



## The New India Assurance Co. Ltd

Ref: NIA-HO/INVF/BROKEREMPANEL/01/2023-24

Date 23rd October, 2023

### Notice for Empanelment of Share Brokers

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### **1. Introduction**

THE NEW INDIA ASSURANCE CO. LTD (hereinafter referred to as NIA), is a public sector General Insurance Company having its Regd. & Head Office at New India Assurance Bldg, 87 M.G.Road, Fort, Mumbai – 400001. NIA hereby invites application from interested and eligible share brokers who are willing to be empanelled. In other words, those who are **NOT** empanelled as of now, but are desirous of being empanelled, are required to abide by this notification.

### **2. Schedule of Activities**

Following are the expected timeline of the empanelment process. However, NIA reserves the right to modify the timeline without assigning any reason. Interested parties are advised to regularly check URL <https://www.newindia.co.in> for updated schedule and any changes thereof. No individual intimations shall be provided in this regard.

Sl	Details	Date
1	Notification Publication Date	23.10.2023
2	Last Date of seeking any clarifications	30.10.2023
3	Clarification Publication Date	06.11.2023
4	Last Date of Submission of Completed Application (Hard Copy)	21.11.2023
5	Declaration of Result	to be decided later

### **3. Empanelment Process**

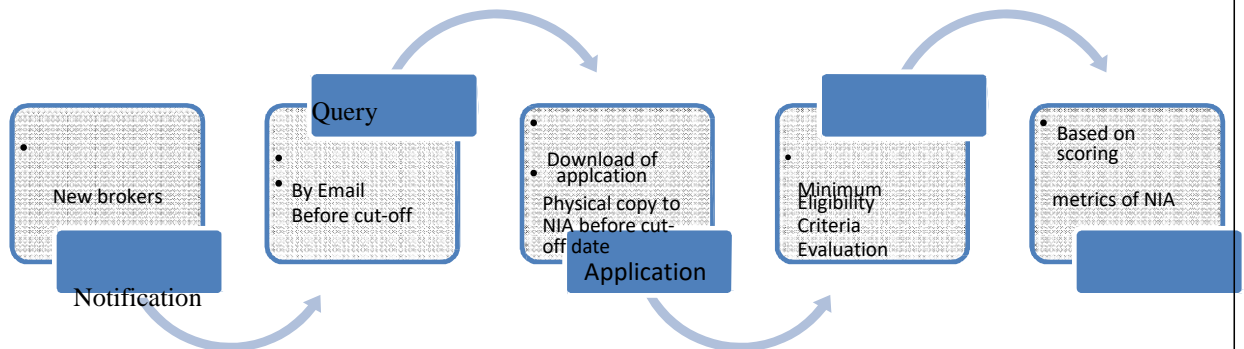
Empanelment process shall initiate from publication of this notification in the portal (URL <https://www.newindia.co.in>). Interested applicants are expected to thoroughly go through the document and seek any clarification required. All communications in this regard shall invariably happen through email (refer the CONTACT DETAILS Section). No other form of enquiry, telephonic or otherwise shall be entertained. On receipt of all queries, NIA, based on its own understanding, shall respond to queries which are deemed to be material in nature. A format of application form is enclosed with this notification (point no.15). Interested applicants shall have to submit duly completed application form, along with all required documents through email (refer the CONTACT DETAILS Section)

## Broker Empanelment Notification

and in physical form to NIA's office on the address as given in "CONTACT DETAILS" section.

Applications shall be evaluated against "Minimum Eligibility Criteria" (MEC) as has been mentioned in this document. Any application found not to be qualifying in this criterion or found to be incomplete in any manner, shall be summarily rejected.

Applications qualified up to this stage (MEC), shall further be evaluated against the parameters as detailed under point no. 9 and scored based on requirement and metrics decided by NIA. Based on requirement of NIA, a cut-off threshold score shall be arrived at. All interested, eligible and qualified applicants whose score shall be equal to or more than the minimum threshold score shall be considered for empanelment with NIA. Successful applicants shall be intimated in this regard. Successful entities have to enter into agreement with NIA including Non Disclosure Agreement and provide required affidavits duly signed by authorized signatories.



- The empanelment of the broking firm done as per this Notification shall be valid for such period as NIA deems fit, and is subject to review every year or any other frequency that NIA may deem fit. If the performance of broking firm are found to be unsatisfactory or at any time if it is found that the information provided for empanelment is false, NIA reserves the right to remove such broking firm from the empanelled list without assigning any reason whatsoever.

#### **4. Applicant's Response**

Applicants are required to submit their response to this notification in complete adherence to the "schedule of activities" as well as instructions provided in this document. Physical copies, along with supporting documents, shall have to be submitted at the address mentioned in point 14 before the last date of submission of completed application. Failure to maintain schedule or instructions shall lead to rejection of the Application without any notice. Application is to be submitted in a sealed envelope(s) containing all the required documents and should:

- a. bear the name, address, seal of the applicant
- b. be submitted at the address mentioned in "Contact Details" section

- c. bear the below mentioned details

**Application for Empanelment of Share Brokers**

**The India Assurance Co. Ltd**

**Application: [Request for New Empanelment]**

**Name of Entity:**

**SUBMITTED BY\_  
(Applicant's Authorized person's Name & Contact Details)"**

**Along with the hard copies, soft copies of the application with all relevant documents to be emailed to the following ID:**

**nia.brokerempanelment@newindia.co.in**

The empanelment Application form is available as per point no.15. The broking firms are required to submit the Broker empanelment form along with the supporting documents duly signed by authorized signatories.

## **5. Acceptance of terms and Conditions**

This Notification Document along with its annexure/ appendices / clarifications/ addendum/ corrigendum states the terms and conditions of this empanelment process. Responding to this notification and submission of the Application by applicant will be deemed as consent from the applicant to all the terms and conditions mentioned in this notification and the contents of the application along with the annexure(s), clarifications, corrigendum(s) issued, if any, will be contractually binding on the applying broking firm and will form the part of the empanelment letter to be issued to the empanelled broking firm from time to time as an outcome of this empanelment process.

### **5.1 Integrity Pact**

To ensure transparency, equity, and competitiveness and in compliance with the CVC guidelines, this empanelment process shall be covered under the Integrity Pact (IP) policy of NIA. The pact essentially envisages an agreement between the prospective brokers and NIA committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. The format of the agreement is enclosed in Annexure 1.

The Integrity Pact envisages a panel of Independent External Monitors (IEMs) to review independently and objectively, whether and to what extent parties have complied with their obligation under the pact. The IEM has the right to access to all the empanelment documents. Mr. Rais Ahmad and Mr. Bishwamitra Pandey shall be acting as the IEM for this empanelment process. However, NIA at its sole discretion reserves the right to change/name another IEM, which shall be notified later.

**Contact Details:**

Mr. Rais Ahmad	Mr. Bishwamitra Pandey
<a href="mailto:ahmadrais1959@gmail.com">ahmadrais1959@gmail.com</a>	<a href="mailto:vishwamitram1@gmail.com">vishwamitram1@gmail.com</a>

**5.2 Non-Disclosure**

Broker understands and agrees that all materials and information marked and identified by NIA as 'Confidential' are valuable assets of NIA and are to be considered NIA's proprietary information and property. Broker will treat all confidential materials and information provided by NIA with the highest degree of care necessary to ensure that unauthorized disclosure does not occur. Broker will not use or disclose any materials or information provided by NIA without NIA's prior written approval.

Broker shall not be liable for disclosure or use of any materials or information provided by NIA or developed by Broker which is:

- i. Possessed by Broker prior to receipt from NIA, other than through prior disclosure by NIA, as documented by Broker's written records;
- ii. published or available to the general public otherwise than through a breach of Confidentiality; or
- iii. obtained by Broker from a third party with a valid right to make such disclosure, provided that said third party is not under a confidentiality obligation to NIA; or
- iv. Developed independently by the broker.

If a Broker receives a request from a regulatory authority or by judicial process to disclose Confidential Information of the NIA then the Broker (i) will use reasonable efforts to promptly give NIA notice of such required disclosure in order to afford the NIA adequate opportunity to seek a protective order or other legal remedy to prevent the disclosure, (ii) will reasonably cooperate with the NIA's efforts to secure such a protective order or legal remedy, and (iii) if efforts seeking such order or remedy are unsuccessful, will take reasonable steps to seek confidential treatment of such materials or information to be disclosed.

Broker understands and agrees that any use or dissemination of information in violation of this Confidentiality Clause will cause NIA irreparable harm, may leave NIA with no remedy at law and NIA is entitled to seek to injunctive relief.

NIA does not wish to receive the Confidential Information of Broker, and Broker agrees that it will first provide or disclose information, which is not confidential. Only to the extent that NIA requests Confidential Information from Broker, Broker will furnish or disclose Confidential Information.

Nothing herein shall be construed as granting to either party any right or license under any copyrights, inventions, or patents now or hereafter owned or controlled by the other party.

The requirements of use and confidentiality set forth herein shall survive the expiration, termination or cancellation of this empanelment process.

Nothing contained in this contract shall limit the broker from providing similar services to any third parties or reusing the skills, know-how, and experience gained by the employees in providing the services contemplated under this contract.

**Brokers selected in result will have to sign the Integrity Pact & NDA as per annexure 1 & 2 respectively.**

## **6. Definitions and Abbreviations**

NIA	Means without limitation the “The New India Assurance Co. Ltd” (NIA) a Company incorporated under erstwhile Companies Act 1956 (now Companies Act 2013), and having its registered office at NIA Bldg, 87 M.G. Road, Fort, Mumbai - 400 001
Notification	This notification Ref: NIA_HO/INVFBROKEREMPANEL/01/2023-24, inclusive of any clarifications/corrigenda/addenda that may be issued by NIA.
Applicant/ Broker	An eligible firm i.e. firm fulfilling eligibility criteria and submitting an application in response to this notification, in its individual right.
Application	The Applicants’ written submissions in response to the notification signed Physically by Authorized Signatory of the applicant.
Authorized Signatory	The person authorized by the company’s Board/ Managing Director/ Director for Signing the application documents on behalf of the applicant.
Business Day	Shall be construed as a day excluding Saturdays, Sundays and public holidays declared under the Negotiable Instruments Act, 1881 by the State Government of Maharashtra (in case of Mumbai) or Central Government of India.
Day	Calendar Day
DMA	Direct Market Access
Clarifications	Includes Addendum, corrigendum and clarifications issued by NIA to this notification.
Empanelment	End result of this notification: Successful applicant’s name will be entered in a list of share brokers, selected for trading related activities of NIA.
“Party” and “Parties”	Each of the parties i.e. NIA and empanelled broker are collectively referred to as the ‘Parties’ and individually as a ‘Party’.
Default Notice	Shall mean the written notice of Default of the Agreement issued by one Party to the other in terms hereof.
Law	Shall mean any Act, notification, byelaw, 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.
Timelines	Wherever Timelines have been defined as days, weeks, months, they will mean calendar days, calendar weeks and calendar months.
KMP	Key Management Personnel as defined under erstwhile Companies Act 1956 ( now Companies Act 2013)
IP	Integrity Pact
NDA	Non-Disclosure Agreement

**7. Jurisdiction:**

The jurisdiction for the purpose of settlement of any dispute or differences whatsoever in respect of or relating to or arising out of or in any way touching this notification or the terms & conditions thereof or construction and/or interpretation thereof shall be that of the appropriate court in Mumbai.

## Broker Empanelment Notice

### **8. Minimum Eligibility Criteria (MEC) for all applicants**

<b>Criteria</b>	<b>Requirement</b>
Entity Type	Only Corporate Entities with minimum Equity capital of Rs. 1 Crore shall be considered for empanelment. The entity must be Corporate i.e. Listed Public Ltd., LLP, Public Ltd., Pvt. Ltd. In other words, Proprietary entities and entities with unlimited liabilities shall not be empanelled as broker.
Net-worth	Shall have minimum Net Worth of INR 15 Crore (As per L C Gupta Committee Report) as at 31.03.2023
Experience	Shall have a minimum of five years of experience on both the exchanges (BSE & NSE) or at least on NSE and shall have valid SEBI Registration certificate for at-least 3 (three) preceding years 2020-21 and 2021-22, 2022-23
Compliance	No penalty under NSE, BSE and SEBI- (Prevention of fraudulent and unfair trade practices relating to Security market) Regulations and other extant regulations as the case maybe in the past 3 financial years. Self Declaration required.
Other Empanelment	Shall be empanelled with at least two (2) Domestic Institutional Investors as a broker.
Turnover	Shall have a Minimum Turnover of Rs 2000 Crore in the cash segment only for the Financial Year 2022-23.
Research Report	Shall have Research facilities (SEBI compliant). The entity shall have to agree to provide sector wise Research Reports on regular (weekly / monthly) basis.
Access to Platform	The entity should have access to Bloomberg EMSX through which orders can be routed.
Litigation	No criminal litigation or money laundering case should be pending against any of the directors of entity, promoters and Key Management Personnel of the entity.



## **9. Empanelment Evaluation Metrics**

Application received only from applicants who qualifies in MEC above, shall be evaluated on parameters mentioned below. As such, all information as required in Application form shall be provided by applicants.

<b>Criteria</b>	<b>Details</b>	<b>Maximum Marks</b>	<b>Marks Alloted</b>
Net-worth (As per L C Gupta Method)	Audited Balance Sheet & Net worth Certificate by Statutory Auditors as on 31.03.2023	<b>25</b>	More than 100 Cr : 25 Marks More than 50 Cr to 100 Cr: 22 Marks More than 20 Cr to 50 Cr : 20 Marks More than 15 Cr to 20 Cr : 18 Marks 15 Cr : 15 Marks
Turnover	Turnover during FY 2022-23	<b>25</b>	More than 10000 Cr : 25 Marks More than 7000 Cr to 10000 Cr :22 Marks More than 3500 Cr to 7000 Cr : 20 Marks More than 2000 Cr to 3500 Cr : 18 Marks 2000 Cr : 15 Marks
Empanelment with other Institutions	Number of Empanelment with other Domestic Institutional Investors as brokers	<b>15</b>	More than 10 : 15 Marks 6 to 10 such empanelment : 10 Marks 2 to 5 such empanelment : 5 Marks Less than 2 empanelment : 0 Marks
Exchange	On NSE & BSE	<b>5</b>	BSE : 5 Marks NSE : Compulsory
Research Report	Sectors Covered in Research reports during FY 2022-2023	<b>10</b>	10 or more sectors : 10 Marks 7 to 9 Sectors : 7 Marks 5 to 6 Sectors : 5 Marks 3 to 4 Sectors : 3 Marks Less than 3 sectors : 2 Marks
Order Management System	Fills in Bloomberg EMSX	<b>10</b>	Real Time Auto Fills : 10 Manual Fills : 0
Total Maximum Marks		<b>90</b>	

**Minimum qualifying marks shall be 45 (Forty Five).**

**However CMD of the NIA, shall have the authority to provide relaxation on minimum qualifying marks and fix the cut off marks as per the requirements.**

Based on requirement of NIA, the threshold cut off marks shall be fixed. Merit list shall be prepared on the basis of marks scored (in descending order). Empanelment shall happen from the brokers who qualify as per the above cut off marks.

## **10. Application**

In response to requirement of NIA, the Brokers shall apply in format provided along with this notification. The application, *inter-alia*, shall contain the following documents

- ☐ ▪ Application Form as in point no.16.
- ☐ ▪ SEBI Registration Certificate for NSE/BSE.
- ☐ ▪ Membership Certificate of NSE/BSE
- ☐ Memorandum and Article of Association
- ☐ in case of Company / Incorporation
- ☐ Certificate in case of LLP
- ☐ ▪ Audited Annual Report for Last three financial years. (2020-21 ,2021-22, 2022-23)
- ☐ ▪ Latest Net-worth Certificate by CA as per L.C. Gupta Committee Report (2022-23) Status Report of NSE/BSE.
- ☐ ▪ Latest SEBI Inspection Report.
- ☐ ▪ Details of the firm/company, directors and/or Dominant Promoter Group Members and KMP with proper documentation

- ☐ List of already published Research Reports during previous financial year Undertaking
- ☐ from the Director and Company that SEBI or any other regulator has not initiated any action against the firm/company in past and no criminal
- litigation or money laundering case is pending against any of the directors of the
- Company.
- No Blacklisting Declaration as per annexure 3.
- ☐ Documentary evidence of all criteria mentioned in Section 9 above

All these documents have to be certified by Key Management Personnel / Authorized signatory of the broking firm/company

### **11. Brokerage payable to empanelled brokers**

NIA shall review, from time to time, the brokerage payable to empanelled brokers for purchase and sale of equity trades in secondary market on exchanges. The brokerage payable to the empanelled broker at present shall be **0.08%** i.e. 8 basis points (plus Goods and Service Tax (GST) thereon at prevalent rates) plus Security Transaction Tax (STT) of the transaction value purchased or sold. In case of purchase transactions brokerage is inclusive of stamp duty. However, NIA may decide on lower brokerage rates for any specific trades executed through such empanelled broker(s) on Stock exchanges.

At any point of time, NIA may, at its discretion, review and modify brokerage payable. Such changes shall be intimated to the brokers. Brokers who are unwilling to operate at such revised rates shall have the option to exit from panel of NIA.

### **12. Annual review**

The empanelment of the broking firm done as per this Notification is subject to review every year or any other frequency that NIA may deem fit. It is to be construed that, by responding to this application, the applicant gives its unequivocal and explicit concurrence for being reviewed by NIA, by on-site and/or off-site mode, on annual or any other frequency that NIA may deem fit. The empanelled broker shall agree and abide by all the terms and conditions that may form part of the Empanelment Letter that may be issued by NIA at the time of empanelment.

### **13. De-empanelment Process:**

Any broker, who is found to be failing in any one or more of the following categories, shall cease to remain as empanelled broker of NIA:

- ☐ ceases to be a member of a stock exchange; or
- ☐ has been declared defaulter by a stock exchange and not re-admitted as a member within a period of six months; or
- ☐ SEBI issues order of suspension or cancellation of certificate of registration as a stockbroker and not reinstated within a period of six months;
- ☐ surrenders certificate of registration to SEBI; or
- ☐ has been found to be not a fit and proper person by SEBI under any regulations; or
- ☐ has been declared insolvent or order for winding up has been passed in the case of a broker being a company registered under the Companies Act, 2013; or
- ☐ any of the partners or any whole-time director in case a broker or sub-broker is a company registered under the Companies Act, 2013 has been convicted by a court of competent jurisdiction for an offence involving moral turpitude; or

- Any person found in violation of code of conduct as laid down by any exchange or any regulator and proceedings terminated in disciplinary action against the entity.

The empanelled brokers should always work in the interests of the Company and to the satisfaction of the Company, failing which appropriate action will be taken by the Competent Authority including but not limited to de-empanelment.

Notwithstanding whatever mentioned in this document, CMD of NIA shall have the authority to de- empanel any Broker.

#### **14. Contact Details:**

<b>Contact Person</b>	<b>Ms. Anjana Saxena – Dy General Manager Mr. P.K. Tulsiani – Chief Manager</b>
<b>Contact Email-id</b>	<b><a href="mailto:nia.brokerempanelment@newindia.co.in">nia.brokerempanelment@newindia.co.in</a></b>
<b>Office Address</b>	<b>New India Assurance Bldg, 87 M.G. Road, Investment Department 1st floor, Fort, Mumbai – 400001.</b>
<b>NIA's Official Website (URL)</b>	<b><a href="https://www.newindia.co.in">https://www.newindia.co.in</a></b>

1. All communications seeking clarification in response to this notification has to be through Email only.
2. Completed application forms along with all the required documents shall be submitted through email and in physical form to the office address mentioned above **on or before 21.11.2023 by 5.00 PM.**
3. Incomplete applications without the audited copies of the relevant Certificates and those received late are liable to be rejected.

Place: Mumbai

**15.    Application Form**

# Broker Empanelment Application form

This application has reference to the broker empanelment with NIA advertisement published on 09.10.2023

S.N	Details	Date
1	Notification Publication Date	23.10.2023
2	Last date of seeking any clarifications	30.10.2023
3	Clarification Publication date	06.11.2023
4	Last date of submission of completed application (Hard Copy)	21.11.2023
5	Declaration of Result	To be decided later

## Broker Empanelment Notification

### APPLICATION FOR EMPANELMENT AS BROKERS

**Notification Reference and Date:**

<b>A. Identification</b> <b>Name of the Entity / Firm/Company</b>	<b>Corporate Identification Number (CIN)</b>	<b>PAN Number</b>	<b>Legal Entity Identifier (LEI) No</b>

**B. Type**

<b>Type of Company</b>	<b>Listed Public Limited Private LLP</b>	<b>Public Limited Partnership Others (Give details)</b>	<b>1</b>

Please attach Certificate of Incorporation / RoC Status Details)

**C. GST Details**

<b>CGST Number</b>	<b>GST Registration Details</b>

**D. Address - Registered office**

<b>Address of the Registered Office</b>	
<b>Phone No. (primary)</b>	<b>Phone No(Alternative)</b>
<b>FAX No.</b>	<b>Email ID</b>

**E. Address - Mumbai office**

<b>Address of the Mumbai Office (To be filled only if available and is different from above)</b>	
<b>Phone No. (primary)</b>	<b>Phone No (Alternative)</b>
<b>FAX No.</b>	<b>Email ID</b>

## Broker Empanelment Notification

### F. Registration Details

Stock Exchange	BSE	NSE
a. SEBI Registration Number		
b. Date of Issue of SEBI Registration No.		
c. Exchange Membership No		
d. Number of years of experience as Stock Broker		

### G. Membership details of any other Stock Exchange(s) if any:

Name of the Exchange	Membership Number

### H. Penalty

Has there been any penalty that was awarded to the entity during immediately preceding or Current Financial year by SEBI, NSE BSE?		YES	NO
If "YES", then number of such instances	[ ] by SEBI	[ ] by NSE	[ ] by BSE
Attach Latest Status Report by respective authority give full details like date, amount, and reason for the same			

### I. Trade Volume /Turnover (Latest available / Audited Figures)

Financial Year		
	Cash	
	NSE	BSE
2022-23		
2021-22		
2020-21		

## Broker Empanelment Notification

### J. Distribution of Turnover between segments (Latest available Audited Figures)

Sl. No.	Financial Year	Total Turnover	Institutional Segement (Banks/FIs/MFs/Ins Cos/DIIs/FIIs/FPIs etc)	Percentage of Inst .to Total
1.	2022-23			
2.	2021-22			
3.	2020-21			

Note: Certificates from Stock Exchanges are to be enclosed.

### K. Whether Corporate Income Tax Returns have been submitted for the preceding three years:

2021-2022		2020-2021		2019-2020	
YES	NO	YES	NO	YES	NO
Date (if yes) : _/ _/20_		Date (if yes) : _/ _/20_		Date (if yes) : _/ _/20_	

### L. Net Worth

Net Worth as at 31.03.2023 (as submitted to the Stock Exchange/s) In Rs Crores	Absolute:
	Dr. LC Gupta Method:

Note: Audited Certificate on Net-worth is to be enclosed.

### M. Profitability Details (Attach Audited Financial Statements for 3 years)

Sl. No	Financial Year	Net Profit (Rs in Crores)
1.	2022-23	
2.	2021-22	
3.	2020-21	

## Broker Empanelment Notification

N. (1) Shareholding Pattern of broking firm (specifying DPG [Dominant Promoter Holding])

Sl. No	As on 31/03/2023 ( Face Value)		
	Name of Shareholder	No of Shares	% of Total
Total			

Note: Enclose Shareholding Pattern of the Broking Firm duly Certified by Statutory Auditors

2. Shareholding Pattern of parent / holding company (if applicable)

Sl. No	As on 31/03/ 2023 ( Face Value:)		
	Name of Shareholder	No of Shares	% of Total
Total			

Note: Enclose Shareholding Pattern of Holding / Parent Company duly certified by Statutory Auditors

O. (1) List of Directors with DIN numbers as on 31/03/2023

Sl. No	Name of the Director	DIN Number

(2) Details of Criminal Investigation / Money Laundering / Insider Trading Investigations if any pending against the Directors:



## Broker Empanelment Notification

**P. (1)** Address of Dealing Office/s - Institutional Desk : where NIA's trades are likely to be executed

**(2)** Number of dealers in the Institutional Desk:

**Details of the Authorised Dealers:**

Name	Qualification	Phone No.	Email ID	Mobile No.

**(3)** Whether Dealers who are authorised to receive Purchase or Sale orders from NIA will be able to **view Live Equity Prices on NSE and BSE : Yes/No**

**(4)** Name of Service Provider providing Live Equity Prices on NSE & BSE :  
(for example Bloomberg, Cogencies, TickerPlant, Thomson Reuters etc.)

**(5)** Validity Date for such providence:

**(6 )** Back Office address where NIA's trades are likely to be executed (if same as dealing address, please mention the same)

**Back Office contact person/s and contact numbers**

Name	Designation	Qualification	Phone No.	Email ID	Mobile No.

**(7)** One Email Address to receive trade confirmation from NIA:

**Q. List of Top Three financial institutions including banks, insurance Companies and mutual funds, DIIs/FIIs/FPIs with whom you are empanelled with. (Please attach complete List separately) :**

Sl. No	Name of the Institution	Date of Empanelment	Empanelled for BSE / NSE / Both

## Broker Empanelment Notification

### R. Service Providers for STP:

Sl. No.	Description	License Valid Upto
1	F T	
2	NSE IT	
3	NSDL	
4	Other/s	

S. Whether having SOR (Smart Order Routing) Utility? **Yes / No**

T. Whether having DMA (Direct Market Access) / One Touch DMA Utility. **(If yes, please give the Service Providing vendor's name.)**

U. Whether any disciplinary proceedings initiated/ imposed/ pending by Stock Exchange/s, SEBI, CBI or any other regulatory authority: **Yes / No (If yes, please give full details as under)**

Sl. No.	Proceedings initiated by BSE / NSE/ CBI / SEBI/ any other reg. authority	Case details with case number (include Show cause notice SCN also)	Date of action initiated	Penalty imposed (if any)	Present Position

V.(1) Whether any of your group / associate company is empanelled with NIA for equity trades in cash segment. **Yes / No**

**If yes, please provide details as under:**

- i. Name of the company / Broker Entity
- ii. Name of Exchange
- iii. Date of Empanelment

## Broker Empanelment Notification

### V.(2) Details of actions initiated by institutional clients if any:

Sl. No.	Name of Institution	Empanelment Date	Any action initiated by said institution (Full Details)	Present position as on 31.03.2023
1				
2				
3				
4				
5				

### W. Details of the **Research Team / Analyst/s** employed in your office with qualifications and experience in number of years

Sl. No.	Name	Designation	Qualifications	SEBI Regn. No.	Experience

### X. Details of Research Facilities / Research Team

#### (Please attach one copy of latest Research Report)

1. Staff strength :
2. Sectors covered :
3. Companies covered :
4. Details of Reports issued during the year

S No	Sector	Company

5. Frequency of Research Report Generation → daily / monthly / yearly

## Broker Empanelment Notification

- Total Number of Employees On Roll :
- Whether battery back-up and voice recorders are provided? **YES / NO**
- Whether the provision made for disaster recovery site? **YES / NO**

(If yes, please mention the full address of disaster recovery site)

- Y.** Whether any of your Directors / DPG share holder is close relatives of the Employee of The New India Assurance Co Ltd **YES / NO**

If Yes, Please give the details:

Sl. No.	Name of Director / DPG share holder	Name & SR No. of Employee of NIA	Relation with him / her	Since when

- Z.** Number of on roll employees in your organization. Please provide the details:

Sl No.	Name of the Employee	Employee ID No.	Qualification	Designation	Date of Joining

- Z(2).** Whether office / onsite inspection of your office / company has been done by SEBI, NSE or BSE ; **YES / NO**

If Yes, then please give the details and attach the copy of the report

## Broker Empanelment Notification

### DECLARATION:

I / We..... (Name)

..... (Designation)

hereby declare that the above information is complete and correct & I/We undertake to furnish any other information as and when called for.

I/We undertake to:

- i. Maintain the highest standards of integrity, promptitude and fairness in conduct of business with The New India Assurance Co Ltd with due care & diligence.
- ii. Maintain absolute secrecy in and about all dealings with The New India Assurance Co Ltd.
- iii. Bring any instances of violations of rules & regulations of NSE / BSE / SEBI or any other regulator/ exchange, by the broking entity, to the notice of the The New India Assurance Co Ltd immediately.
- iv. Inform any change in its Shareholding pattern/ controlling stake, DPG (Dominant Promoter Group), Name, SEBI Registration Number, change in directorship or any other changes of similar nature immediately to The New India Assurance Co Ltd.
- v. Understand that if any of the above information is found incorrect or if any of the relevant information is withheld, then Company reserves the right to summarily reject the empanelment application form of the broking firm without assigning any reasons thereof.

Date :

Place : Authorized Signatory

Name and Designation:

(Company Seal)

## ***Annexure 1: Integrity Pact (Format)***

(Brokers to submit 2 (two) copies of integrity pact in ₹ 100 stamp paper) **ONLY BY BROKERS  
SELECTED IN RESULT**

Ref: NIAHO/INVF/BROKEREMPANEL/01/2023-2024 - "Notice for empanelment of Share Brokers".

Date:

### **1 General**

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at \_\_\_\_\_ place \_\_\_\_\_ on \_\_\_\_\_ day of the month of \_\_\_\_\_, 2023 between The New India Assurance Company Limited, having its Regd. & Head Office at 87 M.G. Road, Fort Mumbai – 400001 (hereinafter called the "NIA", which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part and M/s. \_\_\_\_\_ represented by Shri./Smt. \_\_\_\_\_, Chief Executive Officer (hereinafter called the "BROKER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the NIA proposes to issue NOTICE for NOTICE FOR EMPANELMENT OF SHARE BROKERS and the BROKER is willing to offer/has offered the services and WHEREAS the BROKER is a private company/public company/LLP, constituted in accordance with the relevant law in the matter and the NIA is a corporation set up under an Act of Parliament.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence /prejudiced dealing prior to, during and subsequent to the currency of the contract to be entered into with a view to:

- Enabling the NIA to obtain the desired said services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and
- Enabling BROKERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the NIA will commit to prevent corruption in any form by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

### **2 Commitments of NIA**

2.1 The NIA undertakes that no official of the NIA, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BROKER, either for themselves or for any person, organization or third party related to the

contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

2.2 The NIA will during the pre-contract stage, treat all BROKERS alike, and will provide to all BROKERS the same information and will not provide any such information to any particular BROKER which could afford an advantage to that particular BROKER in comparison to other BROKERS.

2.3 All the officials of the NIA will report to the appropriate Government office any attempted or contemplated breaches of the above commitments as well as any substantial suspicion of such a breach.

2.4 In case any such preceding misconduct on the part of such official(s) is reported by the BROKER to the NIA with full and verifiable facts and the same is prima facie found to be correct by the NIA, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the NIA and during such a period shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the NIA the proceedings under the contract would not be stalled.

### **3 Commitments of BROKERS**

The BROKER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contact stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

3.1 The BROKER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any officials of the NIA, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BROKER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the NIA or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

3.3 BROKERS shall disclose the name and address of agents and representatives and Indian BROKERS shall disclose their foreign principals or associates.

3.4 BROKERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The BROKER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the NIA or their family members, agents, brokers or any other intermediaries in connection with contract and the details of services agree upon for such payments.

3.6 The BROKER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.7 The BROKER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.8 The BROKER shall not use improperly, for purposes of competition or personal gain or pass on the others, any information provided by the NIA as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BROKER also undertakes to exercise due and adequate care lest any such information is divulged.

3.9 BROKER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.10 The BROKER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.11 if the BROKER or any employee of the BROKER or any person acting on behalf of the BROKER, either directly or indirectly, is a relative to any of the officers of the NIA or alternatively, if any relative of the officer of the NIA has financial interest/stake in the BROKER's firm, the same shall be disclosed by the BROKER at the time of filling of application. The term 'relative' for this purpose would be as defined in Section 2 (77) of the Companies Act, 2013.

3.12 The BROKER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the NIA.

#### **4 Previous Transgressions**

4.1 The BROKER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BROKER's exclusion from the empanelment process.

4.2 The BROKER agrees that if it makes incorrect statement on this subject, BROKER can be disqualified from the empanelment process or the contract, if already awarded, can be terminated for such reason.

#### **5 Sanctions for Violations**

5.1 Any breach of the aforesaid provision by the BROKER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BROKER) shall entitle the NIA to take all or any one of the following actions, wherever required:

- I. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BROKER. However, the proceedings with other BROKER(s) would continue.
- II. To immediately cancel the contract, if already signed, without giving any compensation to the BROKER



III. To debar the BROKER from participating in future bidding processes of the NIA or its associates or subsidiaries for minimum period of five years, which may be further extended at the discretion of the NIA.

5.2 The NIA will be entitled to take all or any of the actions mentioned at para 5.1(I) to (III) of this Pact also on the commission by the BROKER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BROKER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the NIA to the effect that a breach of the provision of this Pact has been committed by the BROKER shall be final and conclusive on the BROKER. However, the BROKER can approach the independent Monitor(s) appointed for the purposes of this Pact.

## **6 Independent Monitors**

6.1 NIA has appointed 2 IEMs (Independent Monitors hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

6.2 The Integrity Pact envisages a panel of Independent External Monitors (IEMs) to review independently and objectively, whether and to what extent parties have complied with their obligation under the pact. The IEM has the right to access to all the project document.

6.3 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

6.4 The Monitors shall not be subject to instruction by the representatives of the parties and perform their functions neutrally and independently.

6.5 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

6.6 As soon as the Monitor notices or has reason to believe, a violation of the Pact, he will so inform the Authority designated by the NIA.

6.7 The NIA 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 parties. The parties will offer to the Monitor the option to participate in such meetings

6.8 The BROKER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the NIA including that provided by the BROKER. The BROKER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his transaction documents. The Monitor shall be under contractual obligation to treat the information and documents of the BROKER with confidentiality.

6.9 The Monitor will submit a written report to the designed Authority of the NIA within 8 to 10 weeks from the date of reference or intimation to him by the NIA/BROKER and should the occasion arise, submit proposals for correcting problematic situations.

## **7 Facilitation of Investigation**

In case of any allegation of violation of any provision of this Pact, the NIA or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BROKER and the BROKER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

## **8 Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is at Mumbai.

## **9 Other Legal Actions**

The action stipulated in this integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

## **10 Validity**

10.1 The validity of this Integrity Pact shall be from date of its signing and will remain in force till the time broker is empanelled with NIA.

10.2 Should one or several provisions of the Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

**11** The parties hereby sign this integrity Pact, at \_\_\_\_\_ on \_\_\_\_\_

For & on behalf of The New India  
Assurance Co. Ltd

-----  
**DEPUTY GENERAL MANAGER**

In the presence of:

Witnesses - 1:

Witnesses - 2:

For & on behalf of (BROKER'S  
NAME)

-----  
**CHIEF EXECUTIVE OFFICER**

In the presence of:

Witnesses - 1:

Witnesses - 2:

## ***Annexure 2: Non-Disclosure Agreement***

(To be executed on a non-judicial stamp paper of Rs.100/-) **ONLY BY BROKERS SELECTED IN RESULT**

This confidentiality and non-disclosure agreement is made on the.....day of....., 20....BETWEEN (Broker), (herein after to be referred to as“BROKER ”) 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, 2013 and having its Regd. Office at (address).

AND **THE NEW INDIA ASSURANCE COMPANY LIMITED** (hereinafter to be called “NIA”) which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns having its Registered & Head Office, at The New India Assurance Bldg, 87 MG Road Fort Mumbai -400001 on the following terms and conditions:

WHEREAS, in the course of the business relationship between the aforesaid parties, both the parties acknowledge that either party may have access to or have disclosed any information, which is of a confidential nature, through any mode and recognize that there is a need to disclose to one another such confidential information, of each party to be used only for the Business Purpose between both the parties 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, semi conductor designs, schematic designs, business methods, customer lists, contacts, financial information, sales and marketing plans techniques, schematics, designs, contracts, financial information, sales and marketing plans, business plans, clients, client data,

business affairs, operations, strategies, inventions, methodologies, technologies, employees, subcontractors, the contents of any and all agreements, subscription lists, customer lists, photo files, advertising materials, contract quotations, charity contracts, documents, passwords, codes, computer programs, tapes, books, records, files and tax returns, data, statistics, facts, figures, numbers, records, professionals employed, correspondence carried out with and received from professionals such as Advocates, Solicitors, Barristers, Attorneys, Chartered Accountants, Company Secretaries, Doctors, Auditors, Surveyors, Loss Assessors, Investigators, Forensic experts, scientists, Opinions, Reports, all matters coming within the purview of Privileged Communications as contemplated under Indian Evidence Act, 1872, legal notices sent and received, Claim files, Insurance policies, their rates, advantages, terms, conditions, exclusions, charges, correspondence from and with clients / customers or their representatives, Proposal Forms, Claim-forms ,Complaints, Suits, testimonies, matters related to any enquiry, claim-notes, defenses 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 NIA, 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, consultant 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 disclosure of its own information of similar type. The Receiving Party and its Representatives will immediately notify the Disclosing Party of any use or disclosure of the Confidential Information that is not authorized by this Agreement. In particular, the Receiving Party will immediately give notice in writing to the Disclosing Party of any unauthorized use or disclosure of the Confidential Information and agrees to assist the Disclosing Party in remedying such unauthorized use or disclosure of the Confidential Information.

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

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

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

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

### 3. RETURN OF THE MATERIALS

Upon the disclosing party's request, the receiving party shall either return to the disclosing party all Information or shall certify to the disclosing party that all media containing Information have been destroyed. Provided, however, that an archival copy of the Information may be retained in the files of the receiving party's counsel, solely for the purpose of proving the contents of the Information.

#### 4. OWNERSHIP OF CONFIDENTIAL INFORMATION

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

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

In no event shall the Disclosing Party be liable for the accuracy or completeness of the Confidential Information. THE DISCLOSING PARTY DISCLAIMS ALL WARRANTIES REGARDING THE INFORMATION, INCLUDING ALL WARRANTIES WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AND ALL WARRANTIES AS TO THE ACCURACY OR UTILITY OF SUCH INFORMATION. Execution of this Agreement and the disclosure of Information pursuant to this Agreement do 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

- a. 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 inequity, 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 i.e. prime lending rate of State Bank Of India prevalent on the date of breach to the Disclosing Party.
- b. The Receiving Party agrees and acknowledges that any disclosure, misappropriation, conversion or dishonest use of the said Confidential Information shall, in addition to the remedies mentioned above, make the Receiving Party criminally liable for Breach of Trust under section 405 of the Indian Penal Code.

#### 6. TERMS

This Agreement shall be effective on the first date written above and shall continue in full force and

effect at all times thereafter. This Agreement shall however apply to the Confidential Information disclosed by the Disclosing Party to the Receiving Party prior to, as well as after the effective date hereof. The Receiving Party acknowledges and agrees that the termination of any agreement and relationship with the Disclosing Party shall not in any way affect the obligations of the Receiving Party in not disclosing of Confidential Information of the Disclosing Party set forth herein. The obligation of non-disclosure of Confidential Information shall bind both parties, and also their successors, nominees and assignees, perpetually.

#### 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

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 / post, 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 always that notices to the NIA shall be served on the Investment Department of the Company's Head Office at Mumbai by RPAD & email. IN WITNESS WHEREOF THE PARTIES HERE TO have set and subscribed their respective hands and seals the day and year herein above mentioned.

a) SIGNED SEALED & DELIVERED BY THE  
NEW INDIA ASSURANCE COMPANY LTD

b) SIGNED SEALED & DELIVERED BY THE BROKER

Deputy General Manager

\_\_\_\_\_

\_\_\_\_\_

In the presence of

Witnesses: 1 \_\_\_\_\_

Witnesses: 2 \_\_\_\_\_

In the presence of

Witnesses: 1 \_\_\_\_\_

Witnesses: 2 \_\_\_\_\_



### ***Annexure 3: No Blacklisting Declaration***

(To be submitted on Broker's Letterhead)

To  
The Deputy General Manager  
Investment Department,  
The New India Assurance Company Limited,  
Head Office, 1st Floor,  
87, MG Road Fort,  
Mumbai- 400001

Subject: Submission of No Black Listing Self-Declaration for Notification No. NIAHO/INVF/BROKEREMPANEL/01/2023-2024 - "Notice for empanelment of Share Brokers".

Dear Sir/Madam

We do hereby declare and affirm that we have not been blacklisted by Central / any State Government / PSU's or by any stock exchanges or by any regulatory bodies, as on the date of bid submission.

Date:

Signature of Authorized Signatory:

Place:

Name of the Authorized Signatory:

Designation:

Name of the Organization:

Seal: