



REQUEST FOR PROPOSAL (RFP)
FOR SELECTION/EMPANELMENT OF PR AGENCY
Including
INVESTOR RELATION
RFPNO: NIA/23-24/001 Date: 08th February 2024

Issued by:

The New India Assurance Co Ltd

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Request for Proposal for Selection/Empanelment of PR Agency INCLUDING INVESTOR RELATION

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1.RFP Schedule and Address:

S. N	Description	Detailed Information
1	Name of Project	RFP for Selection/Empanelment of PR agency
2	Tender Reference Number	NIA/CCD/23-24/001
3	Date of release of RFP Document (Document can be downloaded from our E-Tender portal (https://www.tenderwizard.com/NIAEPROC))	8 th February 2024
4	Last date of submission of Pre-Bid queries(email)	16 th February 2024 05:30 PM
5	Date of Pre-Bid Meeting	23 rd February 2024
6	Last date for publication of clarification on website	27 th February 2024
7	Last Date and Time of submission of RFP	29 th February 2024 05:30 PM
8	RFP Technical Bid Opening Date	1 st March 2024 03:30 PM
9	Place of Bid submission	The New India Assurance Co Ltd New India Assurance Building, 87, M.G. Road, Fort, Mumbai 400001
10	Place of Opening of Technical Bids	The New India Assurance Co Ltd Corporate Communication Department New India Assurance Building, 87, M.G. Road, Fort, Mumbai 400001
11	Name and Address for communication.	The New India Assurance Co Ltd Corporate Communication Department New India Assurance Building ,87, M G Road, Fort, Mumbai 400 001
12	Bid related queries	Manoj.kumar@newindia.co.in
13	Bid Cost	₹5000/- (Rs. Five Thousand Only) (plus 18% GST, Rs.900/-) by way of Demand Draft, issued in favour of 'New India Assurance', drawn on any Nationalized/Scheduled Bank payable at Mumbai, to be submitted with the Bid.
14	Web page Address	E-Tender portal (https://www.tenderwizard.com/NIAEPROC).

The above schedule is tentative only and subject to change. Any changes will be notified through website. The formulation of the evaluation criteria, the conduct of the evaluation of the responses to the RFP and the subsequent selection of the successful bidder will be entirely at the discretion of NIACL and its decision shall be final and no correspondence seeking clarifications on the decision shall be entertained.

NIACL reserves the right to extend the last date for the receipt of RFP Bids. NIACL reserves the right to cancel the RFP at any time without penalty and without incurring any financial obligation to the Bidder.

The Eligibility & Technical Bids will be opened by the Tender opening committee of NIACL in the presence of the bidders/representatives who choose to attend.

The Commercial Bids of the technically qualified bidders will be opened on the notified date, by the Tender Opening Committee of NIACL in the presence of the bidders/ representatives who choose to attend.

[Amendments/corrigendum, if any, to this RFP would be hosted on our website only under](https://www.tenderwizard.com/NIAEPROC) E-Tender portal (<https://www.tenderwizard.com/NIAEPROC>).

2. DISCLAIMER

2.1. The information contained in this RFP document or information provided subsequently to bidder(s) or applicant(s) whether verbally or in documentary form/email issued for the eligible and interested bidders, by or on behalf of NIACL of India, is provided on the terms and conditions set out in this document and all other terms and conditions subject to which such information is provided. The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This RFP document does not purport to contain all the information that a Bidder may require. This RFP document may not be complete in all respects, and it is not possible for NIACL and their employees to consider the business/investment objectives, financial situation and particular needs of each Bidder, who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and wherever necessary they should obtain independent advice from appropriate sources. NIACL may, in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

2.2. NIACL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

2.3. This RFP is neither an agreement nor an offer by NIACL, but an invitation or responses to the issues pertaining to any service by NIACL as contained in this document. No contractual obligation on behalf of NIACL, whatsoever, shall arise from the RFP process unless and until a formal agreement is signed and executed by duly authorized officers of NIACL and the finally selected Bidder. It may be noted that issuance of RFP does not confer any right to be invited to participate further and NIACL shall have unfettered rights and discretion in its decision regarding such matters and finalization or completion of further steps in respect of the RFP.

2.4. The Bidders, by accepting this document, agree that any information contained herein may be superseded by any subsequent written information on the same subject made available to the recipient or any of their respective officers or published in NIACL's website. It is also understood and agreed by the Bidder(s) that decision of NIACL regarding selection of the Bidder will be final and binding on all concerned. No correspondence in this regard, verbal or written, will be entertained.

2.5. NIACL reserves the right to amend, modify, vary, add, delete, accept or cancel, in part or full, any condition or specification of all proposals/orders/responses, without assigning any reason thereof before evaluation of technical bids. Each Bidder shall be entirely responsible for its own costs and expenses that are incurred while participating in the RFP, presentations and contract negotiation processes.

2.6. NIACL reserves the right at the time of award of contract to increase or decrease, the scope of work without any change in price, other terms and conditions.

2.7. Notwithstanding anything contained in the RFP Document, NIACL reserves the right to accept or reject any response and to annul the process and reject all responses at any time prior to execution of the agreement with the Bidder to whom the contract is finally awarded, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for NIACL's decision.

2.8. NIACL reserves the right to cancel the entire process at any stage at its sole discretion without assigning any reason thereof.

2.9. It shall be the duty and responsibility of the Bidders to ensure themselves about the legal, statutory and regulatory authority, eligibility and other competency of them to participate in this RFP and to provide any and all the services and deliverables under the RFP to NIACL.

2.10. Subject to any law to the contrary, and to the maximum extent permitted by law, NIACL and its Directors, officers, employees, consultants, agents, and advisors disclaim all liability from any loss or damage suffered by any person acting or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, default, lack of care or misrepresentation on the part of NIACL or any of its officers, employees, Consultants, agents or advisors.

2.11. The parties shall have been titled to rely on the accuracy, completeness or the reliability of the representation & warranties made in any definite agreement between the parties. Any change in the details shall be immediately notified by the concerned parties.

SPECIFICATIONS FOR REQUEST FOR PROPOSAL (RFP)

3. DEFINITIONS

3.1. 'NIACL' means without limitation the "New India Assurance" (NIACL), a Company established under section 3(1) of (iv) of the Company Act, 1956, having its Central Office at New India Assurance Building, 87, M.G.Road, Fort, Mumbai 400001.

3.2. "Agency", "Firm", "Company", "Bidder" means any entity or person or associations of persons who submit their proposals for providing Services to NIACL in accordance with this RFP.

3.3. "Assignment/job" means the work to be performed by selected Agency pursuant to the Contract.

3.4. 'NIACL or the client' means 'New India Assurance' constituted as per section 3(1), having its Central Office at New India Assurance Building, 87, M.G. Road, Fort, Mumbai -400001 acting through its Corporate Communications Department, Central Office, Mumbai.

3.5. "Contract" format approved by NIACL, to be executed between NIACL and the selected/successful bidder as per this RFP for the services as per the terms and conditions approved by the NIACL and in accordance with the Terms of Reference (TOR). Any Agreement shall be deemed to incorporate, as schedules, this RFP, all addenda/corrigendum issued by NIACL, the Bid of the successful bidder and mutually agreed modifications thereto. If any term or provision of this contract is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Contract shall not be affected.

3.6. "Authorized Signatory" means the person authorized by the company's Board/Managing Director/Director through a proper authorization to represent the company for purpose of this bid submission and finalization.

3.7. "Acceptance of Tender" means the letter/fax/e-mail or any memorandum Communicating to the bidder about the acceptance of this tender.

3.8. "Day" means English calendar day.

3.9. "Business Day" shall be construed as a day excluding Saturdays and Sundays of a month and public holidays declared under the Negotiable Instruments Act, 1881 by concerned State Governments or Central Government of India.

3.10. "RFP" means this Request for Proposal Ref: NIA/CCD/23-24/001 dated 09th October 2023 inclusive of all the clarifications/corrigenda/addenda issued by NIACL for the empanelment/selection of PR Agency seeking proposal from select agencies.

3.11. "Terms of Reference" (TOR) means the document included in the RFP which explains the scope of work, activities and tasks to be performed.

3.12. "Bidder" means affirm fulfilling eligibility criteria and submitting a proposal in response to this RFP, in its individual capacity.

3.13. Specifications means all the functional, operational, Performance or other characteristics required of a Product or Service found in this RFP or any of the annexure or addendum to the RFP.

3.14. Specified Personnel means personnel deployed by the Vendor on the project to meet the requirements of the RFP within the timelines as mentioned in the RFP. The details of all such personnel will have to be shared in Personnel Deployment Plan in response to this RFP.

3.15. "Party" and "Parties" means each of the parties i.e. NIACL and Selected bidder are collectively referred to as the 'Parties' and individually as a 'Party'.

3.16. Personnel means Professional and support staff deployed by the Vendor on the project to meet the requirements of this RFP within the timelines mentioned here in. The details of all such personnel will have to be shared in the Personnel Deployment Plan.

3.17. Requirements means The Capability, Characteristic, Attribute or Quality of systems as per the schedules, details, description, and statement of technical data, Performance characteristics, standards (Indian as well as International) as applicable, specified and implicitly necessitated as per his RFP.

3.18. Timelines means wherever Timelines have been defined as days, weeks, months, they will mean calendar days, calendar weeks and calendar months.

3.19. Clarifications means Addenda, corrigenda and clarifications to the RFP

3.20. Default Notice shall mean the written notice of Default of the Agreement issued by one Party to the other in terms hereof

3.21. Deliverables & Services means all services and deliverables as per the Scope of Work of this RFP

3.22. "Proposal or Bid" means the bidder's written reply or submission in response to this RFP signed by his Authorized signatory.

3.23. "Financial Bid" means Commercial Bid and vice versa.

3.24. "Selected Bidder" or Selected Agency means agency selected through the process enumerated in this document.

4. Abbreviations:

Abbreviation	Description
#	Serial Number
A/C	Accounts
Ads	Advertisements
ASCI	The advertising standards council of India
AV	Audio Video
BFSI	Banking, Financial Services and Insurance
CC	Corporate Communications
CD	Compact Disc
CEC	Consultancy Evaluation Committee
CO	Central Office
CV	Curriculum Vitae
CVC	Central Vigilance Commission

Request for Proposal for Selection/Empanelment of PR Agency INCLUDING INVESTOR RELATION

Dept	Department
DIPP	Department of Industrial Policy & Promotion
Dy. Secy.(CC)	Deputy Secretary (Corporate Communications), NIACL
ED(CC)	General Manager (Corporate Communications), NIACL
EMD	Earnest Money deposit
EPF	Employee Provident Fund
ESI	Employee State Insurance
FAQ	Frequently Asked Questions
FB	Facebook
GOI	Government of India
GOVT	Government
GST	Goods and services tax
INR	Indian Rupee
INS	Indian Newspaper Society
IP	Integrity Pact
IPR	Intellectual Property Rights
IT	Information Technology
NIACL	New India Assurance
LOI	Letter of Intent
MNC	Multinational Company
MOU	Memorandum of Undertaking
MSC	Micro and Small Enterprises
MSME	Micro, Small and Medium Enterprises
NA	Not Applicable
NDA	Non-Disclosure Agreement
OEM	Original equipment Manufacturer
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PO	Performance Obligation
PR	Public relations
PSU	Public Sector Undertaking
RFP	Request for Proposal
ROI	Return on Investment
SLA	Service Level Agreement
SOP	Standard Operating Procedure
TAN	Tax deduction and collection account number
TOC	Tender Opening Committee
TOR	Terms of reference
URL	Uniform Resource Locator
UT	Union Territory
VAT	Value Added Tax

5. INTRODUCTION

5.1. About NIACL

The New India Assurance Co. Ltd., is an Indian public sector general insurance company based in Mumbai. It is the largest nationalized general insurance company of India on the basis of gross premium collection inclusive of foreign operations. It was founded by Sir Dorabji Tata in 1919, and was nationalized in 1973.

The New India Assurance has been a pioneer in the non-life insurance segment for over 40 years. It is one of the leading global insurance groups in the international market with an existing network of 2395 offices in India. CRISIL has conferred AAA/Stable rating to The New India Assurance Co. Ltd. indicating the highest level of the financial strength of the Company. Moreover, AM Best Company has rated The New India Assurance with A - (Excellent -Stable Outlook) making it the only direct Indian insurer to confer this rating. For more information, visit www.newindia.co.in.

5.2. Statement of Purpose

This Request for Proposal (RFP) is being published by NIACL for empanelment of one Public Relations Agency. The Agency will work with NIACL for the scope of work mentioned in Section 6, when and if empanelled/appointed by NIACL through technical and financial bid process.

5.3. Statement of Outcome:

The agency empaneled/selected through technical bid and financial bid system will work with NIACL for the defined scope of work to strengthen and position brand NIACL as desired.

6.Scope of Work:

The scope of work/engagement for Public Relations Agency shall be, but not limited to, as specified in Annexure-A of this RFP.

7. ELIGIBILITY CRITERIA

Agencies, keen to submit their proposal, are requested to read the pre-qualifying criteria carefully. Only those Bidders/Agencies meeting the following eligibility (minimum) criteria as on the date of RFP are eligible to apply. Bidders/Agencies not meeting the eligibility criteria will not be considered for further evaluations.

7.1. Eligibility Criteria for Public Relations Agency:

Eligibility criteria and required supportive documents thereof, to be enclosed with the proposal, for PR Agency are as per Annexure-B1 of this RFP. Each bidder acknowledges and accepts that NIACL may, in its discretion, apply whatever criteria it deems appropriate in the selection, not limited to those selection criteria set out in this document.

8. RFP EVALUATION & SELECTION PROCESS

New India Assurance will constitute a Consultancy Evaluation Committee (CEC) comprising of authorized officials of NIACL to evaluate the responses of the bidders. The Consultancy Evaluation Committee constituted by NIACL shall evaluate the responses to the RFPs and all supporting documents/documentary evidences. The decision of the Consultancy Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the committee. The Consultancy Evaluation Committee (CEC) reserves the right to reject any or all proposals on the basis of any deviations. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

RFP Evaluation and Selection shall be a 3-stage process given as under:

Evaluation Stage	Base Score	Qualifying Score	Stage Outcome
Technical Evaluation: Stage 1	100	60	Short-listing Top 8 Scorers
Technical Evaluation: Stage 2			
Pitch Presentation	50	35	Short-listing Top 5 Scorers (Combined score of Tech stage 1+Tech stage2)
Office Inspection	25	20	
Financial Evaluation: Stage3	Engagement of 1 PR Agency		

8.1. Stage 1: Checking of eligibility & Technical Evaluation

All proposals received will be scrutinized to assess their eligibility based on the eligibility criteria as mentioned in Section-7 of this RFP. Proposals which do not meet the eligibility criteria will be rejected, forth with, or at any stage of detection.

If deemed necessary, NIACL may seek clarifications on any aspect from the bidder(s). However, that would not entitle the bidder(s) to change or cause any change in the substances of the bid already submitted.

NIACL shall evaluate and shortlist the proposals on the basis of their responsiveness to the Terms of Reference and technical evaluation criteria.

Eight shortlisted agencies will be invited for a pitch presentation before the Selection Committee. Incase

Of tie in the eighth position, all bidders in tie position on the eighth rank will be taken for the Pitch Presentation stage. The date for presentation will be intimated to the shortlisted agencies by e-mail/telephone. NIACL shall provide a brief for the presentation.

The bids are to be submitted as per Bid Submission Procedure stated under Section-12.

New India Assurance shall open **Packet-1 marked as Technical Proposal for "Selection/Empanelment of PR Agency for New India Assurance"**

If the contents of the Packet 1 are as per requirements, the technical proposal will be considered for technical evaluation. Each of the eligibility criteria mentioned in this RFP is mandatory. In case the bidder does not meet any one of the eligibility criteria prescribed therein, the bidder will be disqualified.

Bidders would be informed of their qualification/disqualification based on the eligibility check. EMD and the unopened financial bid will be returned to the respective disqualified bidders after the submission of bank guarantee by the successful bidder. Agencies meeting the eligibility criteria would be considered by the Consultancy Evaluation Committee for Technical Evaluation Stage –I.

All eligible bidders shall undergo "Technical Evaluation Stage 1" based on scoring pattern mentioned in this RFP in the following Para. The minimum qualifying marks are 60 for Technical Evaluation Stage-1. Only 8 agencies basis scores received in descending order shall be shortlisted for the next step that includes working on a pitch brief & making a presentation before a designated committee at NIACL, Mumbai.

Technical Evaluation Stage-1: Scoring Pattern

#	Criteria	PR Agency	
		Parameter	Marks
1	Average turnover for the last 3 F.Y.2019-20, 2020-21 and 2021-22.	25Cr to less than 50Cr	3
		50Cr to less than 65Cr	4
		65Cr to less than 75Cr	6
		75Cr to less than 100Cr	8
		100Crores & above	10
2	Average Gross Income for the last 3 F.Y.2019-20, 2020-21 and 2021-22.	6Cr to less than 10Cr	3
		10Cr to less than 15Cr.	4
		15Cr to less than 20Cr	6
		20Cr to less than 25Cr	8
		25Crores & above	10
3	Experience in the PR field (The Date of Reckoning for the purpose of experience should Be the date of 'First Release Order relating to PR')	5yrs	2
		6–10yrs	4
		11–20Yrs	6
		21–25Yrs	8
		25+yrs	10
4	Total skilled staff strength (‘Skilled Staff’ refers to those staff who are on the rolls of the Company and engaged in PR activities, both for a minimum Period of 5 years)	10to14	2
		15to19	4
		20to24	6
		25to29	8
		30 and above	10
5	Appointed with a PSU client	1	1
		2	2
		3	3
		4	4
		5 & above	5
6	Appointed with a BFSI client	1	2
		2	4
		3	6
		4	8
		5 & above	10
7	Presence in metros including Mumbai	Mumbai only	1
		Mumbai + 1	2
		Mumbai + 2	3
		Mumbai + 3	4
		Mumbai + 4 & above	5

8	Clientmix–Handling Reputed Companies [MNCs and Large Indian Corporates]	3	2
		4	4
		5	6
		6	8
		7	10
9	Assessment of key personnel based on CV submitted.		30
	TOTAL		100

8.2. Stage II: Office Inspection & Pitch presentations

Out of the eligible agencies, the top 8 Scorers will participate in the Pitch Process. These shortlisted agencies will then be provided a brief by New India Assurance based on which the agencies would be expected to make a presentation. Besides the brief based presentation, agencies are expected to include proposed team who would work on the NIACL account, should the agency be appointed. The Office of the top 8 Scorers will also be visited by an inspection team of NIACL for ascertaining availability of required infrastructure and infrastructure stated in the proposal. The criteria for assessment of Office Inspection will be shared with the agencies qualifying in Stage–I Evaluation. Agencies would be scored for Office Infrastructure by the Inspection team on a base of 25 marks on several parameters forming part of the infrastructure evaluation score card. Minimum of 20 Marks will be required to qualify the infrastructure inspection.

Agencies would be scored for the Pitch Presentation on a base of 50 marks on several parameters forming part of a pitch evaluation scorecard. The criteria for assessment of Pitch Presentation and the pitch evaluation scorecard will be shared with the agencies qualifying in Stage–I Evaluation. Minimum of 35 Marks will be required to qualify in the pitch presentation. Audio-Video recording of the Pitch Presentations of the bidders will be done.

The combined scores of Technical Evaluation Stage-I and Stage-II of the individual short-listed bidders, will be shared with that bidder only. Bidder will be given 6 days' time to submit its acceptance to its technical score. If a bidder does not revert within 6 days, it will be taken that bidder has accepted its score. Any query or objection on the technical scores shall be considered by the Consultancy Evaluation Committee. The Decision of the Consultancy Evaluation Committee shall final and binding on all the bidders.

8.3. Stage III: Commercial evaluation & Finalizing the Agency

8.3.1. Selection of PR Agency

Combined score of Technical Stage 1 and Technical Stage 2 shall be aggregated on a base of 175 Marks. The Top 5 scorers will be shortlisted in Stage 3 for commercial bid opening process. In case of a tie in the fifth position, all bidders in tie position on the fifth rank will be taken for commercial bid opening process. If only one Agency scores the minimum qualifying marks at Technical Stage-II, NIACL reserves the right to terminate the RFP process.

Selection will be based on the aggregate scores of the Technical Evaluation and Commercial Evaluation. The weightage of technical evolution is 70% and for commercial evaluation is 30%. As a sample scenario, let us assume that there are three bidders A, B and C. Let us assume the following aggregate scores are obtained by the bidders in Technical Evaluation on a base of 175 and then normalized technical score out of 70 would be computed as follows:

Normalized Technical Score on a base of 70

<u>Bidder</u>	<u>Total Aggregate Base (1)</u>	<u>Aggregate Score Achieved (2)</u>	<u>Technical Weightage (base) (3)</u>	<u>Weight Adjusted Technical Score (2X3) ÷ 1</u>
A	175	125	70	50
B	175	160	70	64
C	175	168	70	67.20

Normalized Technical Score of a Bidder shall be rounded off to 2 decimals.

For each of the Top 5 scores of Technical Evaluation, a Normalized Commercial Score out of 30 would be calculated by the Consultancy Evaluation Committee. The methodology for calculation of Normalized Commercial Score is given below:

Normalized Commercial Score of a Bidder = {Lowest Financial Bid / Financial Bid of the bidder under consideration}X 30(rounded off to 2 decimals)

Final aggregate score of each bidding agency= Normalized Technical Score + Normalized Commercial Score The bidding agency getting the highest aggregate score in the overall evaluation would be selected as the PR Agency.

As a sample scenario, let us assume that there are three bidders A, B and C. Let us assume the following scores/quotes obtained by the bidders in Technical and Financial Evaluation:

Bidder	Score Obtained in Technical Evaluation (Adjusted to weight 70)	Commercial Quote of the Bidder
Bidder A	50	Rs.9000000/-
Bidder B	64	Rs.10000000/-
Bidder C	67.20	Rs.11000000/-

In this case, Bidder A has the lowest commercial quote, hence the Normalized Commercial Score of each bidder is calculated as under:

Normalized Commercial Score of Bidder A: $(9000000/9000000) \times 30 = 30$

Normalized Commercial Score of Bidder B: $(9000000/10000000) \times 30 = 27$

Normalized Commercial Score of Bidder C: $(9000000/11000000) \times 30 = 24.55$

The total aggregate score would be calculated as below:

Bidder	Aggregation Technical Score+Financial Score	Total Aggregate Score	Rank of the Bidder
Bidder A	50+30	80	L3
Bidder B	64+27	91	L2
Bidder C	67.20+24.55	91.75	L1

As per the total score, Bidder C gets the highest aggregate score.

8.4. New India Assurance does not bind itself to accept the lowest or any tender and has the right to refuse any tender without assigning any reason or select any bidder that is in the final evaluation list. New India Assurance also reserves the right to re-issue the tender without bidder shaving the right to object to such re-issue. New India Assurance also reserves the right to extend the validity period of the tender.

The commercials decided through the financial bidding process would remain valid for the entire contract period.[1+1+1=3years]

9.Terms of Engagement

- 9.1.** The selected Agency term will be for a period of 3(1+1+1) years subject to satisfactory annual review. The agency will also be evaluated periodically on quarterly and/or on campaign basis.
- 9.2.** From the time the Proposals are opened to the time the engagement is confirmed, Agencies should not contact NIACL or any of its officers/employees or representatives on any matter related to its proposal with a view to influence NIACL in the examination, evaluation, ranking of proposals, and recommendation for award of Contract. Such an effort shall result in the rejection of the agency(ies) proposal(s).
- 9.3.** The appointed agency will have to execute a 'contract of engagement' with NIACL in the format approved by NIACL, which will be delivered to them after their selection.
- 9.4.** The New India Assurance and the agency shall have the right to terminate the contract by way of issuing three months' notice during the currency of the engagement without assigning any reason.
- 9.5.** The agency or its personnel shall not disclose any confidential/vital information which are disclosed/provided to them during the course of briefing or any discussion or acquired by the agency to any third party without prior permission of NIACL and such information will be kept confidential even after the termination/expiry of the agreement. The selected agency will be required to sign a non-disclosure agreement with NIACL.
- 9.6.** In case the agency closes any of its offices or changes key personnel assigned to NIACL, it should immediately inform NIACL about the fact in writing and make replacements/alternate arrangements immediately.
- 9.7.** NIACL shall make every effort to issue instructions and approval in writing to the agency. However, if the same is conveyed verbally the agency shall get it confirmed immediately from NIACL at the earliest in writing to avoid disputes.
- 9.8.** The Agency shall abide by all relevant rules and regulations of the government and industry bodies such as AAA, ASCI and relevant other bodies, as issued from time to time. The agency shall be responsible for adhering to professional standards, norms and regulations and must ensure that each activity conducted by them on behalf of NIACL is honest, truthful and conforms to the aforesaid requirement. The agency shall not conduct any activity for reasons whatsoever, unless conveyed by NIACL for the same. The agency shall be responsible to maintain the highest standards of ethics of the industry.
- 9.9.** The Agency should be sincere and prompt in responding to the requests of NIACL. All jobs would be expected to complete in a time bound manner and with all required information so as to avoid delay or duplication. The agency should be able to execute orders at short notices and even on holidays, should the need so arise.
- 9.10.** NIACL's dealing with the Agency shall be on a principal-to-principal basis and NIACL shall have no liability to pay any media or suppliers for anything done by the agency unless explicitly stated or agreed otherwise. Where NIACL has to sign joint contracts with third party media or suppliers, the Agency shall have to convince NIACL about proof of payment to such media or suppliers in scheduled time before release of payment by NIACL as also Indemnify NIACL from any potential scenarios on account of the agency's improper treatment with such suppliers.

9.11. The rates approved by NIACL for any paid services not covered under retainer fee shall be treated as final. In case of any revision thereof due to any reason, the agency shall intimate the same to NIACL immediately and seek fresh approval of NIACL.

9.12. All creative ideas and material developed by the agency as per the NIACL's brief will be owned by NIACL and the agency shall return all artworks, films (including raw footages), music tracks, CDs/hard drives in which any of these materials are stored, photographs and any other related material or any other such material given to the agency by NIACL for any use whatsoever, shall be returned to NIACL.

9.13. NIACL reserves the right to withdraw the RFP or delete/amend/change/modify any clause(s) mentioned here in at any time, without assigning any reason and shall not be held liable for any losses or damages caused by such withdrawal/ amendment/modification.

9.14. Withdrawal of RFP would be done by way of a letter by NIACL to all agencies who submitted proposals, either on their addresses provided on the proposal or via email or by way of notice on NIACL's website.

9.15. The agency shall indemnify NIACL against any action or proceedings brought against NIACL by reason of omission/commission or negligence on its part or on the part of its employees/agents, in the Performance of the said services. The agency shall be liable for any of its or its employee's/agents actions that are detrimental to the interest of NIACL and the quantum of damages for the same will be decided by NIACL which will be final and binding on the agency. The Agency shall also indemnify NIACL in respect of any third-party claim in respect of any Intellectual Property Rights (IPR) violations alleged or raised on account of the services provided by the Agency to NIACL.

9.16. NIACL reserves the right to invite other shortlisted agencies if the selected agency is unable to meet the requirements of NIACL at the time of signing the agreement or anytime during the course of the validity of agreement, should the agency not deliver to the NIACL's expectations.

9.17. The Proposal must be strictly as per Technical Bid Applications (Form-A: Part1 & Part2) and Commercial Bid (Form-B1) and photocopy of all required documents should be attached as duly marked/numbered enclosures. A list of required documents that needs to be closed with bid application and their tag Nos. are given at the end of bid application/proposal and these should be arranged in this order only. All photocopies attached with bid application should be verified by the authorized signatories under the signature and agency's/company's seal.

10.Powers to Vary or Omit Work

No alterations, amendments, omissions, additions, suspensions or variations of the work (here in after referred to as variation) under the contract shall be made by the successful bidders/except as directed in writing by NIACL.

NIACL shall have full powers, subject to the provision here in after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful bidder to make any variation without prejudice to the contract. The finally selected bidder shall carry out any such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. Any suggested variations if implemented, would, in the opinion of the finally selected bidder, prevent them from fulfilling any of his obligations under the contract, the bidder shall notify NIACL thereof in writing with reasons for holding such opinion and NIACL shall instruct the successful bidder to make such other modified variation without prejudice to the contract. The finally selected bidder shall carry out such variation and be bound by same conditions as far as applicable as though the said variations occurred in the contract documents. If NIACL confirms the concerned bidder's instructions, the successful bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation is substantial and involves considerable commercial implications. Any agreed difference in cost occasioned by such variation maybe added to or deducted from the value of the contract as the case maybe. In any case where the successful bidder has received instructions from NIACL as to the requirement of carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected bidder involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order. If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected bidder proceeds with the change. In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of NIACL shall prevail.

11.Pre-Contract Integrity Pact

This RFP is issued on the condition that only those bidders who submit a signed Pre- Contract Integrity Pact with NIACL, on a stamp paper of Rs. 500, would be eligible to participate in the bidding.

The draft of "Pre-Contract Integrity Pact" is available in this RFP as Proforma-15.

As per CVC Circular No 015/VGL/091 dated 13.01.2017 of Revised Standard Operating Procedure (SOP) under clause No.2.02. "Integrity pact, in respect of a particular contract, would be operative from the stage of invitation of bid still the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings."

Bidders may refer:

<http://cvc.nic.in/iembank25022015.pdf>

Integrity Pact (IP) duly signed by the authorized official of NIACL and the bidder, will form part of the contract. All the pages of the Integrity Pact shall be duly signed by the same authority. Bidder's failure to return the Integrity Pact along with the bid, duly signed may lead to outright rejection of such bid.

12. Bid Submission Procedure

Participation in this tender will mean that the bidder has accepted all terms and conditions and clauses of this RFP/tender and subsequent modification(s) to this tender, if any.

The original Bid shall be typed on 8.27 " by 11.69" (A4 size) paper in indelible ink.

The bid should be submitted in two separate packets put in to one large outer packet, which should consist of technical and financial proposals. The outer packets should mention the name, address and contact details (Telephone Nos., Fax & E-mail ID) of the bidding Agency.

The two inner packets (packet-1 and packet-2) should be clearly superscribed as:

Packet – 1 – Technical Proposal for "Selection / Empanelment of PR Agency for New India Assurance"

The Technical bid should be spiral bound. The index of the bids should clearly state the list of documents requested in the technical bid. The documents to be submitted along with Bid Application Form must be arranged in the order as mentioned in 'Checklist for the enclosures to be attached with Technical Bid Application [Form-A: Part1 & Part2]. All pages in the bid should be numbered in serial order.

The EMD should be kept in the envelope containing the technical Bid. Any bid not accompanied with the requisite EMD shall be treated as non-responsive and is liable to be rejected.

AND

Packet – 2 – Commercial Proposal for "Selection/Empanelment of PR Agency for New India Assurance"

Each of the above two packets should also mention the name, address and contact details (Telephone Nos., Fax & E-mail ID) of the bidding Agency.

Both packets should be properly sealed and put into a large packet, superscribed **"Technical and Financial proposals for Empanelment of PR Agency for New India Assurance"**

And should be addressed to—

DR Harish Singhal
Dy General Manager
Corporate Communication Department
The New India Assurance
New India Assurance Building,
87, M.G.Road, Fort, Mumbai 400001

12.1. The Technical Proposal (Packet-1) must include the Bid Form A (Part1 and Part2) along with the enclosures as per Proforma listed in the 'Checklist for the enclosures to be attached with technical bid application [Form-A]' given on page no.66 of this RFP.

The Packet-1 containing Technical Bid should be sealed before putting in the Outer Packet.

12.2. The Financial Proposal (Packet-2) must include the following:

Commercial Bid Submission Letter (Proforma-16)

Commercial Bid Form providing the details of commercial bid (Bid Form B1)

The Packet-2 containing Commercial Bid should be sealed before putting in the Outer Packet.

12.3. The bid may be rejected if:

12.3.1. Bid is not signed by the duly Authorized sign at or

12.3.2. Bid submitted is unsigned or partially unsigned or

12.3.3. An image of signature found pasted on pages instead of wet signature or

12.3.4. Scanned bid is submitted.

12.3.5. Pre-contract Integrity Pact (duly filled and signed), EMD and Bid processing fee not enclosed.

12.3.6. Bids are not submitted in respective envelopes as stipulated above

12.3.7. Financial Bid is enclosed in Technical Bid envelope.

12.4. By submitting a signed bid, the bidder's signatory certifies that in connection with this RFP:

12.4.1. The bidder's organization or an agent of the bidder's organization has arrived at the technical offer and prices in its bid without consultation, communication or agreement with any other respondent or with any competitor, with a view to restrict competition,

12.4.2. The prices quoted in the bid have not been knowingly disclosed and will not be knowingly disclosed by the bidder's organization or by any agent of the bidder's organization, directly or indirectly, to any other respondent or to any competitor.

12.4.3. No attempt has been made or will be made by the bidder's organization or by any agent of the bidder's organization to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

12.5. Ordinarily the bid shall contain no overwriting. Any interlineations, erasures or overwriting shall be valid only if the person signing the bid counter signs them. Overwriting/correction in the commercial bids are not permitted and any such overwriting in commercial bid will lead to its rejection.

13. Instructions to Applicants

13.1. General Instructions:

13.1.1. The Bidder may download the RFP documents from the websites mentioned below:

a. NIACL Website E-Tender portal (<https://www.tenderwizard.com/NIAEPROC>)

13.1.2. The information provided in the RFP is believed to be true and reliable at the date obtained but does not purport to provide all the information necessary or desirable to enable the bidder to determine whether or not to participate in the RFP.

13.1.3. The RFP provides an overview of the requirements, bidding procedures and contract terms. While every effort has been made to provide comprehensive and accurate background information, requirements and specifications, Bidder must form their own conclusions about the solution keeping in view, NIACL 's requirements. Information contained in this RFP and corrigenda, if any, should be taken as guidelines for Bidders.

13.1.4. Each bidder should conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information in this RFP and wherever necessary obtain independent advice.

13.1.5. NIACL makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP.

13.1.6. NIACL has used or will use its best judgment and assessment to fairly and reasonably represent the nature and scope of the working order to submit viable Bids. However, NIACL shall not be deemed to give any guarantees or warranties of accuracy of any of the information in this RFP or any corrigenda, no profits being comprehensive or exhaustive. Nothing in this RFP or any corrigenda is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in this RFP or any corrigenda, as applicable.

13.1.7. Failure to furnish all information required by the RFP or submission of a Bid not responsive to the RFP in every aspect will be at the Bidder's risk and may result in rejection of the Bid.

13.1.8. Response to this Bid by the Bidder will be deemed as consent to all the terms and conditions mentioned in this RFP along with its Annexure(s), Clarifications, if any.

13.1.9. All the terms and conditions and the contents of the RFP along with the Annexure(s), Clarifications, if any, will be contractually binding and will form part of the resulting agreement and any purchase orders, to be issued to the successful Bidder, from time to time as an outcome of this process.

13.1.10. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of NIACL. Any notification of preferred Bidder status by NIACL shall not give rise to any enforceable rights to the Bidder.

13.1.11. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such previous documentation or communications.

13.1.12. Failure to comply with the requirements of this RFP and corrigenda, if any, may render the Bid non-complaint and the Bid may be rejected. Hence, Bidders must:

a. Include all required Documents, Certificates, etc. specified.

b. Follow the form as provided and respond to each element in the order set out

c. Comply with all requirements set out.

13.1.13. NIACL reserves the right to negotiate, change, modify or alter any/all the terms and provisions of the RFP entered pursuant to the RFP and may request for additional information, if required from the Bidder. NIACL also reserves the right to withdraw this RFP without assigning any reason and without any liability to the Bidder or any other person or party. All actions taken by the Bidder or any other person or party in pursuance hereof will be deemed to have been taken after considering commercial acumen and also taking into account that NIACL does not guarantee or warrant suitability here of or success to the bidder or any other person or party.

13.2. Cost of Bid:

The Bidder shall bear all costs associated with the preparation/submission of bid, presentations/demonstration during technical evaluation of the bid. NIACL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

13.3. Guidelines for Preparation of Proposals

The original proposal shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the Agencies themselves. Any such corrections must be authenticated by the persons or person who sign(s) the proposals.

13.4. Clarification of RFP

A pre-bid meeting to clarify queries related to the RFP will be held as per date and time mentioned in Time Schedule for RFP Process as stated in Section 1 of this RFP.

Agencies may request clarifications on any clause of the RFP document at the pre-bid meeting. **Any such request for clarification must be sent, via email to manoj.kumar@newindia.co.in before the stipulated date.** All such queries by e-mail should be received in the suggested template (Proforma-17), on or before the time stipulated for the said purpose in the Time Schedule for RFP process. The pre-bid meeting shall be held at the stipulated date, time and venue, mentioned in Section 1 of this RFP. A maximum of two representatives from the bidders can attend the pre-bid meeting. NIACL shall clarify all queries in the pre-bid meeting or may choose to reply by e-mail to individual queries. However, it may be noted that non-receipt of reply to the queries raised by an interested entity shall not be accepted as a valid reason for non- submission of offer or delayed submission. Similarly, non-reply to any query may not be deemed as an acceptance of the issue by NIACL. Should NIACL deem it necessary to amend the RFP as a result of a clarification or otherwise, it shall do so following the procedure under section 13. 5 below.

Clarifications if any, regarding the terms & conditions of this RFP, any error, omission or discrepancy found in this RFP document have to be obtained by the bidder through the pre-bid queries only. Thereafter, no representations/queries will be entertained in this regard. Later on, if any issue(s) arise, NIACL will consider the matter on merits and decide the same, prior to opening of commercial bids.

NIACL shall not be responsible for ensuring that the bidders' queries have been received. Any requests for clarifications received after the indicated date and time may not be entertained by NIACL.

No consideration will be given to communications from bidders seeking clarifications for pre-bid queries received after the date and time stipulated by NIACL and no extension of time will be permitted for the same. However, NIACL reserves the right to extend the last date and time for the same at its own discretion.

At any time prior to the last date for receipt of bids, NIACL may, for any reason, whether at its own initiative or in response to clarifications requested by prospective Bidders, modify the RFP Document.

Clarifications/Corrigendum(if any) issued by NIACL at any time before the due date of submission of the bid will become a part of the RFP document and would be notified on the official webpage of NIACL E-Tender portal (<https://www.tenderwizard.com/NIAEPROC>)

From the date of issue, the Addenda/Corrigenda to the RFP, these shall be deemed to form an integral part of the RFP. NIACL will endeavour to provide timely response to all queries in utmost good faith. However, NIACL at its discretion may choose not to respond to the query which is not under purview of this RFP.

Requests for clarification on telephone will not be entertained.

13.5. Amendment to RFP

At any time prior to the last date for receipt of Bids, NIACL may, for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, modify the RFP Document by issuing corrigendum.

Amendments will be provided in the form of Addenda/Corrigenda to the RFP document, which will be uploaded on the website. Addenda/Corrigenda will be binding on Bidders. It will be assumed that the amendments contained in such Addenda/Corrigenda had been taken into account by the Bidder.

In order to afford Bidders reasonable time in which to take the amendment into account in preparing their bids, NIACL may, at its discretion, extend the deadline for submission of the Bids, in which case, the extended deadline will be published on NIACL's website.

The corrigendum(if any) and clarifications to the queries from all Bidders will be posted on NIACL's website E-Tender portal (<https://www.tenderwizard.com/NIAEPROC>).

Any such corrigendum shall be deemed to be incorporated into this RFP.

Any change in the timelines as decided by NIACL will be posted in NIACL website and Central Public Procurement Portal of GOI. The Bidders, in their own interest are requested to check both websites regularly to know the updates.

13.6. Bid Price

Prices quoted should be in Indian Rupees and should be inclusive of all taxes (if any) other than GST (which will be paid extra). The Bids in currencies other than INR will not be considered. GST should be shown separately in the final Price Schedule. The Bidder shall meet the requirements of Goods & Services Tax (GST) Act and changes there in as made by the competent authorities from time to time.

13.7. Earnest Money Deposit(EMD) /Bid Security

To safeguard against a bidder's withdrawing or altering its bid during the bid validity period, Bid Security (also known as Earnest Money) would be obtained from the bidders except Micro and Small Enterprises(MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization as recognized by Department of Industrial Policy & Promotion(DIPP).

The Bidder shall submit Earnest Money Deposit of ₹5,00,000 (Rupees Five Lakh only) in the form of a Demand Draft/Pay order from scheduled nationalized/commercial bank in India drawn in favour of "New India Assurance" payable at Mumbai.

The Micro and Small Enterprises(MSEs) and Startups are exempted from payment of Earnest Money, subject to furnishing of relevant valid certificate and proofs for claiming the exemption.

No interest shall be payable by the NIACL on the sum deposited as EMD/Bid Security.

The EMD should be kept in the envelope containing the technical Bid. Any bid not accompanied with the requisite EMD, or EMD not submitted conforming to above criteria, shall be treated as non-responsive and is liable to be rejected.

13.8. Return of EMD

EMDs furnished by all unsuccessful Bidders will be returned without interest on the expiration of the RFP validity/selection/empanelment of agencies, which ever is earlier.

The EMD of successful Bidder/s shall be returned/refunded after furnishing Performance Bank Guarantee as required in this RFP.

13.9. Forfeiture of EMD

The EMD made by the Bidder will be forfeited if:

- ❑ The Bidder withdraws his RFP before opening of the RFP.
- ❑ The Bidder withdraws his RFP after opening of the RFP but before Notification of empanelment of agencies.
- ❑ The selected Bidder withdraws his RFP before furnishing Performance Guarantee.
- ❑ If a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the Bidder turns out to be incorrect and/or conceals or suppresses material information.
- ❑ In case the bidder is found to be indulging in Fraudulent & Corrupt practices as defined in this RFP or

- ❑ Bidder does not respond to requests for clarification of its Proposal.
- ❑ Bidder fails to provide required information during the evaluation process or is found to be non-responsive or
- ❑ the Bidder makes any written statement or encloses any form which turns out to be false/incorrect at any time prior to signing of Contract; or
- ❑ In the case of a successful Bidder being identified, the successful Bidder with draws its offer or if the bidder fails:
 - To sign the Contract within the stipulated time.
 - To furnish Bank Guarantee towards the Performance Guarantee as mentioned in this RFP.

13.10. Period of Validity of Bids

Bids shall remain valid for a period of 1 year after the date of RFP opening as mentioned in Section 1 or as may be extended from time to time. NIACL holds the right to reject a bid valid for a period shorter than 1 year as non-responsive, without any correspondence.

In exceptional circumstances, NIACL may seek the Bidders' consent for extension of the period of validity of bids. The request and the responses there to shall be made in writing. In such case, the EMD provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its EMD unless it is the successful bidder who has been notified by NIACL that its bid has been accepted. A Bidder granting the request will not be required nor permitted to modify its bid.

The terms of the RFP including the price discovered shall remain valid for a period of thirty-six months from the date of start of the contract period.

13.11. Signing of Bid

The Bid shall be signed by the Bidder(s) or a person or persons duly authorized to sign on behalf of the Bidder.

The Bid shall be signed by the Bidder(s) or a person or persons duly authorized to sign the Bidder to the RFP. Such authority shall be either in the form of a written and duly stamped power of attorney (Proforma-1) or a Board Resolution duly certified by the company's competent authority, extract of which duly certified as true copy should accompany the Bid.

All pages of the Bid shall be initialed by the Bidder(s) or person(s) authorized by Bidder(s) for signing the Bid.

The Bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

13.12. Period of Engagement

The selected Agency's term will be for a period of 3 years' subject to satisfactory annual review. The agency will also be evaluated periodically on quarterly and/or on campaign basis.

13.13. Bid Submission

Bid prepared and sealed in accordance with the Bid Submission Procedure as per Section-12 of this RFP should be delivered at the address as mentioned in Section 1.

The Bid should be made strictly as per the prescribed Proforma. The Technical bid should be spiral bound. The index of the bids should clearly state the list of documents requested in the technical bid. The documents to be submitted along with Bid Application Form must be arranged in the order as mentioned in 'Checklist for the enclosures to be attached with bid application [Form-A] given on page no.66 of this RFP. All pages in the bid should be numbered in serial order.

13.14. Bid Language

The bid shall be in English Language.

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and NIACL shall be in English language. As far as numbers are concerned the same should be in Hindu-Arabic Numerals

13.15. Rejection of Bid:

The Bid is liable to be rejected if:

- ☐ The document doesn't bear signature of authorized person.
- ☐ Bids not quoted as per the format and nomenclature given by NIACL
- ☐ It is received through Fax/E-mail.
- ☐ It is received after expiry of the due date and time stipulated for Bid submission.
- ☐ Incomplete/incorrect Bids, including non-submission or non-furnishing of requisite documents/ Conditional Bids/Bids not conforming to the terms and conditions stipulated in this Request for Proposal are liable for rejection by NIACL.
- ☐ No Bid shall be rejected at Bid opening, except for late Bids.

Without limiting its rights in law or otherwise, NIACL reserves the right in its absolute discretion, at all times, in relation to accepting or rejecting any RFP response, varying or discontinuing the RFP and related processes. NIACL shall not be bound to give reasons for any decision made under this clause and its decision will be final and binding on all respondents to this RFP.

13.16. Deadline for Submission of Bid

The last date of submission of bid is given in Section1, unless amended by NIACL and uploaded on the website or communicated through email. For purpose of clarity of this clause the amendment will only to be the last date of the submission of bid.

13.17. Extension of Deadline of Submission of Bid

NIACL may, at its discretion, extend this deadline for submission of bids by amending the RFP Document which will be intimated through email communication, in which case all rights and obligations of NIACL and Bidders will thereafter be subject to the deadline as extended.

13.18. Late Submission of Bid

The Bids received beyond date and time mentioned in activity schedule will be termed as 'Late' and will be rejected/returned to the bidder unopened.

NIACL will not be responsible for non-receipt of bids/quotations within the specified date and time due to any reason.

NIACL may, at its sole discretion change the date/time of submission of bids and NIACL's decision in this matter will be final.

13.19. Modification and Withdrawal of Bid

Bid once submitted will be treated, as final and no further correspondence will be entertained on this. No Bid will be modified after the deadline for submission of Bid.

No bid can be modified or withdrawn by a bidder, after the submission of the bid. The bid and all the supporting documents submitted by the bidders shall be the property of NIACL.

13.20. Right to Accept/Reject/Cancel the Bid

NIACL reserves the right to accept or reject, in full or in part, any or all the offers without assigning any reason whatsoever.

NIACL reserves the right to reject any or all bids based on any deviation(s).

Bids found with suppression of details, subjective, conditional offers, partial offers will be rejected. The decision of NIACL in the evaluation of bids shall be final.

NIACL reserves the right to reject all or any part of Bid or cancel the RFP without assigning any reason whatsoever. NIACL also has the right to re-issue the RFP without the agency having the right to object to such re-issue.

13.21. RFP Abandonment

NIACL may at its discretion abandon the process of Empanelment of PR agency anytime before the notification of award.

13.22. Notification of Award

NIACL will notify the successful bidder in writing, that its proposal has been accepted and send the Letter of Intent and Contract Form incorporating all terms and conditions between the two parties. The Bidder, in turn, has to confirm the acceptance for the Offer made by NIACL through mail or registered letter within 15 days from notification of award.

13.23. Contacting NIACL

From the time of Bid opening to the time of notification of award, if any Bidder wishes to contact NIACL for seeking any clarification any matter related to the RFP, it should do so in writing, on mail ID mentioned in the Section 1.

14. Terms and Conditions

Responding to this RFP and submission of the bid by the Bidder will be deemed as consent from the Bidder to all the terms and conditions mentioned in this RFP document and the contents of the RFP along with the Annexure(s), clarifications/modifications issued, if any, will be contractually binding on the bidders. All these terms and conditions and the contents of the RFP along with the Annexure(s), clarifications/modifications issued will form the part of the purchase orders/release order/any resulting contracts, to be issued to the successful bidder from time to time as an outcome of this RFP Process.

14.1. Relationship between NIACL and the bidders

It is clarified that no binding relationship exists between any of the bidders and New India Assurance till the execution of a contractual agreement.

14.2. Information provided in the RFP

The information provided in the RFP is believed to be true and reliable at the date obtained, but does not purport to provide all the information necessary or desirable to enable the bidder to determine whether or not to participate in the RFP. Each bidder should conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. NIACL makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP.

14.3. Clarification on Bids

During evaluation of bids, NIACL may, at its discretion, ask the Bidder for clarifications on its bid. Their quest for clarification and the response shall be in writing.

NIACL may decide to accept any deviation at its discretion. However this will be done before opening of commercial bids. If any compliance or clarification sought by NIACL is not submitted within 7 business days of being called for, the bids are liable to be rejected.

The above matter is entirely at NIACL's discretion and decision of NIACL in this matter will be final.

14.4. Compliant Bids /Completeness of Response

14.4.1. The responses to this RFP must be complete and comprehensive with explicit documentary evidence in support. Information should be submitted in the same format as per the Annexure(s) attached.

14.4.2. Bidders are advised to study all instructions, clarifications, terms, requirements, appendices/ Annexure and other information in this RFP document carefully. Submission of the bid/proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

14.4.3. Failure to comply with the requirements as set out within the RFP and failure to submit the bid as detailed in the RFP may render the bid non-compliant and the Bid may be rejected.

14.4.4. Bid with insufficient information to permit a thorough evaluation may be rejected.

14.4.5. NIACL reserves the right to verify the validity of bid information, and to reject any bid where the same appears to be incorrect, inaccurate or inappropriate in NIACL's estimation.

14.4.6. Bids not conforming to the requirements of the terms and conditions may not be considered by NIACL.

However, NIACL reserves the right, to waive/modify any of the requirements of the bid in the best interests of NIACL.

14.4.7. If a bid is not responsive and not fulfilling all the conditions of the RFP and not meeting Technical Specifications and Requirement, it will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

14.4.8. Rejection of non-compliant bid:

☑NIACL reserves the right to reject any all bids on the basis of any deviation(s).

☑Bids found with suppression of details, subjective, conditional offers, partial offers will be rejected. The decision of NIACL in the evaluation of bids shall be final.

14.5. Revised commercial bid (If applicable):

NIACL may call for a additional information/document by way clarification etc. before the finalization of the technical bid. Also, during scrutiny of technical bid, if any technical specification/s and/or scope of work is/are changed or if there is a need of normalization to meet NIACL's requirement, all the bidders will be informed of the same and asked to submit fresh commercial quotation in a separate cover, duly sealed and superscribed "**Revised Commercial Proposal for Selection/Empanelment of PR Agency for New India Assurance**". During technical evaluation if any deviation is observed, NIACL may decide to accept any deviation at its discretion and decision NIACL in this matter will be final and binding. However, this will be done before opening of commercial bids.

14.6. Procedure for opening of the bids:

Bids received within the specified closing date and time in the Activity Schedule will be opened in the presence of bidders' representatives who choose to attend the bid-opening process' on the specified date, time and venue as given in the Activity Schedule (maximum two representatives per bidder will be permitted in each of the bid openings).

14.6.1. The date and Venue of the opening of the Bids shall be as per the Activity Schedule. The representatives of the bidders should carry the identity card and a letter of authority from the bidder to identify their bonafide for attending the opening of Bids.

14.6.2. The outer sealed Envelope and the envelopes containing the Pre-Contract Integrity Pact, and Technical bids shall be opened by the Tender Opening Committee(TOC) of NIACL in the presence of the bidders/their Authorized representatives who choose to attend, as per the activity schedule.

14.6.3. Technical bids will be evaluated only for those bidders declared as qualified'.

14.6.4. On completion of the Technical Bids evaluation, the date, time & venue of opening of their commercial bids will be intimated to all shortlisted bidders.

14.6.5. Commercial bids of only the bidders shortlisted in the Technical bid evaluation will be opened by the Tender Opening Committee of NIACL in the presence of the bidders/their Authorized representatives who choose to attend.

14.6.6. The representatives of the bidders should carry the organization's photo identity card or a letter of authority bearing their photograph from the bidder organization to identify their credentials for attending the opening of the commercial Bids.

14.7. Bid Evaluation:

14.7.1. NIACL will evaluate the Bids submitted in response to the RFP and all supporting documents/documentary evidences as per the requirements stated in the RFP documents and its subsequent modifications (if any).

14.7.2. NIACL may ask for meeting with the Bidders to seek clarifications inter bids.

14.7.3. Technicalities or minor regularities in bids may be waived during evaluation if it is in NIACL's best interest. The bidder may either be given an opportunity to cure any deficiency resulting from a technicality or minor irregularity units bid, or the deficiency waived if it is to NIACL's advantage so.

14.7.4. Evaluation of the responses to the [RFP](#) and subsequent selection of the successful bidder will be entirely at the discretion of NIACL and will be binding on the bidders. NIACL's decision shall be final and no correspondence seeking clarifications about the decision shall be entertained.

14.8. Payment Terms & Conditions:

i. No advance payment or interest will be made by NIACL.

ii. Payments will be made only on the agency completing all activities for that Phase as per the agreed project plan and phase completion sign off for the same from NIACL.

iii. NIACL will make payment of a correctly rendered invoice on undisputed work within 30 working days after receiving the invoice.

iv. If an invoice is found to have been rendered incorrectly after payment, any underpayment or over payment will be recoverable by or from the Agency, as the case maybe, and, without limiting recourse to other available means, maybe offset against any amount subsequently due by NIACL to the Agency under the contract.

v. NIACL reserves the right to temporarily withhold payments and impose penalty, if it is not satisfied with progress made during that period or if there is a delay in activity timelines.

vi. NIACL shall make payments in Indian Rupee (INR) on receipt of invoices, after deduction of penalties, if any, and applicable taxes at source from the agreed price to the selected Agency.

vii. The payment will be released by the Corporate Communications Department, Head Office. Payment related objections, if raised after 3 months from the date of release of payment, will not be entertained. Such objection must be raised in writing.

- viii. The agency is also duty bound to report to NIACL about any short recovery of taxes, cess, etc. at source. Such reporting to NIACL should also happen at the earliest. In case, agency fails to inform NIACL about such short recoveries of tax, cess, etc. at source, NIACL will have the right to recover all short recoveries of tax, related cess and surcharges, interest and penalties as per the demand note of Income Tax dept. or any other govt. body or regulator.
- ix. The agency shall be solely responsible to make payment to third party contracted by them and media owners.
- x. Payment towards any additional/Change orders will be due only if any change orders is exercised & approved by NIACL and delivered by the Agency.
- xi. The amount against Penalties, if any, will be recoverable from the Payment OR from any other payment due to the Agency OR from Performance Bank Guarantee.

Following documents will be required to be submitted for release of payment:

- i. Invoice printed on Agency's own letterhead (with reference of Purchase/Release order, description of goods/services delivered, quantity, unit price, total amount)
- ii. Proof of payment of Octroi/Entry Tax (wherever applicable)

14.9. Taxes and Duties

14.9.1. Agency will be entirely responsible for all taxes, duties, license fees, road permits, and transit insurance, etc., except GST incurred until delivery of the contracted services to NIACL, however NIACL will provide requisite letters for road permits.

14.9.2. GST, if any, will be reimbursed only in actual on production of appropriate receipt within 15 days of such tax payment to the respective authorities by the agency.

14.10. Deduction of Taxes at Source

NIACL will deduct taxes from the amounts due and payable to the agency wherever applicable. NIACL will provide agency with the statement of any taxes deducted by NIACL on payments under the contract. The agency agrees to reimburse and hold NIACL harmless from any deficiency including penalties and interest relating to taxes including recovery of any tax retrospectively that are its responsibility under this clause. For purposes of the contract, taxes shall include taxes incurred on transactions between NIACL and the agency.

14.11. Arithmetical errors

The Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words shall prevail. If the bidder does not accept the correction of errors, its bid will be rejected and its EMD maybe forfeited.

14.12. Normalization of Bids

14.12.1. NIACL may, at its sole discretion, decide to seek more information from the Bidders in order to normalize the Bids. However, Bidders will be notified separately, if such normalization exercise is resorted to.

14.12.2. Normalization will be done to the extent possible and feasible to ensure that Bidders are meeting the requirements of the RFP to the extent possible and that the interest of NIACL is protected. NIACL reserves the right to normalize any or all of the technical bids. If such normalisation has a bearing on the price, NIACL may at its discretion ask the bidders eligible for technical evaluation to submit the technical and commercial bids once again for scrutiny.

14.12.3. The submissions can be requested by NIACL in the following two manners:

- a. Incremental technical bid and/or incremental price submissions in part of the requested clarifications by NIACL (or)
- b. Revised technical and/or price submissions of the part or whole Bid

14.12.4. The process of normalisation may be iterative till such time NIACL is satisfied with the response of the Bidders.

14.12.5. The Bidder by participating in this tender agrees to the normalisation process being followed and adopted by NIACL and has no reservation on the process adopted. In the event the Bidder has any query on the normalisation process the same may be raised by the Bidder as part of the pre-bid queries.

14.12.6. This clause is not applicable for items where the Bidder has missed out quantities or scope items, in such cases the bidder will have to make good such items or scope at no additional cost to NIACL.

14.12.7. NIACL can repeat this normalisation process at every stage of bid submission till NIACL is satisfied. The Bidders agree that they have no reservation or objection to the normalisation process and all the Bidders will, by responding to this RFP, agree to participate in the normalisation process and extend their co-operation to NIACL during this process.

14.12.8. The Bidders, by submitting the response to this RFP, agree to the process and conditions of the normalisation process.

14.12.9. NIACL, at its discretion, will go through a process of normalisation of the bids to the extent possible and feasible, to ensure that Bidders are more or less on the same technical ground.

However, Bidders will be notified separately, if such normalisation exercise is resorted to. After the normalisation process, if NIACL 's technical evaluation team feels that any of the bids needs to be normalised and that such normalisation has a bearing on the price bids, NIACL may at its discretion ask all the technically short-listed Bidders to resubmit:

- Incremental Technical and Commercial bids, or
- Complete Technical and Commercial bids once again.

14.12.10. NIACL can repeat this normalisation process several times after each submission and subsequent evaluation of the technical submission, till NIACL is satisfied. By responding to this RFP, the Bidders have agreed that they have no reservation or objection to the process & conditions of normalisation and will participate in the normalisation process and extend their cooperation to NIACL during this process.

14.13. Performance Bank Guarantee (PBG)

14.13.1. The selected bidder will provide an unconditional and irrevocable Performance Bank Guarantee, within 15 days from the Notification of award, for a value equivalent to 10% of the final commercial quote by the bidder at the end of the RFP process. The Bank Guarantee should be as per the format given as Annexure V - Bank Guarantee and should be executed by a Nationalised/Scheduled bank acceptable to NIACL and having Branches in Mumbai.

14.13.2. In case the selected bidder fails to submit Performance bank guarantee within the time stipulated, it will be considered that the selected vendor has backed out and the vendor will be blacklisted by NIACL. NIACL at its discretion may cancel the notification placed on the selected bidder without giving any notice.

14.13.3. The PBG should be valid for the entire contract period from the date of its submission to NIACL.

14.13.4. In case of extension of the contract by NIACL, the vendor should submit a fresh PBG of the same amount or extend the validity period of the submitted PBG to cover the extended validity period of the tender. This should happen within one month prior to the expiry of the earlier PBG, unless otherwise intimated by NIACL.

14.13.5. Format for submitting the unconditional and irrevocable Bank Guarantee is attached here as Proforma-18 and should be executed by a Nationalised/Scheduled bank acceptable to NIACL and having Branches in Mumbai.

14.13.6. The PBG will not carry any interest.

14.13.7. The PBG may be required to be submitted in multiple numbers, if required by NIACL.

14.13.8. The PBG may be invoked for the entire amount if the vendor backs-out of his obligations as per this tender or if the fresh PBG is not received by NIACL one month prior to the expiry of the earlier PBG; apart from other actions that may be decided by NIACL.

14.13.9. The PBG will be invoked in full or part (to be decided by NIACL) in any of following eventualities during the period of contract:

- i. The bidder fails to honour expected deliverables or part as per this RFP after issuance of PO
- ii. Any legal action is taken against the bidder restricting its operations
- iii. Any action taken by statutory, legal or regulatory authorities for any breach or lapses which are directly attributable to the bidder.
- iv. NIACL incurs any loss due to agency's negligence in carrying out the assignment as per the agreed terms & conditions.

14.13.10. The Performance guarantee will be discharged by NIACL and returned to the issuing Bank with intimation to the bidder not later than 60 days following the date of completion of the bidder's Performance obligations including any warranty obligations under the contract.

14.13.11. In the event of any contract amendment, the bidder shall, within 7 days of agreeing to such amendment, furnish the amended Performance Guarantee, valid for 60 days beyond the duration of the Contract as amended, including warranty obligations.

14.14. Contracting

The notified Bidder who submits the Performance Bank Guarantee as above will enter into the contract with NIACL as per the terms and conditions of this RFP.

NIACL reserves the right to incorporate standard contract provisions and the contract shall at all times be compliant to provision of the CVC and Golon procurements, and General Financial Rules 2017 for contract management

http://finmin.nic.in/the_ministry/dept_expenditure/gfrs/GFR2017.pdf

NIACL reserves the right to incorporate standard contract provisions into any contract negotiated as a result of any proposal submitted in response to this RFP. These provisions may include such things as the normal day-to-day relationships with the Bidder, but may not substantially alter the requirements of this RFP. Further, the successful bidder is to be aware that all material submitted in response to this RFP, as well as the RFP itself, will form a part of the final contract. The selected bidder(s) will sign a contract with NIACL to provide the services stated in their responses. The Contract will be subject to review throughout its term. NIACL will consider cancellation of contract upon discovery that the selected agency is in violation of any portion of the Contract, including an inability by the bidder to provide the products, support and/or service promised their response. NIACL reserves the right to cancel this RFP, to make a partial award, or to make no award if it determines that such action is in the best interest of the NIACL.

NIACL reserves the right at the time of award of contract and during the term of the contract to vary the quantity of services and goods specified in the RFP without any change in unit prices or other terms and conditions.

NIACL, at all times, reserves the right to modify, include or exclude procurement of services under consideration in this RFP if it is to NIACL's advantage to do so.

15. Other/General Terms and Conditions

15.1. Disqualifications

NIACL may at its sole discretion and at anytime during the evaluation of Proposal, disqualify any Bidder, if the Bidder has:

- a. Made misleading or false representations in the forms, statements or attachments submitted in proof of the eligibility requirements;
- b. Exhibited a record of poor Performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;
- c. Submitted a proposal that is not accompanied by required documentation or is non-responsive;
- d. Failed to provide clarifications related thereto, when sought;
- e. Submitted more than one Proposal;
- f. Been declared ineligible by the Government of India/State/UT Government/PSUs for corrupt and fraudulent practices or blacklisted.
- g. Submitted a Proposal with price adjustment/variation provision.

15.2. Consortiums or sub-contractor

No consortium bidding is allowed. NIACL will not consider joint or collaborative proposals that require a contract with more than one prime agency. Bidders need to fulfil all the eligibility criteria and technical evaluation criteria in its individual capacity unless mentioned otherwise.

15.3. Assignment:

The successful bidder shall not assign in whole or in part, the obligations to perform under the contract, except with NIACL's prior express consent.

15.4. Transportation and Insurance:

The successful Bidder is required to deliver the products and services at the destination as informed in the Purchase/ Release Order for execution. Transportation and Insurance of goods shall be arranged and paid for by the agency at no extra cost to NIACL. The goods supplied shall be fully insured by the agency for and from transit period till fourteen days from the date of delivery at NIACL's offices, at their cost against any loss or damage. Should any loss or damage occur, the agency shall:

- i. Intimate and pursue claim with the Insurance Company till settlement and
- ii. Promptly make arrangements for replacement of any damaged item/s (within fifteen days of detection of damages), irrespective of the settlement of claim by the Insurance Company.

15.5. Dispute:

- a) In the event of any dispute or disagreement over the interpretation of any of the terms in this bid document or claim liability of any kind whatsoever arising out of or in connection with the agreement or the carrying out of work (whether during the progress of the work or after its completion and whether before or after determination abandonment or breach of contract) shall be referred for the decision of the General Manager, Corporate Communications, NIACL and the decision of the General Manager, NIACL will be final. In case of non-acceptance, disputes or differences that the employer may have with the contractor shall also be referred to Arbitration. The matter shall be referred to the arbitration tribunal which will be constituted by

the General Manager of NIACL only after receipt of specific request from either of the aggrieved parties. The arbitration tribunal prescribed herein above shall comprise of a three members Arbitral Tribunal, one of each will be appointed by either party and both the Appointed Arbitrator by either party will appoint the 3rd Arbitrator who will act as a Presiding Arbitrator. The processing of the arbitration will be as per Arbitration and Conciliation Act 1996 or any statutory modifications or Amendment to it from time to time. The venue of arbitration shall be Mumbai. Subject here to the courts in Mumbai shall have exclusive jurisdiction to the exclusion of all other courts.

- b) Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.
- c) The agency shall not be entitled to suspend the Service(s) or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service(s) in accordance with the provisions of the RFP notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

15.6. Governing Law & Jurisdiction

The contract shall be interpreted in accordance with the laws of the Government of India.

The contract shall be governed by and construed in accordance with the laws of India, without giving effect to conflict of law rules. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction specified in the contract details and hence, any legal dispute will come under the jurisdiction of Mumbai High Court only.

All disputes or differences whatsoever arising between the parties out of or in connection with the contract or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of the contract, abandonment or breach of the contract), shall be settled mutually.

If however, the parties failing to solve them amicably, party (NIACL or Selected Bidder), may give written notice to other party clearly setting out there in specific dispute(s) and/or difference(s) and shall be referred to arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties.

Any dispute or differences whatsoever arising between the agency and NIACL out of or relating to the construction, meaning, operation or effect of the contract or breach thereof, shall be referred for arbitration to be considered in accordance with the Arbitration & Conciliation Act, 1996 and the venue of arbitration shall be in Mumbai and language of Arbitration shall be English.

If any of the bidders have engaged any contract labourers, the bidders have to submit the registration/licence as per sec7 and 12 of Contract Labour Abolition Act, 1971 and also they should have necessary registration/ licence under ESI Act and EPF Act.

15.7. Consequences of Termination of the Selected Bidder:

In the event of termination of the selected Bidder due to any cause whatsoever, [whether consequent to the stipulated terms of the RFP or otherwise], NIACL shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the terminated Bidder shall be obliged to comply with and take all available steps to minimise loss resulting from that termination/breach, and further allow the next successor Bidder to takeover the obligations of the terminated Bidder in relation to the execution/continue execution of the scope of the work defined in RFP. This Period of transition shall not exceed six months from effective date of termination. Nothing herein shall restrict the right of NIACL to invoke the Performance Bank Guarantee and Take other actions as defined in this RFP and pursue such other rights and/or remedies that may be available under law or otherwise, subject to providing the bidder a thirty days' cure period in writing.

The termination here of shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the RFP that are expressly or by implication intended to come into or continue in force on or after such termination.

15.8. Force Majeure Condition or Unforeseen Events:

a) For Purposes of This Clause, 'force majeure or Unforeseen events' means an event beyond the reasonable control (other than lack of funds for any reason or any strike, lockout and labour disputes in respect of the agency only) of the Bidder excluding

those involving supplier's faults. Such events may include, but are not restricted to, acts of the government in its sovereign capacity, wars or revolutions, riots, labour and industrial disputes, fires, floods, epidemics, quarantine restrictions and freight embargoes.

b) In case a Force Majeure situation arises, the agency shall immediately notify New India Assurance in writing of such conditions and the cause thereof within two calendar days and prove that such is beyond the control and affect the implementation of the agreement. The agency will make all reasonable efforts to minimise the effects of such circumstances on the Performance of the contract.

c) Unless otherwise directed by NIACL in writing, the agency shall continue to perform its obligations under the contract as far as it is reasonably practical, and shall seek all reasonable means for Performance not prevented by the Force Majeure event.

d) If non-Performance or diminished Performance by the agency due to the circumstances as per 15.8(a) above continues for a period more than 15 consecutive days, the other party may terminate the Contract Immediately By Giving the Affected Party written notice.

e) If the Contract is terminated:

a. Each party will bear its own costs and costs and neither party will incur further liability to the other;

Where the agency is the Affected Party, it will be entitled to payment for Services Accepted or work performed prior to the date of termination of the contract.

15.9. Limitation of Liability

Accepting cases of criminal negligence or wilful misconduct and in case of infringement of intellectual property rights, both parties shall not be liable, whether in contract, tort or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of supplier/vendor to pay liquidated damages to the Company and the aggregate liability of both the parties whether under the Contract, in tort or otherwise, shall not exceed the total Contract price with NIA Calendar this Contract provided that this limitation shall not apply to the cost of repairing replacing defective equipment.

15.10. Confidentiality

The contents of this RFP and the supporting documentation are confidential to the Company and are provided solely for the purpose in response to the RFP. The bidder shall not, without the written permission of NIACL, make any public statements in relation to the details of contract or the awarding of any subsequent order or contract to the bidder.

15.11. Copyright Violation and PatentRights:

TheBidder shall undertake to indemnify NIACL in respect of all claims arising out of violation of a Patents or Copyrights, for all content supplied by the successful bidder. The Bidder shall indemnify NIACL against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the services provided. The agency Should have back to back agreement to safeguard the Company's Interest with regards to IPR. IF THE BIDDER IS NOT ABLE TO COMPLY WITH THIS CONDITION, THE BIDWILL BE TREATED AS NON-RESPONSIVE.

15.12. Fraud and Corrupt Practices:

The bidder/agency, their employees and representatives shall observe the highest standard of ethics at all times (pre and post the RFP process). Notwithstanding anything to the contrary contained in this RFP, NIACL shall reject a Bid or terminate the contract without being liable in any manner whatsoever to the bidder/agency, if it determines that the bidder/agency has, directly or indirectly or through agent, engaged in corrupt/ fraudulent/coercive/undesirable/restrictive practice (collectively the "Prohibited Practices") at any time. In such an event, NIACL shall, without prejudice to its any other rights or remedies, forfeit in part of full the EMD/PBG, as the case may be for, inter alia, time, cost and effort NIACL, with regard to the RFP, including consideration and evaluation of such Bids and such Bidder/agency may not be allowed to participate in any RFP issued by NIACL during a period of three years from the date such bidder/agency is found by NIACL to have directly or through an agent, engaged or indulge in corrupt/fraudulent/coercive/undesirable/restrictive practice, as the case maybe Without Prejudice The rights of NIACL under Clause above And the rights and remedies which the New India Assurance may have under the Letter of Intent (LOI) or the Agreement, if Bidder, as the case maybe, is found by NIACL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the OI or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by NIACL during a period of 3 years from the date such Bidder , as the

Case may be, is found by NIACL to have directly or through an agent, engaged overindulged any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be. For the purposes of this Section, the following terms shall have the meaning herein-after respectively assigned to them:

“Corrupt Practice” means

- i. The offering, giving, receiving, or soliciting, directly or indirectly, of anything of Value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of NIACL who is or has been associated in any manner, directly or indirectly with the selection process or the LOI or has dealt with matters concerning the agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of NIACL, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or
- ii. Save as provided here in, engaging in any manner whatsoever, whether during the selection processor after the issue of the LOI or after the execution of the agreement, as the case may be, any person in respect of any matter relating to the Projector the Award for the agreement, who at any time has been or is a legal, financial or technical advisor of NIACL in relation to any matter concerning the Project;

For the purposes of this Section, the following terms shall have the meaning herein-after respectively assigned to them:

“Fraudulent practice” means "a misrepresentation or omission of facts or disclosure of incomplete facts, suppression of facts in order to influence the Selection Processor violation of statutory requirements/regulations etc.

“Coercive Practice” means impairing or harming or threatening impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the selection process;

“Undesirable Practice” means (i) establishing contact with any person connected with or employed or engaged by NIACL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the selection process; or (ii) having a Conflict of Interest; and

“Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among agencies with the objective of restricting or manipulating a full and fair competition in the selection process.

15.13. Ambiguities Within the Document:

In case of ambiguities or discrepancies with in this RFP, the following principles shall apply:

- I. Apart from the clauses where specifically mentioned, all other terms and conditions of the RFP are applicable.
- ii. As between two Clauses of this RFP, the provisions of as specific Clause relevant to the issue under consideration shall prevail over those in general Clause;

iii. As between the provisions of this RFP and Annexures, the RFP shall prevail, save and except as expressly provided otherwise in the RFP or the Annexures; and

iv. As between any value written numerals and that in words, the value in words shall prevail.

15.14. Conflict of interest:

NIACL requires that agencies provide professional, objective and impartial services and at all times hold NIACL's interest's paramount, strictly avoid conflicts with other Assignment(s)/ Job(s) or their own corporate interests and act without any expectations/consideration for award of any future assignment(s) from NIACL.

Agencies shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest NIACL, or that may reasonably be perceived as having this effect. If the agencies fail to disclose said situations and if NIACL comes to know about any such situation at any time, it may lead to the disqualification of the Agencies during bidding process or the termination of its Agreement During Execution of assignment.

Employees of NIACL shall not work for or be a part of the firm/company or Agency(ies). Similarly, employees of the Agency shall not have any right of employment in NIACL.

15.14.1. Bidders shall not have conflict of interest that may affect the Selection Process. Any bidder found to have a conflict of Interest Shall be disqualified. In the event of disqualification, NIACL shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimate compensation damages payable to NIACL for, inter alia, the time, cost and effort of NIACL including consideration of such bidder's Proposal, without prejudice to any other right or remedy that may be available to NIACL here or or otherwise.

15.14.2. NIACL requires that the Bidder provides professional, objective, and impartial advice and at all times hold NIACL interest paramount, avoid conflict with other assignments or its own interests, and act without any consideration for future work. The Bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations of other projects or contracts, or that may place it in a position of not being able to carry out the assignment in the best interests of NIACL.

15.14.3. Without limiting the generality of the above, bidder shall be deemed to have a conflict of Interest affecting the selection process, if:

- i. the Bidder, or Associates (or any constituent thereof) and any other Bidder, or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest;
- ii. Such Bidder or its Associate receives or has received any director in direct subsidy or grant from any other Bidder or its Associate; or
- iii. Such Bidder has a relationship with another bidder, directly or through common third parties, that puts the min a position to have access to each other's information about, or to influence the bid of either or each of the other Bidder; or there is a conflict among this and other assignments of the bidder (including its personnel another

members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Bidder will depend on the circumstances of each case. While providing services to NIACL for this particular assignment, the Bidder shall not take up any assignment that by its nature will result in conflict with the present assignment.

15.14.4. Warranty that there is no conflict of interest.

The agency will warrant that, to the best of its knowledge after making diligent inquiry, at the date of signing the contract no conflict of interest exists or is likely to arise in the performance of its obligations under the contract. An agency will not have a conflict of interest that may affect the services.

15.14.5. Notification of a conflict of interest

The agency shall make a disclosure to NIACL as soon as any potential conflict comes to its notice but in no case later than fourteen days and any breach of this obligation of disclosure shall be construed as Conflict of Interest. NIACL shall, upon being notified by the agency under this Clause, decide whether it wishes to terminate his Services or otherwise, and convey its within a period not exceeding twenty-one days.

15.15. Indemnity:

15.15.1. Agency will undertake to indemnify NIAC from and against all Losses on account of bodily injury, death or damage to tangible personal property of any person, Company or other entity (including NIACL) attributable to the agency's negligence or wilful default in Performance or non-Performance under the contract. If NIACL promptly notifies agency in writing of third party claim against NIACL that any service provided by the agency infringes copyright, patent or trade secret of any third party, the agency will defend such claim at its own expense and will pay any costs or damages that may be finally awarded against NIACL. Agency will not indemnify NIACL, however, if the claim of infringement caused:

- a) NIACL's misuse or modification of the Service;
- b) NIACL's failure to use corrections or enhancements made available by the agency;
- c) NIACL's use of the Service in combination with any product or information not owned or Developed by the agency;
- d) NIACL's distribution, marketing or use of the Service for the benefit of third parties; or
- e) Information, direction, specification of materials provided by NIACL or a third party contracted to it. If any Service is or is likely to be held to be infringing, agency will at its expense and option either:
 - i. Procure the right for NIACL to continue using it;
 - ii. Replace it with a non-infringing equivalent; or
 - iii. Modify it to make it non-infringing. The foregoing remedies constitute NIACL's sole and exclusive remedies and agency's entire liability with respect to infringement.

15.15.2. The indemnities set above shall be subject to the following conditions:

- i. NIACL, as promptly as practicable, informs the agency in writing, of the claim or proceedings and provides relevant evidence, documentary or otherwise;
- ii. NIACL will, at the cost of the agency, give the agency all reasonable assistance in Defence of such claim including reasonable access to all relevant information, documentation and personnel provided that NIACL may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defence;

- iii. If the agency does not assume full control over the Defence of a claim as provided in this Article, the agency may participate in such Defence at its sole cost and expense, and NIACL will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of NIACL will be included in losses to be indemnified by the agency;
- iv. NIACL shall not prejudice, pay or accept any proceeding or claim, or compromise any proceedings or claim, without the written consent of the agency;
- v. All settlement claims subject to indemnification under this Clause will:
 - i. be entered into only with the consent of NIACL, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff or a liability in respect of such claim; and
 - ii. Include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- vi. NIACL will account to the agency for all awards, settlements, damages and costs (if any) finally awarded in favour of NIAC which are to be paid to its connection with any such claim or proceedings;
- vii. NIACL will take steps that the agency may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
- viii. In the event that the agency is obligated to indemnify NIACL pursuant to his clause, the Agency will, upon payment of such indemnity full, be subrogated to all rights and defences of NIACL with respect to the claims to which such indemnification relates; and
- ix. If a Party makes a claim under the indemnity set out under this Clause above in respect of any particular loss or losses, then that Party shall not be entitled to make any further claim in respect of that losses or Losses (including any claim for damages).

15.16. Rights reserved by NIACL:

15.16.1. If at any future point of time, it is found that the bidder had made a statement which is factually incorrect, NIACL reserves the right to debar the Bidder from participating in future RFPs floated for a period decided by NIACL and take any other action as may be deemed necessary including the invocation of EMD/PBG in part or full.

15.16.2. NIACL reserves the right to accept or reject any bid and annul the RFP process and reject all Bids, at any time prior to award of agreement without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder(s). Reasons for Cancellation Will be determined by NIACL at its sole discretion.

15.16.3. NIACL reserves the right to accept or reject any or all Bids without assigning any reasons. Bids may be accepted or rejected in total or in any part thereof.

15.16.4. NIACL reserves the right to verify the validity of bid information, and to reject any bid/quotation where the same appears to be incorrect, inaccurate or inappropriate in the Company's estimation.

15.16.5. Bids not conforming to the requirements of the RFP may not be considered. NIACL reserves the Right, at any time, to waive any of the requirements of the RFP, at its sole discretion and in the best interest of the Company. However, this will be done before opening of the commercial bid(s).

15.16.6. Further, the Company shall have the right to cancel the RFP process at anytime without assigning any reason, prior to finalisation of the contract, without thereby incurring any liability to the affected bidder or bidders. Reasons for cancellation will be determined by the company's sole discretion.

15.16.7. NIACL may call for additional information/document by way of clarification before the finalisation of this tender process.

15.16.8. Procurement of any services outside this tender.

15.16.9. There may be certain unforeseen issues. NIACL will decide these issues based on the merits of each case. The decision taken by NIACL will be final and binding on the bidders/selected bidders.

15.16.10. The decision of NIACL in all matters will be final and binding on all bidders participating in this bid.

15.16.11. NIACL may terminate the agreement if it determines at anytime that the agency or their representatives were engaged in corrupt, fraudulent, collusive or coercive practices during the selection processor the execution of the agreement, even if the concerned agency have taken timely and appropriate action satisfactory to the NIACL to remedy the situation.

15.17. Contract Period

Unless terminated in accordance with the terms and conditions of this RFP, the duration of the contract period will be 3 years from date of signing of contract between NIACL and the selected Bidder. The contract period may be extended for a period agreed upon mutual terms between NIACL and agency, for a maximum period of 2 years.

15.18. General Obligations of the parties

The selected bidder will, at all times:

- a. Act Reasonably in Performing Its Obligations;
- b. Diligently Perform Its Respective Obligations; and
- c. Work together with NIACL in a collaborative manner.

15.19. Obligations of the selected bidder

a. The bidder will supply the Services:

- i. With Due skill and care and to the best of the bidder's knowledge and experience;
- ii. In accordance with relevant Indian industry standards, good industry practice and guidelines or where one apply, relevant international industry standards, leading practice and guidelines;
- iii. Using the Specified Personnel;
- iv. In accordance with applicable Laws;
- v. In accordance with any reasonable directions, in relation to the Services to be provided by the bidder, given by NIACL from time to time;
- vi. So as to meet the Milestones and other project plan requirements, and where no Milestones project plan requirements are specified, promptly and without delay;

- b. The bidder will be responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanours.
- c. The bidder will be obliged to work closely with NIACL's staff, act within its own authority and abide by the directive issued by NIACL and undertake implementation activities.
- d. The bidder will abide by the job safety measures prevalent in India and will free NIACL from all demands or responsibilities arising from accidents loss of Non-life the cause of which is the Vendor's Negligence. The bidder will pay all indemnities arising from such and will not hold NIACL responsible or obligated.

15.20. Warranties

The bidder will have to represent and warrant that:

- a. It has the right to enter into the contract resulting from this RFP;
- b. It has All rights, title, licences, interests and property necessary to lawfully perform theServices;
- c. Its Personnel, including its Specified Personnel, have the necessary experience, skill, knowledge and competence to perform theServices;
- d. The Services will be complete, accurate and free from material faults; and
- e. It will not, nor will it suffer or permit any third party under its direction or control to negligently introduce into NIACL's systems or any Deliverables any Harmful Code.

15.21. Access to NIACL's premises

NIACL will provide the agency necessary access to its premises, as and when required and is deemed reasonable.

15.22. Conduct at NIACL's premises

The agency will, if using or accessing NIACL's premises or facilities, comply with all reasonable directions and procedures relating to occupational health and safety and security in operation at those premises or facilities whether specifically drawn to the attention of the agency or as might reasonably be inferred from the circumstances.

15.23. Subcontracting

The agency will not be allowed to subcontract any portions of the scope of this RFP to any other party.

15.24. Documentation

15.24.1. Provision of Documentation

The agency/ies will provide NIACL the comprehensive and complete documentation of pandas specified in theScope of Working the format and at the times specified in the Scope of Work.

15.24.2. Documentation Requirements

The documentation must at the time of delivery:

- a. Be current and Accurate;
- b. Adequately Explain Key Terms and Symbols; and
- c. Be in English.

15.25. Varying the Services

15.25.1. Variations Proposed by NIACL

NIACL reserves the right to initiate any change in the scope of contract. Agency must factor in a maximum of 10% scope changes within the services cost to be quoted in the commercial bid. Any change in the scope beyond this 10% will be informed to the agencies in writing. If NIACL wants to vary the Services:

- a. NIACL will request the agency in writing setting out the proposed variations;
- b. Within 7 days after receiving NIACL's requester with in another period mutually agreed, the agency must respond in writing to NIACL specifying what impact those variations will have on:
 - i. The Service Charges; the Services or Deliverables, including any particular Deliverable;
 - ii. the agency's ability to perform its obligations under current Contract (including its ability to meet Milestones) and with respect to the change of scope proposed;
- c. Within 7 days after receiving the agency's response, or within another period mutually agreed, NIACL will give the agency a written notice accepting or rejecting the response.
- d. The Contract may be varied only in writing signed by each party.

15.25.2. Effective Date of Variation

Any variation in the services will take effect from the date on which the parties execute a Change Order. In such a case, the contract will be amended to give effect to the Change Order.

15.25.3. Change Order

- a. If any such change causes an increase or decrease in the cost of, or the time required for the agency's performance, provisions under the Contract, an equitable adjustment shall be made in the Contract Price or deliveries schedule, or both, and the Contract shall accordingly be amended. Any claims by the vendor for adjustment under this clause will be asserted within fifteen days from the date of the agency's receipt of NIACL's change order.
- b. It should be understood that payment under this clause will be made only if Change orders are exercised, approved and delivered.

15.25.4. Change Requests

The following would constitute a Change request:

- a. Any work Which has not been specifically mentioned the scope of work of the RFP, the annexure and pre-bid queries
- b. Any changes in the deliverables post approval by NIACL.

In such a case, the additional effort estimated by the agency and its costs would be discussed and finalised in discussions with the agency. The basis of this cost would be as quoted by the agency in the Commercial bid.

It should be understood that payment under this clause will be made only if Change requests are exercised, approved and delivered.

15.25.5. Contract Amendments

No variation in or modification of the terms of the contract shall be made except by written amendment signed by both NIACL and agencies.

Any Changes in law, taxes and policies shall be governed through the provision thisRFP.

15.26. Co-operation with Personnel and entities interacting with NIACL

The agency, will, in the Performance of the Services:

- a. Fully cooperate with NIACL's Personnel and any other entity interacting with NIACL; and
- b. Use its best efforts to coordinate its activities so as to support and facilitate, in NIACL's best interests, the timely and efficient completion of all work and other activities to be performed for NIACL by any person.

15.27. Change in Constitution

Any Change in the constitution of the firm, etc. shall be notified forthwith by the agency in writing to NIACL and such change shall not relieve any former member of the firm, etc., from any liability under the contract.

15.28. Monitoring progress

15.28.1. Progress meetings

Regular review meetings will be held between the agency and NIACL to discuss any issues in relation to the provision of the Services. The frequency of such progress meetings will be weekly during the first three months, monthly during the next six months and quarterly thereafter unless any other frequency agreed by NIACL in writing.

15.28.2. Reporting

The agency must provide NIACL with reports in accordance with the Scope of Work.

15.29. Performance Assessment

15.29.1. Assessment of Services

Each element of the services is subject to assessment by NIAC against the relevant Performance Criteria. Performance Measurement Matrix shall be developed in consultation and agreement with the selected bidder and shall form part of the contract.

15.29.2. Notice of non-compliant services

- a. If NIACL considers that all or part of the Services does not meet the specifications, NIACL will notify the agency within seven business days of assessing the Services against the specifications
- b. NIACL will include reasons for the Services not meeting the specifications of the notice given under clause 'a' above.

15.29.3. Rectification of non-compliant services

If NIACL notifies the bidder that all or part of the Services does not meet the performance Criteria, the agency will:

- A. Take all necessary steps ensure that the services are promptly corrected;
- B. Give notice to NIACL when services have been corrected; and
- C. Allow NIACL to repeat the assessment of all or part of the Services against the specifications, within five business days after the date of the notice or such other time as agreed mutually in writing.

15.30. Intellectual Property Rights

15.30.1. Third Party Material

The successful bidder must have ownership or obtain all necessary copyright and other Intellectual Property right permissions before making any thirdParty Material available to NIACL for the purpose of performance of services under this RFP and resulting contract.

15.30.2. NIACL ownership Intellectual Property Rights in Contract Material

- a) All Intellectual Property Rights in the Contract Material shall vest in NIACL;
- b) To the extent that NIACL need to use any of the content/designs/creative provided by the agency to receive the full benefit of the services (including the Contract Material), the agency grants to, or must obtain for, a world-wide, royalty free, perpetual, non- exclusive licence to use, reproduce, adapt, modify and communicate that content/designs/creative.

15.30.3. Responsibility of The Successful Bidder

It would be the responsibility of the successful bidder to ensure that it has legal, valid and current rights to provide all the deliverables as sought under this RFP. NIACL acknowledges that save as expressly provided elsewhere in this RFP, all Intellectual Property Rights in relation to the content/creative, its documentation, development, and any adaptations, translations and derivative work, whether a copyright, trademark, patent, trade secret designer otherwise, provided to the NIACL by the bidder during, in connection with or in relation to fulfilling its obligations under this RFP will belong to and shall remain a property of the bidder or its licensor, except under the condition when the NIACL has taken possession of the content/creative.

15.30.4. Liability of the successful bidder

The successful bidder shall be responsible for all due permissions, authorization and consents from any third party licensors of software provided by the bidder for this project.

The liability of the bidder, regardless of the nature of the action giving rise to such liability and in case of claims against the NIACL arising out of misconduct or gross negligence of the bidder, its employees and subcontractors through infringement of rights, patents, trademarks, copyrights, Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

15.30.5. IPR Warranty

The agency will warrant that:

- a. The Warranted Materials and NIACL's use of those Warranted Materials, will not infringe the Intellectual Property Rights of a person; and
- b. It has the necessary rights to vest the Intellectual IPropertyRights

15.30.6. Remedy for breach of warranty

If a third party lays a claim for any partial or full ownership of any content/creative or its components supplied by bidder, which jeopardise, disrupt or endanger the NIACL right of uninterrupted use of the content/creative, the bidder shall at no cost whatsoever to the NIACL, (i) regularise the licence so that the NIACL may continue to use the content/ creative in accordance with the terms set out in the R P and any subsequent Agreement, or (ii) modify the content /creative without affecting the Performance or functional aspects of the content/creative in any manner, to avoid the infringement claim, or (iii) replace the content/creative with an alternate, non-controversial and non-infringing product, without compromising the quality and functionality of the content/creator to be replaced.

The agency will indemnify NIACL against all third-party claims of infringement patent, Intellectual Property Rights, trademark, copyright or industrial design rights arising from use of the agency's solution or any part thereof through out the Offices of NIACL, including but not limited the legal actions by any third party against NIACL.

The NIACL shall not be held liable for and would be absolved of responsibility or claim/litigation arising out of the use of any third party content / creative or its components supplied by the bidder in terms of requirements of this RFP.

15.30.7. Patent Rights Another Litigation Costs

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from use of the systems or any parts thereof with relation to the contract deliverables, in NIACL's country, the agency will act expeditiously to extinguish such claim. If the agency fails to comply and NIACL is required to pay compensation to a third party resulting from such infringement, the agency will be responsible for the compensation including expenses (court costs and lawyer fees). NIACL will give notice to the Agency of such a claim, if it is made, without delay as when received.

In no event shall NIACL be liable for indirect, incidental or consequential damages or liability, under or in connection with or arising out of this RFP, or out of any subsequent agreement relating to any creative/content/software and services delivered. For this purpose, it would be immaterial how such liability may arise, provided that the claims against customers, users and service providers of NIACL are considered as a direct claim.

15.31. Moral Rights

15.31.1. Obtaining consents

To the extent permitted by applicable Laws and for the benefit of NIACL, the agency will:

- Give, and Use its best endeavours to ensure that each of the Personnel used by the agency in the production or creation of the Contract Material.
- Gives, genuine consent writing, a form acceptable to NIACL, to the use of the Contract tMaterial for the Specified Acts, even if such use would otherwise be an infringement of their Moral Rights.

15.31.2. Specified Acts

In this clause, Specified Acts means:

- A. Falsely attributing the authorship of any Contract Material, or any content in ContractMaterial (including without limitation literary, dramatic, artistic works and cinematograph films within the meaning of the Copyright Act,1957, Amendment 2012);
- B. Materially altering the style, format, colours, content or layout of the Contract Material and dealing in any way with the altered Contract Material;
- C. Reproducing, communicating, adapting, publishing or exhibiting any Contract Material; and
- D. Adding any additional content information to the Contract Material.

15.32. Confidentiality and privacy

15.32.1. Confidential Information not to be disclosed

- A. Information relating to the examination, clarification, comparison and evaluation of the proposals submitted shall not be disclosed to any of the responding firms or their representatives or to any other person not officially concerned with such process until the selection process is over. The undue use by any responding firm of confidential information related to the process may result in rejection of its proposal.
- B. The agency, including but not limited to its personnel, agents and associates, is bound by the conditions of the Non-Disclosure agreement submitted by the agency's response to theRFP.
- C. During the execution of the contracted services, the agency will have access to confidential information ofNIACL. The agency shall use the same degree of care to maintain the confidentiality of the information as if the information is it down and shall not disclose information at any point of time to any other person/third party the information received.
- d. The agency will use the information only for serving NIACL's interest and restrict disclosure of information solely to their employees on a need to know basis in order to accomplish the purpose stated in thisRFP,
- e. Advise each such employee, before he or she receives access to information, of the obligation of the agency under this agreement and require such employees to honour these obligations.
- F. The agency will treat as confidential all data and information about NIACL, obtained in the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of NIACL.
- g. Violation of NDA will lead to forfeiture of performance Bank guarantee and will additionally lead to legal action and blacklisting.

15.32.2. Exceptions To Obligations

The obligations on the parties under this clause will not be taken to have been breached to the extent that Confidential Information:

- A. Is disclosed by a party to its advisers or employee solely in order to comply with obligations, or exercise rights, under the contract;
- B. Is disclosed to a party's internal management personnel, solely enable effective Management to auditing of Contract related activities;
- C. is disclosed by NIACL;
- D. is disclosed by NIACL, in response to a request by a House or a Committee of the Parliament/Assembly;
- E. Is authorised or required by law to be disclosed; or
- F. Is in the public domain otherwise than due to a breach of this clause.
- G. Is lawfully known by the Recipient at the time of disclosure without any obligation to keep the same confidential
- H. Is independently developed by the Recipient without use or reference to such confidential Information

15.32.3. Obligations on disclosure

Where a party discloses Confidential Information to another person:

- A. The disclosing party must notify the receiving person that the information is Confidential Information; and not provide the information unless the receiving person agrees to keep the information confidential; or
- B. The Disclosing Party must notify the receiving party that the information is Confidential Information.

15.32.4. Additional confidential information

- A. The parties may agree in writing after the date of the contract that certain additional information is to constitute Confidential Information for the purposes of the contract.
- B. Where the parties agree in writing after the date of the contract that certain additional information is to constitute Confidential information for the purposes of the Contract, this documentation is incorporated into, and becomes part of the contract, on the date by which both parties have signed this documentation.

15.32.5. Period of confidentiality

The obligations under this clause will continue, notwithstanding the expiry or termination of the contract or:

- A. Any item of information, for the contract period and one year thereafter; and
- B. Any information which the parties agree in writing after the date of the contract is to constitute Confidential Information for purposes of the contract, for the period agreed by the parties in writing in respect of that information.

15.33. Protection of personal information

15.33.1. Application of the clause

This clause applies only where the agency deals with personal information when, and for the purpose of, providing services under the contract.

15.33.2. Obligations

The agency acknowledges that it will use or disclose personal information obtained during the course of providing services under the contract, only for the purposes of the contract and only after obtaining the consent of the authorised officials of NIACL.

15.34. Security

15.34.1. Compliance with NAIL requirements

The agency will ensure that its Personnel comply with:

- a. All relevant security and other requirements specified in NIACL's Information Security Policy;
- b. Any other security procedures or requirements notified, in writing, by NIACL to the agency. The agency must comply with such a security procedure or requirement, from the date specified in the notice, or if none is specified, within five business days of receipt of the notice.
- c. Any regulatory guidelines issued by the Regulator.

15.34.2. Security Clearance

A. NIACL may, from time to time, notify the agency of the level of security or access clearance applicable to the agency's Personnel, and the date from which, or the period during which, that clearance will be effective and the agency must comply with and ensure its Personnel act in accordance with that notice.

B. Bidder will be responsible for all costs associated with obtaining security clearances.

15.34.3. Removal of NIACL Data

The agency will not, and will ensure that its Personnel do not:

- A. Remove NIACL Data or allow NIACL Data to be removed from NIACL premises; or
- B. Take NIACL Data or allow NIACL Data to be taken outside NIACL's premises.

15.35. Books and records

15.35.1. Agency to keep books and records

The agency will:

A. Keep adequate books and records, in accordance with Indian Accounting Standards, in sufficient detail, to enable the amounts payable by NIACL under the contract to be determined;

B. Also maintain and retain books and records as mandated by any other law and the same would be made available to NIACL

15.35.2. Costs

The agency will be the costs of complying with this clause

15.36. Dispute Resolution

15.36.1. Reconciliation Process

A. If a dispute arises in relation to the conduct of the Contract (Dispute), a party must comply with this clause before starting arbitration or court proceedings (except proceedings for urgent interlocutory relief). After a party has sought or obtained any urgent interlocutory relief that party must follow this clause.

B. Parties agree that neither party shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

15.36.2. Notification

A party claiming a dispute has arisen must give the other parties to the dispute notice setting out details of the dispute.

15.36.3. Parties to resolve Dispute

During the 30 days after a notice is given under the above clause (or longer period if the parties to the dispute agree in writing), the dispute shall be referred for the decision of the Executive Director, Corporate Communications, NIACL and the decision of the Executive Director, Corporate Communications NIACL will be final. In case of non acceptance, disputes or differences that the employer may have with the contractor shall also be referred to Arbitration. The matter shall be referred to the arbitration tribunal which will be constituted by the General Manager of NIACL only after receipt of specific request from either of the aggrieved parties. The arbitration tribunal prescribed herein above shall comprise of a three members Arbitral Tribunal, one of each will be appointed by either party and both the appointed Arbitrator by either party will appoint the 3rd Arbitrator who will act as a presiding arbitrator. The processing of the arbitration will be as per Arbitration and Conciliation Act 1996 or any statutory modifications or Amendments mentor it from time to time. The venue of arbitration shall be Mumbai. Subject here to the courts in Mumbai shall have exclusive jurisdiction to the exclusion of all other courts.

15.36.4. Confidentiality

Any information or documents disclosed by a party:

- a. Must Be Kept Confidential; and
- b. May Only Be used to attempt to resolve the Dispute.

15.36.5. Costs

Each party to a Dispute must pay its own costs of complying. The parties of the dispute must equally pay the costs to the arbitrator.

15.36.6. Termination of process

A party to a Dispute may terminate the dispute resolution process by giving notice to the other party after it has complied with the provision of the above clauses, surviving termination of the dispute resolution process.

15.36.7. Breach of this clause

If a party to a Dispute breaches provision of the clause, the other party does not have to comply with those clauses in relation to the dispute.

15.37. Termination

15.37.1. Right to terminate

If the agency fails to comply with the clauses 15.29 for Performance Assessment and, if any part of the service does not meet the specification on three or more occasions, NIACL may (in addition to its other remedies) terminate the Contract by giving the agency written notice of 15 days.

15.37.2. Termination and reduction for convenience

- a. NIACL may, at any time, by a prior written notice of 30 days, terminate the contractor and reduce the scope of the Services.
- b. On receipt of a notice after termination or reduction of scope, the agency must stop work as specified in the notice; take all available steps to minimise loss resulting from that termination and to protect NIACL Material and Contract Material; and continue work on any part of the Services not affected by the notice.
- c. If the contract is terminated under the contract, NIACL is liable to make payment only for Services Rendered Before the effective date of termination;
- d. If the scope of the Services is reduced, NIACL's liability to pay the Service Charges or to provide NIACL Material a Bates in accordance with the reduction in the Services.
- e. NIACL is not liable to pay compensation under clause c) above for an amount which would, in addition to any amounts paid or due, or becoming due, to the agency under the contract, exceed the total Service Charges payable under the contract. The Agency is not entitled to compensation for loss of prospective profits.
- f. The content/creative those are complete and ready for delivery within 30 days after the agency's receipt of notice of termination shall be accepted by NIACL at the Contract terms and prices. For the remaining content/creative, NIACL may choose to have any portion completed and delivered at the Contract terms and prices, and/or to cancel the remainder and pay to the agency an amount mutually agreed for partially completed content/creative and for materials and parts previously procured by the agency.

15.37.3. Termination by NIACL for default

Notwithstanding what has been stated in the clauses of this RFP NIACL may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the agency, terminate the Contract in whole or part of the agency fail to deliver any or all of the content/creative/services within period(s) specified in Scope of Work the RFP, or if the agency fails to perform many other obligation(s) under the Contract.

In the event of NIACL terminating the Contract in whole or in part, NIACL may procure, upon such terms and in such manner as it deems appropriate content /creative / services similar to those undelivered, and the agency's shall be liable on NIAC for any excess costs for such similar content / creative / service. However, the agency shall continue the Performance of the Contract to the extent not terminated.

15.37.4. Termination for Insolvency

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

In case of termination under this clause NIACL is liable to pay for all the services performed by the agency till the effective date of termination.

15.37.5. After termination

On Termination of the Contract the agency must:

- a. Stop work on the Services;
- b. deal with NIACL Material as directed by NIACL; and c. return all NIACL's Confidential Information to NIACL

15.37.6. Survival

The following clauses survive the termination and expiry of the contract:

- a. Intellectual Property Rights;
- b. Indemnity;
- c. Insurance;
- d. Confidentiality and Privacy;
- e. Protection of Personal Information;
- f. Security;
- g. Audit and access
- h. Knowledge Transfer
- i. Warranty

15.37.7. Severability

If for any reason whatsoever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as closely as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the dispute resolution procedure set forth under this agreement or otherwise.

15.37.8. Effect of Termination on accrued rights

Termination of the contract does not affect any accrued rights or remedies of a party.

15.37.9. Consequences of Termination of the Selected Bidder:

In the event of termination of the selected bidder (agency) due to any cause whatsoever, [whether consequent to the stipulated terms of the RFP, end of project Non-life or otherwise], NIACL shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the terminated Bidder shall be obliged to comply with and take all available steps to minimise loss resulting from that termination/breach.

The terminated agency shall support take over of the services by NIACL or a new agency selected by NIACL for continuity of the services during the period of transition. This period of transition shall not exceed six months from the effective date of termination.

Nothing herein shall restrict the right of NIACL to invoke the Performance Bank Guarantee and take other actions as defined in this RFP and pursue such other rights and/or remedies that may be available under law or otherwise.

The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the RFP that are expressly or by implication intended to come into or continue in force on or after such termination.

15.37.10. Business continuity beyond contract period

At the end of the contract period the agency shall support take over of the services by NIACL or a new agency selected by NIACL for business continuity.

15.37.11. Knowledge transfer

Subject to any qualification or provision to the contrary in the Scope of Work, the agency must provide the following assistance to NIACL on termination or expiration of the contract:

- a. Transferring to or providing NIACL access to all information stored by whatever means held by the agency or under the control of the agency in connection with the contract; and
- b. Making Personnel available for discussions with NIACL as may be required. The time, length and subject of these discussions will be at the sole discretion of NIACL, provided that any matter discussed is not considered to reveal any 'Commercial-in-Confidence' information of the agency.
- c. The Parties agree that the duration of Knowledge transfer shall in no event exceed 90 days.

15.38. Notices and other communications

Any notice given by one party to the other pursuant to the contract shall be sent to the other party in writing or by email.

15.38.1. Service of notices

A Notice must be:

- a. In writing, in English and signed by a person duly authorised person of either party; And
- b. Hand delivered or sent by prepaid post to the recipient's address for Notices, as varied by any Notice given by the recipient to the sender.

NIACL's Address for notices

**General Manager (Corporate Communications) New India Assurance
New India Assurance Building,
87, M.G.Road, Fort, Mumbai 400001**

Notices served at any address other than above shall not be treated as served or delivered. The successful bidder shall provide the contact details of their officials for similar communication from NIACL.

15.38.2. Notice effective on receipt

A Notice given in accordance with the contract takes effect when it is acknowledged to be received at the respective addresses mentioned above. The notice will be taken to be received:

- a. If hand delivered, on delivery;
- b. If sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside India);

16. Miscellaneous

16.1. Varying the Contract

The contract may be varied only in writing signed by each party.

16.2. Approvals and consents

Except Where the Contract Expressly Stated Otherwise, a party may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under the contract.

16.3. Assignment and novation

A party may only assign its rights or novate its rights and obligations under the contract with the prior written consent of the other party.

16.4. Further action

Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to the contract and any transaction contemplated by it.

16.5. Waiver

Waiver of any provision of or right under the contract:

- a. must be in writing signed by the party entitled to the benefit of that provision or right; and
- b. Is effective only to the extent set out in any written waiver.

16.6. Relationship

- a. The parties must not represent themselves, and must ensure that their officers, employees, and agents do not represent themselves, as being an officer, employee, partner or agent of the other party, or as otherwise be able to bind or represent the other party.
- b. The contract does not create a relationship of employment, agency or partnership between the parties.

16.7. Announcements

- a. The agency must, before making a public announcement in connection with the contract or any transaction contemplated by it, obtain NIACL's written agreement to the announcement.
- b. If the agency is required by law or a regulatory body to make a public announcement in connection with the contract or any transaction contemplated by the contract the

Agency must, to the extent practicable, first consult with and take into account the reasonable requirements of NIACL.

16.8. Performance Guarantee

The proceeds of the unconditional and irrevocable Performance guarantee shall be payable to NIACL as compensation for any loss resulting from the agency's failure to complete its obligations under the Contract.

The unconditional and irrevocable Performance guarantee will be discharged by NIACL and returned to the issuing Bank with intimation to the agency not later than 60 days following the date of completion of the agency 's Performance obligations including any warranty obligations under the contract.

In the event of any contract amendment the agency shall within seven days of receipt of such amendment furnish the amendment to the unconditional and irrevocable Performance guarantee rendering the same valid for the duration of the Contract as amended for 60 days after the completion of Performance obligations including warranty obligations.

17.Service Level Agreement (SLA)

The agency has to ensure adherence to delivery of services as per the Scope of Work given in this RFP. Non-adherence will attract penalties as given below:

All penalties deducted from violation of SLA shall be invoked from the PBG/any amount payable to the agency. It may also be required by the agency to deposit the penalty amount to NIACL.

This Section lists the minimum service level required to be maintained by Bidder on award of the contract. The Bidder has to enter into a service level agreement with NIACL before the award of the contract as per the format provided by NIACL.

Calls can be logged through e-mail/telephone call/web interface or any other methodology which may be mutually decided with the agency.

All Response times mentioned above include travel time also.

NIACL reserves the right to levy/waive off penalty considering various circumstances at that point in time.

General Manager(CorporateCommunications)

Annexure-A1

Scope of Work for Public Relations Agency including IR

A. Services in the Scope of Work:

The PR Agency will design and execute an ongoing programme to ensure media visibility through a high impact communication strategy and proactively organise national and regional media relation programmes. The Objective of the PR strategy would be to enhance NIACL's brand image, create awareness and disseminate information regarding the various products, services and nation-building activities of NIACL. With this overarching objective, the indicative list of activities to be undertaken would, inter alia, include the following: -

1. Design and Execute an effective and comprehensive Public Relations Strategy

- Develop and execute a media engagement program to connect with the media that covers financial services, and to journalists who cover the Non-Non-life insurance industry in particular
- Keep the media a breast of all important developments related to NIACL and its activities. The PR agency will proactively identify appropriate media opportunities highlighting business developments and announcements. This could be through Press Releases, Speeches, Interviews, Media Meetings, Featured article placement, Regional Media, Vernacular Media –Magazines, Speaking opportunities such as round table conferences / lectures, Electronic Channel Coverage, Press Conferences / Media briefing. Proactively develop the theme/concept for press meets and work out news releases, articles and other promotional initiatives targeting local national media.
- Organise and conduct press briefings, press conference, press releases, panel discussions etc. This will include targeting the relevant media across India, pre-announcement preparation, drafting the write-ups, press releases etc., in various languages, speeches & related information, talking points; media list collation, media invites, pan India press release dissemination, etc.
- Handle media queries and prepare responses in consultation with NACL.
- Arrange for national /regional / local media to cover various events organised by NIACL. Provide a pre-event build up to seminars, workshops, camps and conferences etc organised by NIACL in any part of the Country. Arrange for media coverage of any significant event attended by the senior management NIACL in any part of the country.
- Arrange to arrest and stop any negative publicity/news article print/TV/Radio/Digital/ Social Media about NIACL.
- Create contents for social media accounts of NIACL.
- Arrange exclusive interviews of Chairman, Managing Directors, and spokespersons of NIACL with Print, digital & Electronic Media
- Liaise with various stakeholders in the industry like TV/RadioChannels, Industry Magazines, financial dailies/editions of newspapers, opinion leaders like financial planners, financial advisers etc. to promote NIACL as a preferred Insurer And feature articles about NIACL in their editions/TV and Radio shows.

- Engage with Non Non-life Insurance Brokers, Web aggregators, corporate agents like banks to promote NIACL by providing them promotion material (brochures, coffee table books, posters, standees etc.)
- Craft journalistic-style articles / advertorials, with in-depth insight which is more than research aggregated from web searches with superior editing skills.
- Prepare content for write-ups, short stories, blogs, tag-lines, short messages, press releases, newsletters, surveys, polls in English, Hindi and other as required. Prepare Success stories on initiatives of the NIACL and Performance of its employees and intermediaries in physical and digital formats.
- Provide Artwork related services like designs of backdrops etc.

Crisis Management

To assist the Company in managing crisis situations & taking appropriate steps in relation to any Adverse Reporting, if any, during the course of agreement period.

Investor Relation (IR)- Scope of Work:

Scope of work will include, but not limited to:

- Prepare and execute a communication strategy for Analysts and investors.
- Arranging investor meets, analyst meets and conference calls.
- Setting of conference call with Analysts/Brokerages following deceleration of quarterly financials
- Annual and Quarter Results communication preparation & dissemination (analyst and investors)
- Setting up an annual calendar of events to meet with the shareholders of the company, potential investors and regular meetings with analysts
- Drafting replies to the shareholders' queries related to NIACL, except for the confidential information of NIACL.
- Communicating market/sector developments/updates to NIACL
- Tracking financial performance and key messages with periodic submission to NIACL
- Arranging Conference and interview with investors (existing and potential) on a regular basis, based on the annual calendar to be prepared.
- Discussing the Financial Performance and Corporate highlights of NIACL
- Arranging Investor/ analyst company tour.
- Monitoring of information published by the brokerage firms, investment companies and Financial Institutions related to NIACL and timely reporting of the same.
- Carrying out the necessary works to make the investor relation section of NIACL's Website as an active communication platform for the existing and potential investors and the shareholders.
- Informing the investors via website of NIACL and press releases, about its forward-looking information, like the NIACL's future strategy
- Assisting in ensuring the compliance of the Disclosure Policy of NIACL as per the existing Capital Market/Regulatory requirements
- Translation of press releases /media notes/speeches in Hindi and regional languages.

2. PR initiatives through digital media.

The PR agency will develop and submit a customised online PR strategy that would work in tandem with the traditional PR as well as advertising activity to drive traffic to NIACL's official website, create positive buzz, tap into blogosphere discussions relevant to NIACL, enhance visibility of NIACL's products within value rewarding online magazines, news portals and networking spaces.

3. Media Scanning Monitoring

Provide daily updates on regional & national media coverage (online +print +TV) related to insurance industry in particular and BFSI in general that have a bearing on NIACL. Provide monthly media coverage summary

4. Development Brand Equity Scorecard

Develop and implement brand equity scorecard to periodically **measure the change in NIACL's brand value and brand perception for Reputational Risk management**. Undertake customer surveys and arrange for data relating to various factors that impact brand value. Provide alerts and reports relating to the impact of relevant media reports on NIACL's brand value.

5. Agency would document the messages, develop key messages for different stakeholders, develop FAQs, develop profiles & portfolios, develop NIACL fact sheets, talking points, contributory articles, national medalists – sector wise with profiles of journalists. This will be developed for NIACL and updated on an ongoing basis with every media interaction.

6. The agency will also compile the annual year book and PR Analysis study.

7 Strategic Counselling and Spokespersons training. The agency would conduct media skills training/workshops for identified spokesperson at various organisational levels of NIACL.

8. Document, monitor and assess the impact of the PR strategy

B. List of Chargeable/Reimbursable Services (Third party costs) payable on case-to-case basis at mutually agreed cost:

1. Cost of venue and F&B charges for press conferences, press meets and other conferences as also custom backdrop/ banners/ AV so recruitment hiring, video conferencing, webcasting, gifting etc;
2. Organising non-media events, seminars and conferences.
3. Outstation travel expenses including lodging & boarding and other incidental expenses. The travel will be pre-approved
4. Any other ancillary and incidental third-party expenses incurred by the agency behalf NIACL.

C. Indicative Deliverables:

Indicative Deliverables(Including But Not Limited To)	Units/Year
Corporate level Press conferences	6
Media Releases	12
Media Relationship Meetings	10
Interview of Chairman/MDs/Spokespersons(Print/TV)	24
Advertorials	24
Authored Articles/feature stories	Regional (vernacular)- 12 Main lines (English & Hindi)-12 Financials-12 Online-12
Brand Perception Research / survey	4
Media Handling Workshops/Training	4
Media Scanning Monitoring	NIACL+competitors+ BFSI
Content Creation (keynote addresses/speeches, edit pieces)	12

ANNEXURE-A2

SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING

- 1) Tender document with detailed terms and conditions is available on our Website <https://www.tenderwizard.com/NIAEPROC>. Interested parties may download the same and participate in the tender as per the instructions given therein, on or before the due date of the tender. The tender shall have to be submitted online through the e-Procurement system on <https://www.tenderwizard.com/NIAEPROC>.
- 2) As a pre-requisite for participation in the tender, vendors are required to obtain a valid Digital Certificate of Class III (with both signing and encryption component) and above as per Indian IT Act from the licensed Certifying Authorities (For ex. N-codes, 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 Limited., Mumbai for obtaining the Digital Signature Certificate.
- 3) Corrigendum/amendment, if any, shall be notified on the site www.tenderwizard.com/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 dash board 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.com/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 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 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:

1	For e-Tendering Support	M/s. Antares Systems Ltd	080-40482100/9731468511 lokesh.hr@etenderwizard.com raghuprashanth@etenderwizard.com sushant.sp@etenderwizard.com
2	For Tender Related Queries	The New India Assurance Co. Ltd.	022-22708460/281/241 rfpnw.itho@newindia.co.in

Eligibility Criteria for Public Relations Agency

SN	Eligibility	Supportive documents required
1	Bidder should be a registered agency/firm/company. Proposals from consortiums would not be entertained for this purpose.	A copy of Registration Certificate in the name of bidder
2	Agency should have full accreditation registration /membership with: Indian Newspaper Society (INS) ASCI Doordarshan (DD), All India Radio (AIR)	Latest certificates of full accreditation/ registration /membership and other proofs to be attached
3	The annual turnover of the agency should not be less than Rs. 100 crores during each of the last 3 Financial Years (FY), i.e. F.Y. 2019-20, 2020-21, and 2021-22 as per audited Balance Sheets. (Consolidated Turnover of the Company applying for the empanelment will be reckoned, not the parent/group company or subsidiaries).	Copies of audited balance sheets and profit and loss accounts, duly certified by Statutory Auditor along with the Statutory Auditor's report.
4	The minimum Gross Income from PR activities of the Bidder should not be less than Rs. 15 crore in each of the last three Financial Years (FY) i.e. F.Y. 2019-20, 2020-21, and 2021-22.	Copies of audited balance sheets and profit and loss accounts, duly certified by Statutory Auditor along with the Statutory Auditor's report. Additionally, certificate from CFO/CA that Gross Income is from PR activities only.
5	Net worth of the bidder should be positive for last year (2021-22) and for any 2 of the previous 4 years (from 2017-18 to 2020-21)	A copy of bidder's audited balance sheets and certificates of auditors in respect of the years in which the Net worth is positive.
6	Bidders should be in the business of Public Relations for the last 5 years.	A copy of Memorandum/Articles of Association or Partnership Deed in the name of bidder.
7	Bidder should have full-fledged office at Mumbai and preferably a network of offices at other centres across class A cities.	A copy of latest Landline MTNL or BSNL phone bill / Electricity bill / Registration with shop and establishment Dept. / Registered rent or lease agreement in the name of bidder.
8	Bidder should have statutory registration(s) with Tax and other compliance authority.	A copy of PAN/TAN/VAT/Service Tax/GST Registration No. (whichever applicable) in the name of bidder
9	Should have necessary infrastructure for PR handling with a minimum of 10 manpower resources on a permanent basis in the area of public relations strategy plan, with full back-office support of technical staff.	Details of available infrastructure and employees as per (Proforma-4)
10	Annual turnover of the clients managed by the bidder - Minimum annual turnover [gross] of 5 biggest current clients should not be less than Rs. 300 crore per client	A copy of certificate from each of the 5 clients regarding their gross turnover in last year. For a listed company, copy of relevant page of Annual Report will suffice.
11	Bidder's/Agency's client mix – Should be currently handling minimum 3 reputed Companies [combination of MNCs and Large Indian Corporate] and currently on panel of at least 01 Public Sector Undertakings and 01 Company in Banking, Financial Services and Insurance (BFSI) sector.	A copy of an agreement from each of the 3 clients regarding their engagement with bidder to be submitted.
12	In the last 2 years, Agency should not have been blacklisted/debarred by any Public Sector Undertaking or a Government Body, and agency should not have been in litigation that may affect delivery of service to NIACL.	Bidder has to submit an undertaking to this effect on the prescribed format (Proforma-7).

Disqualification: Agencies who do not fulfil any of the above eligibility Criteria shall not qualify.

RFP: NIA/23-23/001

TECHNICAL BID / PROPOSAL APPLICATION

SN	Parameters	Particulars/Description			
1	Name of bidding agency				
	(Name, Mobile No and e-mail of bidding agency's official for sending important communication pertaining to this bidding process)				
2	Address of head office of the agency				
	Total Number of Offices agency has in India(mention locations also)				
3	Primary business of the bidding agency	(in not more than 20words)			
4	Constitution of the bidding agency				
5	Date of Establishment				
6	Years of agency experience in PR Category				
7	Name of founding member of the bidding agency [Give name of all members. In case founding member is no more with the agency, mention reason, with year of exit]	SN	Name of member	Position held at the time Of foundation	Position now held by the member
		1			
		2			
8	Details of Statutory registrations of the Agency				
9	Name of bidding agency's key functionaries in the PR category: a) Chief (Category) b) Chief Executive Officer c) Account Planning Head d) A/C Management Head e) Any other Designation f) Total Employees				

Request for Proposal for Selection/Empanelment of PR Agency INCLUDING INVESTOR RELATION

10	Total Number of skilled employees engaged in the PR category:					
11	Special mention, if any, about professional excellence of the personnel at SN-9	Not more than 100 words				
12	If any of key functionaries of the agency in the PR category have been rated by any rating agency	SN	Name of functionary	Rated position	Position held when rated	Name of Agency where rated
		1				
		2				
		3				
		4				
13	Financials of the Agency/firm for the last 3 years (Mention amount in crores ₹)	Particulars		2019-20	2020-21	2021-21
		Turnover (for PR category)				
		Gross Income (for PR category)				
		Net profit				
		Net-worth				
14	Complete list of agency's current clients (in the PR category)	[Proforma-10]				
15	Name of NIACL Clients which are presently being served by the agency in the PR category					
16	List of clients acquired during last 5 years in the PR category	[Proforma-11]				

17	List of the clients lost during last 5 years in the PR category	[Proforma-12]
18	Itemised list of activities which agency proposes to undertake if engaged in the PR category	Please use a separate sheet

19	Whether the agency has resources (in-house or out-sourced) to -lingual publicity/PR/digital campaigns, with proficiency and proofreading facilities in all major Indian Languages.	Yes/No If yes, please mention in-house/out-sourced			
20	Industry recognitions, awards and accolades won by the bidding agency during last three years in the PR category		Industry recognitions, awards and accolades won by the bidding agency during last three years in the PR category		Industry recognitions, awards and accolades won by the bidding agency during last three years in the PR category
		2019-20		2019-20	
		2020-21		2020-21	
		2021-22		2021-22	
21	Major campaigns handled in the PR category, if any for single products/services/brand involving spend of Rs.10.0 crores and above during last three financial years				
22	Details regarding litigations Agency/Firm has				
23	If Agency/Firm is maintaining website, provide its URL				

Signature of Authorised person:

Signed at dated by

Designation for Agency

Seal of Agency

Form-A (part-2)**RFP: NIA/CCD/23-24/001****DETAILS ON AGENCY/ORGANIZATION**

S.N	Particulars	Years of Experience	Proofs/credentials
1	Total experience of Agency in PR Category		
2	Total experience of Agency in servicing BFSI		
3	Total experience of Agency in servicing Non-life Insurance industry in PR Category		
4	Total experience of Agency in servicing Non BFSI (Aviation, FMCG, Automobile, Technology, Tourism, Health care etc in PR Category)		

We certify that the above particulars are correct and we understand and agree that if any statement is found to be false or not correct, NIACL reserves the right to remove us as appointed Agency, if appointed, with immediate effect and NIACL's authority in this regards shall be full, final and binding on us. We understand and agree that the empanelment does not obligate NIACL in any manner. We Also understand that NIACL has the right to cancel the name of the agency from the approved lists at its absolute discretion at any time during the term of the engagement.

Signature of Authorised person:

Signed at _____ dated _____ by _____

Designation _____ for _____ Agency

Seal of Agency

FORM –B1 (Public Relations (PR) Agency) RFP: NIA/23-24/001

(On the letterhead of the Agency duly stamped and signed by authorised person)

COMMERCIAL BID

The commercial Bid needs to contain the information listed hereunder in a sealed envelope bearing the identification– “Commercial proposals for NIACL PR Agency”.

RFP No: against which submitted:

	Amount quoted towards	Amount in ₹ (Inclusive of All taxes other than GST) (A)	GST applicable in ₹ (B)	Total cost ₹ (A+B)
	Monthly Retainer-ship fee			
	Total			

[Commercial bids will be evaluated on the basis of retainer-ship amount Inclusive of all taxes other than GST quoted under column ‘A’ above and applicable GST will be paid on actual. If the agency is selected/empanelled, the Annual Retainer-ship fee, payable monthly, shall remain constant for the contract period of 3 years. **All third party costs shall be reimbursable on quotation pre-approved by NIACL, as stated in the relevant Scope of Work. The bidder is required to state chargeable cost sheds separately while submitting an itemised list of activities proposed to be performed on engagement– refer SN–18 of Bid Application Form A Part-1, to be attached as Enclosure-V with the Technical Bid.]**

Signature of Authorised person:

Signed at dated by

Designation for_ Agency

Seal of Agency

RFP: NIA/CCD/22-23/001**CHECKLIST FOR THE ENCLOSURES TO BE ATTACHED WITH TECHNICAL BID APPLICATION [Form-A]**

SN	Description of the documents to be attached	To be attached mark as enclosure
1	Form-A (Part-1 and Part-2)	
2	Bid Cost (Demand Draft /Pay order)	
3	Earnest Money Deposit (Demand Draft /Pay order)	
4	Authorization letter(as per Proforma-1 of the RFP)	A
5	Technical Bid submission letter (as per Proforma-2 of the RFP)	B
6	Certificate of Registration of Agency/Firm	C
7	Documents related to constitution of Agency (Memorandum/Articles of association/Partnership Deed etc. (Refer SN-4 of Bid application)	D
8	Address proof of Mumbai and Other Offices (latest landline phone bill/Electricity bill/Registration with Shop & establishment Dept./registered rent agreement/lease deed) (refer SN-2 of Bid application)(As per Proforma-3)	E
9	Details with photocopy of statutory registrations/certificates (refer SN-8 of Bid application, provide as per Proforma-5 of the RFP)	F
10	Copy of Audited Balance sheet of Agency/firm for last 3years (refer SN-13) of Bid application)	G
11	Auditor's Certificate regarding financials (as per Proforma-6 of the RFP)	H
12	Declaration by Agency/Firm regarding overdue etc.(as per Proforma-7 of the RFP)- clean Track Record	I
13	Status regarding litigations agency/firm has(as per Proforma -8 of the RFP)	J
14	CV of 3 key personnel of agency (as per Proforma-9 of the RFP)	K
15	Photocopy of Key personnel professional qualification	L
16	Documents in support of information furnished at SN-11 of Bid Application	M
17	Photocopy of certificates etc. in support of Industry recognition/ Awards/Accolades won during last 3 years in PR Category (refer SN-20 of Bid Application)	N
18	Documents in support of agency's ranking claim in Agency Reckoner latest Survey in the PR Category	O
19	Complete list of agency's current clients in the PR Category (refer SN-14 of Bid application) [Proforma-10]	P
20	List of the clients acquired during last 5 years in the PR Category (refer SN-16 of Bid application) [Proforma -11]	Q
21	List of clients lost during last 5 years in the PR Category (refer SN-17 of Bid application) (proforma-12)	R

Request for Proposal for Selection/Empanelment of PR Agency INCLUDING INVESTOR RELATION

22	List of top 5 clients of the Agency in the PR Category (Proforma –13)	S
23	Total list of clients of the Agency in the PR Category (past and present)	T
24	Sample of major campaigns handled in the PR category, if any for single products/services/brand involving spend of Rs. 10.0 crores and above during last three financial years	U
25	Itemized list of activities agency proposed to perform on engagement (refer SN–18 of Bid application)	V
26	Non-Disclosure Agreement [as per Proforma –14]	W
27	Pre-Contract Integrity Pact [as per Proforma –15]	X
Any other enclosure(s)		

Bidders are required to submit Technical Bid proposal, along with the enclosures arranged in above given order and bonded spirally.

Sealed envelopes containing Commercial Bid Submission Letter (Proforma-17) and Commercial Bid [Form-B1 As Applicable] have to be enclosed separately in Packet No 2 as specified in Bid Submission Procedure under Section–12.

Proforma–1

**Authorization to sign documents* pertaining to bid submission
Against RFP: NIA/23-24/001**

For Engagement of PR Agency in NIACL

[To be given on agency/firm/company letterhead]

It is certified that Agency/firm M/s.....having its registered office
at..... is submitting a bid proposal against RFP No:.....
For engagement of the PR agency in NIACL.

In connection with the above Shri.....working with the company
as.....has been duly authorised to sign bid proposal documents or
any other documents related to this bid submission.

Agency/firm is liable of the consequences arising by the act of signing bid documents by
Shri.....

Signature:.....

Name of Signatory:..... Designation :..... Seal of
Agency/firm/company

Date:

Place :

* If Agency Is company, certified copy of the extract of Company's Board Resolution to this effect
shall be required

Proforma-2

RFP: NIA/23-24/001

**For engagement of PR Agency in
NIACL**

**Technical Bid Submission letter (on
Agency's letterhead)**

To,

The General Manager,
Corporate Communications Department
New India Assurance Building,
87, M.G.Road, Fort,
Mumbai 400001

Sir,

RFP NO:

FOR ENGAGEMENT OF PUBLIC RELATIONS AGENCY SUBMISSION OF BID

We Submit our Bid/Proposal Herewith. In This Connection, we understand and agree that:

1. NIACL is not bound to accept the lowest or any bid received by NIACL, and NIACL may reject all or any bid without assigning any reason or giving any explanation whatsoever.
2. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by NIACL to do so, a contract in the prescribed form.
3. If our Bid is accepted, we shall be jointly and severally responsible for the due Performance of the contract.
4. NIACL may accept or entrust the entire work to one agency or divide the work to more than one agency without assigning any reason or giving any explanation whatsoever, as per NIACL's recruitment.
5. NIACL can, on its sole discretion, conduct independent due diligence in respect of the information furnished in bid/proposal or any document(s) attached thereto.

This bid/proposal comprises totalpages, and enclosures marked as enclosure-1 to enclosure-....

We have carefully gone through the Scope of Work contained in the above referred RFP document. We declare that all the provisions of this RFP are acceptable to us. It is further certified that the undersigned is the authorised signatory and is, therefore, competent to make this declaration.

Yours faithfully,

Signature with date:

Name of authorised signatory: Seal of agency/firm

Proforma-3

(An Agency's Letterhead)

RFP: NIA/23-24/001

CATEGORY: Public Relations

TO WHOMSOEVER IT MAY CONCERN

This is to certify that this Agency has below mentioned offices in India, documentary proof of which are annexed hereto.

S. no.	Name of City	Office Address	Documentary Evidence attached (latest landline phone bill / electricity bill / Registration with Shop & Establishment Dept. / registered rent agreement / lease deed)

Signature of Authorised person:

Signed at _____ dated _____ by _____

Designation for Agency

Seal of Agency

Proforma-4

(On Agency's letterhead)

RFP: NIA/23-24/001**CATEGORY: Public Relations****TO WHOMSOEVER IT MAY CONCERN**

This is to certify that this Agency has below mentioned employee position and office infrastructure in offices in India:

A: Employee Strength

S. no.	Type of Employees	No. of Employees
	Total Employees	Mumbai; Other Cities:
	Skilled employees in the category applied for	Mumbai: Other Cities:
	Key persons in the category applied for	Mumbai: Other Cities:

B: List of available Infrastructure

S. no	Particulars of infrastructure applicable for the applied category	Mumbai office	Other cities

Signature of Authorised person:

Signed at _____ dated _____ by _____

Designation for Agency

Seal of Agency

Proforma-5

(On Agency's letterhead)

RFP: NIA/23-24/001**CATEGORY: Public Relations****TO WHOMSOEVER IT MAY CONCERN**

This is to certify that this Agency has below given statutory registrations, photocopy of which are annexed hereto.

	Registration For	Registration No.	Date of Registration
	PAN		
	TAN		
	GST		
	Shops & Establishment Dept.		
	Others		

Signature of Authorised person:

Signed at _____ dated _____ by _____

Designation for Agency

Seal of Agency

Proforma-6

[ON THE LETTERHEAD OF
AUDITORS/CHARTERED ACCOUNTANTS]

RFP: NIA/23-24/001

CATEGORY: Public Relations

**CERTIFICATE
TO WHOMSOEVER IT MAY CONCERN**

This is to certify that M/s..... having its Registered Office
..... had achieved the following level of Turnover/Gross
Income/Net profits/Net worth in respect for the financial years mentioned hereunder:

(Rs. In Crores)

Particulars	2019-20	2020-21	2021-22
Turnover (for the applied category)			
Gross Income (for the applied category)			
Net Profit			

The figures certified for the stated Financial Years are based on the Books of Account, Audited Balance Sheet of the Company and the records produced before us.

Signatures of Auditors/Chartered Accountants

Name: Seal

Place: Date:

Proforma-7

(On the letterhead of the Agency duly stamped and signed)

RFP: NIA/CCD/23-24/001

CATEGORY: Public Relations

DECLARATION-CUM-CERTIFICATE
REGARDING CLEAN TRACK RECORD

TO WHOMSOEVER IT MAY CONCERN

This is to certify that this Agency has no overdue owing to any Agency/Central/State Government /Public Sector Undertakings/ Banks any other corporates /any regulatory authority or any other organisation.

This is also certified that our Agency has not been blacklisted/debarred by any Public Sector Undertaking or a Government Body.

Further, this is to certify that our Agency does not have any legal, civil, criminal, taxation and other cases pending against, other than those mentioned in the enclosure attached to the bid/proposal, which may have an impact affecting or compromising the delivery of services required.

Signature of Authorised person:

Signed at _____ dated _____ by _____

Designation for Agency

Seal of Agency

Proforma–8

(On the letterhead of the Agency duly stamped and signed)

RFP: NIA/CCD/23-24/001

CATEGORY: Public Relations

STATUS OF LITIGATIONS PENDING PERTAINING TO THE BIDDER

	Other party to litigation	Case no.	Status of bidder in litigation (Applicant/ Respondent)	Briefs of litigation

Signature of Authorised person:

Signed at _____ dated _____ by _____

Designation for Agency

Seal of Agency

Proforma-9**RFP: NIA/CCD/23-24/001****CATEGORY: Public Relations****CURRICULUM VITAE (CV) OF PROFESSIONAL STAFF TO BE ENGAGED WITH NIACL**

1. Name of Agency [Insert name of firm proposing the staff]:

2. Name of Staff [Insert full name]:

3. Proposed Position:

4. Nationality:

5. Education qualification [Indicate College/university and other specialised education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:

6. Membership of Professional Associations:

7. Other Training [Indicate significant training since degrees mentioned under (5–Education) were obtained]:

8. Languages [For each language indicate proficiency: good, fair, or poor speaking, reading, and writing]:

9. Employment Record [Starting with Present Position, list reverse order every employment held by staff member since graduation, giving for each employment see format here below: dates of employment, name of employing organisation, positions held]:

Sr.No.	From (Year)	To (Year)	Name of the Organization	Position Held

10. Detailed Tasks Assigned

11. Work Undertaken that Best Illustrates Capability to Handle Tasks Assigned

a. List all tasks to be performed under this assignment

b. Among the assignments in which the staffs have been involved, indicate the following

Information for those assignments that best illustrate staff capability to handle the tasks listed under point 10.

i. Name of assignment or project:

ii. Year:

iii. Location:

iv. Client:

v. Main Project Features:

vi. Positions Held:

vii. Activities Performed:

Note:

Use separate sheets for different projects. Please Provide at Least 3 Such Client References

Signature of Authorised person:

Signed at

dated

by

Designation for Agency

Seal of Agency

Proforma-10**RFP: NIA/CCD/23-24/001****CATEGORY: Public Relations**

(On The Letterhead of the Agency Duly
Stamped and Signed)

**Total List of current Clients of the Agency
in the PR category**

	Name of Client	Sector of client (PSU/BFSI/Other sectors specify)	Since year (in chronological order)

Signature of Authorised person:

Signed at _____ dated _____ by _____

Designation for Agency

Seal of Agency

Proforma-11**RFP: NIA/CCD/23-24/001****CATEGORY: Public Relations**(On The Letterhead Of The Agency Duly
Stamped And Signed)**List of Clients Acquired in the PR category
for during last 5 years**

	Name of Client	Acquiring year (in chronological order)

Signature of Authorised person:

Signed at _____ dated _____ by _____

Designation for Agency

Seal of Agency

Proforma-12

RFP: NIA/CCD/23-24/001

CATEGORY: Public Relations

(On The Letterhead Of The Agency duly
stamped and signed)

List of Clients lost in the PR category
during last 5 years

	Name of Client	Year in which lost (in chronological order)	Reason for losing client

Signature of Authorised person:

Signed at _____ dated _____ by _____

Designation for Agency

Seal of Agency

Proforma-13

RFP: NIA/CCD/23-24/001

CATEGORY: Public Relations

(On the letterhead of the Agency duly stamped and signed)

List of Top 5 Current Clients of the Agency in the PR category

	Name of Client	Turnover of the client	Documentary Evidence attached

Signature of Authorised person:

Signed at _____ dated _____ by _____

Designation for Agency

Seal of Agency

Proforma-14

(On non-judicial stamp paper) DRAFT
OF NON-DISCLOSURE AGREEMENT

This agreement made and entered into at this day of

BETWEEN

New India Assurance, a Company constituted under XXXX Act, 1956 (Act XXXI of 1956) and having its Central Office at New India Assurance Building, 87, M.G.Road, Fort, Mumbai 400001 (hereinafter referred to as “**NIACL**” or the “**Disclosing Party**” which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **ONE PART**;
AND

(hereinafter referred to as the “**ReceivingP Party**” which expression unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the **OTHER PART**

The Receiving Party and NIACL are hereinafter collectively referred to as “The Parties” and individually as “theParty”

WHEREAS:

The Parties intend to engage in discussions concerning the possible establishment of a business relationship between themselves and the Receiving Party is seeking to be empanelled as PR agency in relation to the Request for Proposal issued by the Disclosing Party for the said empanelment (“**Transaction**”). In the course of such discussions and negotiations, it is anticipated that the Disclosing Party may disclose or deliver to the Receiving Party certain or some of its trade secrets or confidential or proprietary Information, for the purpose of enabling the other party to understand the business of the Disclosing Party and evaluate the feasibility and/or submit their proposals for such Transaction (hereinafter referred to as “thePurpose”).

NOW, THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:

1. Confidential Information: “Confidential Information” means all information Disclosed/furnished by the Disclosing Party to the Receiving Party in connection with the Transaction. Confidential Information shall include any copy, abstract, extract, sample, note or module thereof.

The Receiving Party may use the Confidential Information solely for and in connection with the Purpose. Upon execution of this Agreement, the Disclosing Party agrees to first disclose the names of the Credits for clearance with the Receiving Party's compliance team, prior to disclosure of any other Information.

Notwithstanding the foregoing, "Confidential Information" shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party, (b) is rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) is rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, (d) is developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or is disclosed pursuant to an order of a court or governmental agency or regulatory authority as so required by such order, provided that the Receiving Party shall, to the extent permitted by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

2. Non-disclosure: The Receiving Party shall not disclose any Confidential Information or any materials derived therefrom to any other person or entity other than persons in the direct employment of the Receiving Party, or its affiliates, or their directors, auditors who have a need to have access to and knowledge of the Confidential Information Solely For The Purpose Authorized Above. The Receiving Party may disclose Confidential Information to its advisors, consultants, financiers, co-investors only for the Purpose mentioned herein above and only if such persons have executed a Non-Disclosure Agreement with the Receiving Party or owe a professional duty of obligation to the Receiving Party. The Receiving Party shall take appropriate measures by instruction prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party promptly if it learns of any use or disclosure of the Disclosing Party's Confidential Information in violation of terms of this Agreement.

3. Publications: Except as permitted herein, neither party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicise in any other manner whatsoever in connection with this Agreement, the contents/provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.

Term: This Agreement shall be effective from the date hereof and shall continue in perpetuity or till the execution of a definitive agreement in relation to the Transaction with the selected agencies. Upon expiration or termination as contemplated here in the Receiving Party shall immediately cease any or all disclosures of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof save to the extent required to be retained pursuant to applicable law and regulation. The Receiving Party shall continue to treat Confidential Information as confidential until such information enters the public domain.

4. **Title and Proprietary Rights:** Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information.

5. **Remedies:** The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees, in addition to all other remedies provided at Law or in equity, the Disclosing Party shall be entitled to seek injunctive relief hereunder.

6. **Entire Agreement, Amendment, Assignment:** This Agreement constitutes the entire Agreement between Parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

7. **Governing Law and Jurisdiction:** The provisions of this Agreement shall be governed by the laws of India and subject to the jurisdiction of the competent courts at Mumbai.

8. **General:** In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information Disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons.

In witness whereof, the Parties hereto have executed these presents the day, month and year first herein above written.

For and on behalf of New India Assurance

(Designation)

For and on behalf of__

Proforma-15

PRE-CONTRACT INTEGRITY PACT

[RFP Ref: NIA/CCD/23-24/001]

(To be submitted on a stamp paper of Rs.500/- by the bidder and each page to be signed by Authorised signatory)

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... Day of the month of, between, on one hand, the New India Assurance (hereinafter referred to as "NIACL") a Company established under section X of XXX Act 1956 Act (Act XXXI of 1956) and having its Central office at New India Assurance Building, 87, M.G.Road, Fort, Mumbai 400001.(hereinafter called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in office assigns) of the First part.

And M/s..... represented by Shri.....(Hereinafter called the "BIDDER/SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns)of the Second part.

WHEREAS the BUYER proposes to procure..... (Name of the Stores/ Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and
WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is performing its function under the Company Act1956.
NOW, THEREFORE,

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

Enabling the BUYER to obtain the desired said stores/equipment/item at a competition price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS 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 BUYER 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:-

Commitments of the BUYER

The BUYER undertakes that no official of the BUYER, 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 BIDDER, either themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting on implementation process related to the contract.

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

All the officials of the BUYER will report to the “Chief Vigilance Officer” of the Buyer any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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

Commitments of BIDDERS

3. The BIDDER 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 post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

The BIDDER 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 official of the BUYER, connected directly or indirectly with the 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.

The BIDDER 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 BUYER or otherwise in procuring the Contractor for bearing to do or having done any act in relation to the obtaining or execution of the contract of any other contract with the government for showing or for bearing to show favour or disfavour to any person in relation to the contract of any other contract with the Government.

Foreign BIDDERS shall disclose the name and address of their Indian agents and representative's in India, and Indian BIDDERS shall disclose their foreign BUYERS or associates.

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

The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized agent of the stores/equipment/items and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way

recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment she has made, is committed to or intends to make to agents, brokers or any other intermediaries, including officials of the BUYER or their family members, if any, in connection with the contract and the details of services agreed upon for such payments.

The Bidder 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 cartelisation in the bidding process.

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

The BIDDER/Contractor will not commit any offence under the relevant Indian Penal Code (IPC) /Prevention of corruption (PC) act. Further, the bidder will not use improperly, for purposes of competition for personal gain, pass on to others any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

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

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

If the Bidder or any of the key personnel of the bidder, actively involved in the project is a relative of any of the actively involved personnel of the Buyer, the same should be disclosed.

The term 'relative' for this purpose would be as defined in section 2 (77) of the Companies Act, 2013. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee or the BUYER.

The Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

4. Previous Transgression

The BIDDER 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 here under or with any Public Sector Enterprise in India or any Government Department in India that could justify; BIDDER's exclusion from the tender process.

The BIDDER agrees that if it makes an incorrect statement on this subject, or committed a transgression through a violation of any of the clauses of the commitments of the bidder, BIDDER can be disqualified from tender process or the contract, if already awarded, can be terminated for such reason.

5. Sanctions for Violations:

5.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER 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 BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To encash the advance bank guarantee and Performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (v) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/recession and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vi) To debar the BIDDER from participating in the future bidding processes of NIACL for a minimum period of five years which can be further extended at the discretion of the BUYER.
- (vii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or Broker with a view to securing the contract.
- (viii) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reasons for imposing sanction for violation of this pact.

5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (viii) of this pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), 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 BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Independent Monitors:

7.1 The BUYER has been appointed (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

Name address of the Monitor(s):

1: Shri Rais Ahmad. Mahagun Moderne, OSIMO-240, Sector -78 , Noida UP -201301 email: ahmadrais1959@gmail.com Mobile:(+91). 9910007239

2: Shri , Bisjwamitra Pandey . Flat No.1104, Tower No – KNG001, JP Greens Wish Town Klassic, Sec-134, Noida - 201305 ;Email: vishwamitram1@gmail.com, Mobile:(+91).

7.2 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.

7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently. It will be obligatory for him to treat the information & documents of the Bidder as confidential.

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

7.5 As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will inform the General Manager (CC), NIACL.

7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER 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 shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall Inform Chairman cum Managing Director, NIACL and recuse himself/herself from that case.

7.7 The BUYER 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.

7.8 The Monitor will submit a written report to the Chairman, NIACL within 8 to 10 weeks from date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

7.9 If the Monitor has reported to the Chairman, NIACL, a substantiated suspicion of an offence under relevant PC/PC Act, and the Chairman NIACL has not, within 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. Facilitation of Investigation:

Incase of any allegation of violation of any provisions of this pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER. The BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination/inspection.

9. Law and Place of Jurisdiction:

This Pact is subject to Indian Law. The place of Performance and jurisdiction is the seat of the BUYER.

10. Other Legal Actions:

The actions 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.

If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

Changes and supplements as well as termination notices need to be made in writing.

11 Validity:

11.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 12 months after the last payment under the contract. Incase BIDDER is unsuccessful; this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this 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.

13. The parties hereby sign this Integrity Pact at.....on.....

BUYER BIDDER Name of the Officer: CEO: Designation
Dept./
Witness

1.....

1.....

2..... 2.....

Proforma-16

**RFP: NIA/CCD/23-
24/001**

**For engagement of PR
Agency in NIACL**

To,

**Commercial Bid
Submission letter (on
Agency's letterhead)**

General Manager,
Corporate Communications Department
New India Assurance Building,
87, M.G.Road, Fort,
Mumbai 400001

Sir,

RFP NO:

FOR ENGAGEMENT OF.....PR AGENCY SUBMISSION OF BID

With reference to your RFP No.----- for 'Selection/Empanelment of PR agency for NIACL we have carefully studied its scope of work and deliverables and based on these we submit our best price for carrying out the desired scope of work.

AFFIRMATION

We affirm that the total price quoted in the Bid Form B1 represents the entire cost to complete the work in accordance with the RFP and is inclusive of man power cost, infrastructure cost, hardware cost, telephone expenses, other related hardware/software requirement for successful completion of the assigned work as per scope of work, out-of-pocket expenses and incidentals etc. and no claim will be made on account of any increase in expenses to be incurred.

We agree to abide by the Bid and the rates quoted therein for the orders awarded by NIACL upto the period prescribed in the Bid which shall remain binding up on us. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.

We have complied with all the terms and conditions of the RFP. We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this..... Day of..... 2023.

Yours faithfully, Signature with date:

Name of authorised signatory:

Proforma-17

(On the letter head of the Agency duly stamped and signed)

RFP: NIA/CCD/23-24/001

CATEGORY: Public Relations

Format for seeking clarification/Pre-bid queries (in word document only)

	Page No.	Clause	Query

Signature of Authorized person:

Signed at dated by

Designation for_ Agency _____

Seal of Agency _____

Proforma-18

Performance Bank Guarantee

This Deed of Guarantee executed by the (Bank name) (herein after referred to as “the Bank”) in favour of New India Assurance (hereinafter referred to as “NIACL”), a Company established under section X of XXX Act 1956 (XXXI of 1956) and having its Central Office at New India Assurance Building, 87, M.G. Road, Fort, Mumbai 400001 for an amount not exceeding Rs. _____ (Rupees _____ only) at the request of
(Supplier’s Name & Address) _____

(here in after

Referred to as the “Supplier”), who has been selected as successful bidder in the RFP Reference <*> dated <*> and is required to submit Performance bank guarantee in terms of the aforesaid RFP.

Therefore, we hereby affirm that we Guarantee and are responsible to you on behalf of the Supplier, upto a total amount of Rs. (In Words-Rupees only) and we undertake to pay you, upon your first written demand, without cavil or argument, any sum or sums as specified by you within the limit of Rs. (Rupees only). NIACL need not prove or show grounds or reasons for the demand of any part or the full amount of guarantee.

This Bank Guarantee will be valid for a period upto (for a period of <*> from the date of contract)

The Bank hereby covenants and declares that the guarantee hereby given is an irrevocable one and shall not be revoked by a Notice or otherwise. This Guarantee shall not be affected by any change in the Constitution of the Bank or the Supplier.

We hereby confirm that we have the powers to issue this guarantee in your favour under the Constitution and business procedure of the bank and the undersigned is/are the recipient of authority by express delegation of powers and has/have full powers to execute this Performance bank guarantee.

Dated at this day of 2023

Sealed & Signed by the Bank

<*> months from date of contract for Performance Bank Guarantee from the date of Contract