Competent Authority

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. 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 XIII**

# **LAND BORDER WITH INDIA**

То Chief Manager, IT, The New India Assurance Co., Ltd., 87, M G Road, Mumbai.

Dear Sir/Madam,
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 / 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 fulfills all requirements in this regard and is eligible to be considered. [Where
applicable, evidence of valid registration by the competent authority shall be attached.]"
Signature:
Name:
Designation:
Date:
(Company Seal)





#### **ANNEXURE XIV**

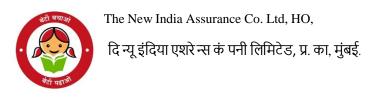
#### List of Portals:

- 1. Customer
- 2. Corporate Customers (5)
- 3. Customer Portal for Marine Certificate generation
- 4. Surveyors (Digital Survey Report) Illustratively portals meant for Marine,

#### Motor

- 5. TPA
- 6. Foreign Office Portal
- 7. Document Store
- 8. Advocate
- 9. Investigators
- 10. Agent
- 11. Akshaya Agent
- 12. Broker
- 13. Bancassurance
- 14. Business Associate
- 15. Corporate Agent
- 16. CSC
- 17. Dealer
- 18. Development Officer
- 19. IMF
- 20. MISP
- 21. POSP
- 22. Tele Marketing Portal
- 23. Portal for Payments processing through Oracle Financials.





# List of products:

S No.	Product Name
1	Arogya Sanjeevani Policy (Cashless facility available)(AJ)
2	Bharat Sookshma Udyam Suraksha(US)
3	Burglary Insurance(BI)
4	Commercial Vehicle(CV)
5	Electronic Equipment Insurance(EI)
6	Employees Compensation(WC)
7	Farmers Package Insurance(FE)
8	House Holder(EZ)
9	Machinery Insurance(MB)
10	MyCyber Insurance(MR)
11	New India Asha Kiran Policy (Cashless facility available)(AK)
12	New India Bharat Griha Raksha(BG)
13	New India Cancer Guard Policy (Cashless facility available)(CJ)
14	New India Flexi Griha Raksha(BF)
15	New India Flexi Sookshma Udyam(UF)
16	New India Floater Mediclaim Policy (Cashless facility available)(NP)
17	New India Griha Suvidha Policy(GS)
18	New India Mediclaim Policy (Cashless facility available)(UK)
19	New India Pension Protect Personal Accident Policy(PW)
20	New India Premier Mediclaim Policy (Cashless facility available)(HN)
21	New India TOP-UP Mediclaim Policy (Cashless facility available)(TU)
22	Office Protection(EO)
23	Overseas Mediclaim Insurance Policy (Employment & Studies)(ES)
24	Overseas Travel Ease Policy (Business & Holiday)(OT)





# The New India Assurance Co. Ltd, HO, दि न्यू इंदिया एशरे न्स कं पनी लिमिटेड, प्र. का, मुंबई.

25	Pay As You Drive Policy for PC(DP)
26	Personal Accident (Death & PTD)(AP)
27	Personal Accident(PU)
28	Pravasi Bhartiya Bima Yojana(PB)
29	Private Car(PC)
30	Professional Indemnity(PF)
31	Public Liability Act (PL)(PL)
32	Raasta Aapatti Kavach Policy(RK)
33	Shop Keeper(EN)
34	Specific Voyage(SV)
35	Standalone CPA cover(SO)
36	Standalone OD for Motor PC(SS)
37	Standalone OD for Motor TW(SQ)
38	Two Wheeler(TW)
39	Universal Health Insurance Scheme (APL)(Cashless facility available)(UH)
40	Yuva Bharat Health policy(YU)
41	Pay As You Drive Policy for SS (DA)
42	Cattle Insurance (EK)
43	Janata PA Sukshma Bima Policy (YJ)
44	Janata Personal Accident (EJ)
45	MIP2 Cattle Sukshma Bima (YC)
46	MIP5 Pig Sukshma Bima (ZP)
47	MIP6 Camel Sukshma Bima (YK)
48	New India Saral Sukshma Bima (SM)
49	Standard Fire(Dwelling) (SF)
50	Overseas Mediclaim Insurance Policy (Business & Holiday) (BH)
	I