



**THE NEW INDIA ASSURANCE COMPANY LTD.**

(IT Department)

HEAD OFFICE: 87, M.G. ROAD, FORT, MUMBAI -400001

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“Request for Proposal for Selection of Technical Service Provider (TSP) for onboarding NIA as Financial Information User and Financial Information Provider on Account Aggregator platform (TENDER NO: <a href="#">NIA/HO-IT/NI/AA/2022/01</a> )”	



## INDEX

SN	TOPIC	PAGE NO
<b>SECTION I</b>		
1	INTRODUCTION	4
2	DISCLAIMER	4
3	DEFINITIONS	5
4	BACKGROUND	5
5	OBJECTIVE	5
6	THE TENDER OFFER	6
7	BID SECURITY DECLARATION	7
8	THE COMPANY RESERVES THE RIGHT TO	7
9	REJECTION OF BIDS	7
10	VALIDITY OF BIDS	7
11	SIGNING OF CONTRACT	8
12	PRICE	8
13	PERFORMANCE BANK GUARANTEE	8
14	PROJECT SCHEDULE	8
15	SCOPE OF WORK	9
16	SERVICE LEVEL AGREEMENT	16
17	PAYMENT TERMS	18
18	GENERAL TERMS	20
<b>SECTION II</b>		
Part A	TECHNICAL BID (ONLINE)	26
Part B	TECHNICAL BID (OFFLINE)	26
Part C	COMMERCIAL BID (ONLINE) AND FINAL EVALUATION	27
<b>SECTION III</b>		
	<b>GENERAL TERMS &amp; CONDITIONS</b>	28
<b>SN</b>	<b>TOPIC</b>	<b>PAGE NO</b>
1	PROCEDURE FOR PROCESSING THE TENDER DOCUMENT	28
2	TECHNICAL EVALUATION	28
3	PRICE (COMMERCIAL ) BID EVALUATION	29
4	AGREEMENT	29
<b>ANNEXURES</b>		
1	ELIGIBILITY CRITERIA	30
2	TECHNICAL COMPLIANCE	34
3	COMMERCIAL BID	37
4	DEVIATION FORMAT	39



5	QUERIES FORMAT	40
6	AGREEMENT DRAFT	41
7	NON-DISCLOSURE AGREEMENT (NDA) PROFORMA	45
8	INTEGRITY PACT	51
9	SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING	67
10	BID SECURITY DECLARATION FORMAT	70
11	UNDERTAKING FOR HAVING PROPRIETARY RIGHTS OF THE OFFERED PRODUCT	72
12	NON-BLACKLISTING UNDERTAKING	73
13	LIST OF DOCUMENTS SUBMITTED	74
14	SPECIAL INSTRUCTIONS TO BIDDERS FOR REVERSE AUCTION	75



## SECTION I

### INSTRUCTIONS/GUIDELINES TO BIDDERS

#### 1.0) INTRODUCTION

The New India Assurance Company Limited (Hereinafter referred as NIA), is India's premiere multinational General Insurance Company having a network of more than 2200+ Operating Offices spread across India. New India also has its presence in 23 countries across the globe.

Founded by Sir Dorabji Tata in 1919, NIA has been market leader in India in non-life business for more than 40 years. NIA is a direct insurer in India rated B++ (Good outlook) by AM Best. CRISIL has reaffirmed its 'AAA/STABLE' rating on NIA indicating that the company has the high degree of financial strength to honor its Policyholders obligations".

#### 2.0) DISCLAIMER

- 2.1) The information contained in this RFP document or information provided subsequently to Bidder(s) in documentary form/email by or on behalf of NIA, is subject to the terms and conditions set out in this RFP document.
- 2.2) This RFP is not an offer by NIA, but an invitation to receive responses from the eligible Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized official(s) of NIA with the selected Bidder.
- 2.3) The purpose of this RFP is to provide the Bidder(s) with information to assist preparation of their Bid proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where necessary, obtain independent advice/clarifications. NIA may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- 2.4) NIA, its employees and advisers make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.
- 2.5) NIA also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
- 2.6) The issue of this RFP does not imply that the NIA is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the



Project and NIA reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

- 2.7) The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding Document. Failure to furnish all information required by the bidding Document or to submit a Bid not substantially responsive to the bidding Document in all respect will be at the Bidder's risk and may result in rejection of the Bid.

### 3.0) DEFINITIONS/ABBREVIATIONS

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

- a. "NIA" means The New India Assurance Co. Ltd (including domestic branches and foreign offices) and subsidiaries.
- b. "Bidder/Service Provider/System Integrator" means an eligible entity/firm submitting the Bid in response to this RFP.
- c. "Bid" means the written reply or submission of response to this RFP.
- d. "Vendor/Service Provider" is the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose technical Bid has been accepted and who has emerged as L1 Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by NIA.
- e. "The Contract" means the agreement entered into between NIA and the Vendor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- f. AA: Account Aggregator
- g. FIP: Financial Information Provider
- h. FIU: Financial Information User

### 4.0) BACKGROUND

NIA presently does not have any such implementation.

### 5.0) OBJECTIVE

- 5.1) The objective of this RFP is to select SAHAMATI ( <https://sahamati.org.in/tsp/fip-fiu-tsp/> ) Registered Technology Service Provider (TSP) to onboard NIA as FIU and FIP with the required integrations and certification on the Account Aggregator ecosystem. This will be an on-premise implementation.
- 5.2) The formulation of the Evaluation Criteria, the conduct of the evaluation of the responses and the subsequent selection of the successful bidder(s) will be entirely at the discretion of NIA and its decision shall be final and no correspondence about the decision shall be entertained.



- 5.3) Interested entities are advised to study this document carefully before submitting their proposals in response. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.
- 5.4) Submission of the Bid shall be deemed to be the conclusive proof of the fact that the Bidder has acquainted himself and is in agreement with all the instructions, terms and conditions governing the specification, unless otherwise specifically indicated/commented by him in his Bid. Bids submitted after the time and date fixed for receipt of bids as set out in the invitation to Bid shall be rejected and returned to the Bidders. The works referred herein shall cover the entire scope of the proposal which include provisioning the FIP/FIU modules, integrations, up-gradation, implementation and management of solution including the successful completion of POS (Proof of solution) and User acceptance testing (UAT), smooth running and maintenance (timely patch management, security management, technical support, Service tickets, helpdesks, AA Integrations, attending to requests etc.)
- 5.5) NIA reserves the right to negotiate, change, modify or alter any/all the terms and provisions of the RFP/agreement entered pursuant to the RFP and may request for additional information, if required, from the Bidder. NIA 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 are deemed to be so taken after taking into account the commercial acumen and NIA does not guarantee or warrant suitability hereof or success to Bidder/Bidders or any other person or party. This RFP describes what is required of the Bidder in terms of services, deliverables, performance measures and outcomes, and unless otherwise noted in the RFP, places the responsibility for how they are accomplished on the bidder
- 5.6) NIA invites online bids from interested and eligible Bidders as per Eligibility Criteria (Annexure-1).

## **6.0) THE TENDER OFFER**

- 6.1) The tender documents will be available on official web-site of NIA (<https://www.newindia.co.in/portal/TenderNotice>) as well as our e-Tender portal (<https://www.tenderwizard.in/NIAEPROC>).
- 6.2) NIA invites online bids from interested and eligible Bidders as per Eligibility Criteria (**Annexure-1**) and Scope of Work as mentioned in this RFP document.
- 6.3) The Bidder has to use the e-Tender portal for participating in the tender (Refer **Annexure- 9** for e-tendering instruction).
- 6.4) Downloading of tender document from e-Tendering portal is mandatory for tender participation.
- 6.5) The online bids under two envelopes/ cover system comprising of (1) The technical



- bid and (2) commercial bid should be submitted online on E-Tender portal. Various documents to be submitted online and offline along with the technical and the commercial bid are as mentioned in the Section-II of this document.
- 6.6) If the last date for submission of offline documents happens to be a holiday due to some unforeseen circumstances, then the offline documents can be submitted by 11.00 AM on the next working day.
- 6.7) At any time prior to the last date of receipt of bids, the Company may, for any reason, whether at its own initiative or in response to clarifications requested by the prospective Bidders, modify the tender document.
- 6.8) The clarifications, if any, issued by the Company at any time before the due date of submission of the bid will become part of the tender document and would be notified on the official web-site of NIA(<https://www.newindia.co.in/portal/TenderNotice>) as well as at [www.tenderwizard.in/NIAEPROC](http://www.tenderwizard.in/NIAEPROC)
- 6.9) No bid will be accepted after the due date & time.

#### **7.0) BID SECURITY DECLARATION**

- 7.1) Bidder needs to submit Bid Security Declaration (BSD) as per Annexure -10 provided. Bid will be treated as non-responsive and will be rejected in the absence of BSD.

#### **8.0) THE COMPANY RESERVES THE RIGHT TO**

- 8.1) Accept / Reject any of the Tenders.
- 8.2) Revise the quantities at the time of placing the order.
- 8.3) Add, Modify, Relax or waive any of the conditions stipulated in the tender specification wherever deemed necessary.
- 8.4) Reject any or all the tenders without assigning any reason thereof.
- 8.5) Award contracts to one or more Bidders for the item/s covered by this tender.

#### **9.0) REJECTION OF BIDS:**

The bid is liable to be rejected **interalia**:

- 9.1) If it is not in conformity with the instructions mentioned herein,
- 9.2) If it is not accompanied by the requisite BSD and Tender Fee,
- 9.3) If it is received after the expiry of the due date and time,
- 9.4) If it is evasive or incomplete including non-furnishing the required documents.
- 9.5) If it is quoted for period less than the validity of tender.
- 9.6) If it is received from any blacklisted Bidder or whose past experience is not satisfactory.
- 9.7) If the technical Bid doesn't fulfill the requirement.
- 9.8) If the Bidder/OEM fails to demonstrate any features in Proof of Concept (POC) phase, if required by NIA.

#### **10.0) VALIDITY OF BID**





Bids should be valid for acceptance for a period of at least 180 (One Hundred and Eighty) days from the last date of bid submission. Offers with lesser validity period would be rejected.

#### **11.0) SIGNING OF CONTRACT**

The successful Bidder shall sign and return the Contract (Annexure-6) within 2 weeks from the date of Purchase order from NIA.

#### **12.0) PRICE**

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

#### **13.0) PERFORMANCE BANK GUARANTEE:**

- 13.1) The successful Bidder will have to furnish a Performance Guarantee to the tune of 3% of the value of the Contract for proper fulfillment of the contract in the form of a Bank Guarantee from a nationalized/scheduled bank valid for 5 years and 3 months from the date of purchase order from NIA. Bidder's Bank must be on SFMS platform and SFMS copy (Message Type IFN 767) should be sent to HDFC Fort branch IFSC-HDFC0000060.
- 13.2) This Bank Guarantee shall be released after three months from the completion of contract.
- 13.3) Performance Bank Guarantee may be forfeited in the event of a breach of contract by the Bidder solely due to the reasons attributable to the Bidder.
- 13.4) The selected Bidder will provide a Performance Bank Guarantee/Security Deposit, within 75 days from the Notification of award.
- 13.5) When the Bidder fails to perform as desired by NIA, NIA shall give notice of termination and invoke the Performance Guarantee and the Bidder shall cease to be in contract with immediate effect thereon.

#### **14.0) PROJECT SCHEDULE**

The successful Bidder must strictly adhere to the delivery dates as indicated in this RFP for operationalization of the proposed solution. Failure to meet the delivery dates, unless it is due to reasons entirely attributable to NIA, may constitute a material breach of the Bidder's performance.





As a deterrent for delays during implementation, NIA may levy penalties for delays attributable to the successful Bidder. The reasons like non-familiarity with the site conditions, NIA applications and/or existing IT infrastructure etc. will not be considered as a reason for delay.

Penalty based on following table will be levied for delay in meeting the delivery date as specified in clause Scope of Work from the date of purchase order.

Delay	Penalty
Up to 1 Week	2% of projected outflow for 1st month
1 - 3 Weeks	2.5% of projected outflow for 1st month
3-4 Weeks	3% of projected outflow for 1st month
More than 4 Weeks	Contract may be considered for cancellation

A cap of 3% of the Projected Outflow would be reserved as penalties against any delay in meeting milestones. The company reserves the right to cancel the tender if the above delivery schedules are not adhered to by the selected Bidder.

Without prejudice to other rights and remedies available, NIA shall be entitled to set-off or adjust any amounts due to NIA under this clause from Bidder against payments due and payable by NIA for the services rendered, beside the amount of penalty and Liquidated damages. The provisions of this Clause shall survive the termination of this Agreement.

Bidder must deliver the FIU Module within two weeks to NIA. The integrated FIP and FIU services to be made available within the mutually agreed timelines. Any new AA must be on boarded by the Service provider in mutually agreed timelines.

As part of the Bid, the Bidder shall submit a detailed project plan detailing all activities needed to be completed during the transition phase and before go-live date, assign responsibility for the activity and scheduled completion date for the same. The Bidder will conform to the project plan submitted as part of the Bid response.

Any scale-up or scale down of operations, as per the request of NIA will have to be affected as and when required.

## **15.0) SCOPE OF WORK (SOW)**

The objective of this RFP is to select Technology Service Provider (TSP) to on board NIA as FIU and FIP with the required integrations and certification on the Account Aggregator ecosystem using SaaS Solution of the Bidder

### **FIP and FIU Module**



The Technical Service Provider is expected to provide an end-to-end solution, FIP and FIU modules and integrate it with all Account Aggregators and NIA Systems. The FIU/FIP module should be able to integrate with various backend systems of the NIA like Core Insurance Solution, security modules, portal applications, mobile applications etc.

The Account Aggregator ecosystem is an interoperable, consent-driven architecture, which has a set of standard APIs published by ReBIT (RBI) that facilitates secure, seamless and consented sharing of various kinds of financial information. Account Aggregator acts as an intermediary and helps connect the customer to multiple Financial Information Providers (FIPs) through standardized API interfaces. The Account Aggregator framework facilitates consented sharing of information in real time.

Technology Service Provider (TSP) will provide modules that will connect NIA as Financial Information Provider (FIP) and Financial Information User (FIU) with all the Account Aggregators in the ecosystem. The solution should facilitate NIA to take benefit of using Account Aggregator integration through building partnership agreements with FinTechs, deploying value-added products and services to consumers, capitalizing on customer analytics and insights etc. The solution should be capable of managing various use cases in secured manner.

The solution should also have facility to manage users, monitor/analyze traffic with policies as required/desired by the NIA. Bidder will be responsible to ensure compliance at all time with the ReBIT Specification and RBI/IRDAI Guidelines. Bidder will also be responsible for conducting/closing VAPT observations of the App/OS/DB/servers periodically. The bidder will also be responsible for conducting source code review annually and closure of all observations thereof.

Further details can be obtained by referring to technical and functional specifications (Annexure A). Bidder needs to integrate, implement and manage the entire solution for the period of 1 years. The duration of engagement may be extended for further duration of 1 year with maximum of 3 such extensions on mutually agreed terms. NIA may, at any time, by a prior written notice of 30days, terminate the Contract/agreement and / or reduce the scope of the Services.

### **15.1) BROAD SCOPE OF WORK**

1. The Technical Service Provider is expected to provide solution for FIP/ FIU modules and facilitate NIA to onboard the Account Aggregator ecosystem. NIA requires the bidder to provide web based FIU application/portal to quickly onboard the AA ecosystem.



2. The FIP/FIU module should be integrated with various backend systems like Core Insurance Solution, Portal, CRM, alternate channels, Enterprise data Warehouse, SOC/SIEM and other security modules. NIA requires the service provider to facilitate the integration using API driven architecture.
3. On request of FIU in Account Aggregator ecosystem, the solution should be able to share customers' required information on receipt of customer consent.
4. On receipt of customer consent, Solution should enable NIA to act as FIU, fetch required information provided by other Financial Information Providers and facilitate decryption of data received through the Account Aggregator ecosystem. The decrypted data (e.g., GSTN etc.) fetched as part of FIU shall be utilized by NIA for further data analytics, basis the applicable use cases. The successful bidder shall include all such integration scopes as part of the commercials quoted.
5. Enable NIA to act as FIP and provide required information to other Financial Information Users (FIUs) in Account Aggregator ecosystem on receipt of customer consent. The successful bidder shall include all such integration scopes as part of the commercials quoted.
6. The proposed Solution should have browser based user friendly and robust interface.
7. The data in flow should be in encrypted form in compliance with Sahamati / Regulator/ReBIT/IT Laws/ NIA's Information Security requirements from time-to-time.
8. The solution should be able to integration with NIA's delivery channels through APIs, webservice, shared object etc.
9. The solution should support notification through email/SMS. The system should be capable to integrate with NIA' SMS/Email gateways for the same.
10. API integration with Account Aggregator system should be in accordance to the API specification & Data schema published by ReBIT from time-to-time
11. The solution should be able to monitor the API performance/usage. The solution should also be able to support API throttling, quota, queue requests in case of the load on core Insurance application.
12. The solution should comply with updated RBI Directive and other regulatory guidelines. During the contract period any customization required to comply any regulatory guideline will be provided by the bidder without any additional cost.
13. The solution provided should provide assured integrity with complete audit trail that can be retrieved and verified at any point in time by the authorized personnel of all actions including the logs pertaining to consent and access information.
14. The solution should be able to support integration through data extracts,



- SDK, SOAP/REST APIs, XML feeds.
15. Detailed MIS reports should be available as per the NIA's requirement.
  16. The solution should support the TPS required and should highly scalable to meet the future requirement.
  17. The proposed solutions should be compatible with all the Account Aggregators. The successful bidder need to integrate with all licensed Account Aggregators as on RFP date under the current scope. However, future integration with other aggregators will be done at integration cost quoted by arriving at pro-rata cost of one aggregator.
  18. The successful bidder must have UAT, DC & DR environment with high availability and secure infrastructure for the solution. DC & DR setup should support high availability.
  19. The Bidder needs to analyse the infrastructure (hardware, Operating System, Database, Storage and other related software/hardware) requirement for the proposed solution (for both Production and UAT environment) and provide the analysis to NIA. NIA is not responsible for any assumption made by the Bidder with respect to the sizing. In the event the sizing proposed by the Bidder does not meet the performance / service levels then the Bidder will be charged with penalties under SLAs if any.
  20. Bidder will have to integrate with any new use case introduced in the AA ecosystem during the contract period at the mutually agreed terms. The Proposed solution should have the capability to provide integrations for fetching additional customer parameters/ data points from any future addition to the AA Ecosystem such as GSTN, TRAI data etc. as and when applicable.
  21. Implementation of the proposed solutions should consider all the security measures. The solution should comply with Industry standards security measures and NIA's Security policy.
  22. All the audit observations (VAPT, IS audit etc.) should be rectify by the bidders within the timelines decided mutually with the NIA. Patching activity should be performed periodically as per the requirement of the NIA.
  23. During the contract bidder will proactively inform NIA about any security vulnerability related to the solution and fix it without any additional cost.
  24. The proposed solution should ensure Integrity & Confidentiality of the data.
  25. The bidder will be responsible for successful completion of certifications required to become a part of Account Aggregator Ecosystem as FIP and FIU
  26. The Solution should support data analytics of the data received from AA ecosystem using AI/ML techniques.
  27. Other Key Responsibilities includes, but are not limited to:
    - a. Register with the Central Registry - Digital Signature, other



details. The connection is through Standard APIs defined by Sahamati

- b. Enable discovery of applicant's accounts, basis identifier(s) sent by AA
- c. Authenticate applicant before linking/delinking of accounts with applicant's AA profile
- d. Receive and verify consent artefact for a consent request approved by the applicant for fetching data
- e. Capability with respect to storage of all the consent artefacts as part of a FIP Database
- f. Format data for compliance with standardized data schemas
- g. Purge data after AA had fetched the data or after Sahamati defined TAT, whichever is earlier
- h. Share consent template to AA for applicant's approval
- i. Receive applicant's consent artefact from AA
- j. Capability with respect to storage of all the consent artefacts as part of a FIU Database Capability to send appropriate notifications to the customer regarding account linkages, data access requests, data sharing etc.
- k. FIU to fetch the data once AA notifies the readiness of data
- l. Enable NIA as FIP with the required backend integration with NIA Systems.
- m. Capability to monitor the service availability of the integrated AAs at any point of time

### 15.2) DOCUMENTATION/TRAINING

1. Bidder will arrange training for NIA's officials regarding overall functioning of the Solution/ available Dashboard/ Analytics etc
2. Providing process documentation, SOP's, required Technical and Functional documentation, Reference Manual, FAQ, Job Card, System Configuration, API Documents etc.

### 15.3) SUPPORT

1. The bidder should deploy technical resources throughout the contract period with adequate skill set and experience for monitoring and management of the proposed solution from date of Go-Live. NIA reserves the right to claim change in resource based on the performance of the resources.
2. The bidder has to ensure support for resolving FIP/FIU solution and integration related issues, including installation/re-installation of required software and its supporting software for the proposed solution, during contract period without any extra cost.
3. The technical resources should be competent to develop/configure/handle/integrate/maintain/manage/Implement/Test/Go-live the proposed solution. Technical resources are expected to perform testing, support, monitoring, implementation, Integration with Account Aggregator, Trouble Shooting,





reporting, RCA reports, coordination with NIA's teams, Audit compliance, any other statutory compliance, Patch Installation (OS, DB, App, Software) fixes, analytics, fraud risk/rule management & monitoring, day to day MIS reports, Regulatory reports, conducting DR Drill, backup/restore. These activities are illustrative and the details will be shared with successful bidder.

4. Detailed process documentation, SOP (Standard operating procedure) and management of solution should be created and submitted before project signoff.

#### **15.4) PROJECT MANAGEMENT**

Successful bidder must appoint a project manager dedicated for the project. The complete project implementation within the timeline will be responsibility of the Project Manager. During the project implementation Project Manager will be the single point of the contact for NIA. Detail Project review must be conducted during project execution at no additional cost. The vendor will submit weekly reports regarding the progress of work along with the corrective actions/ suggestions. Any document submitted by the vendor should be properly backed up by quality review documents. Extension of contract for support however shall be at the discretion of NIA. NIA as well as the Bidder will decide an escalation matrix to resolve any issues that may crop up during project period. Both NIA and Bidder shall inform the names of the persons, designation, Email ids and their telephone numbers for the escalation matrix to be effective

#### **15.5) CONTRACT EXPIRY/TERMINATION**

- 15.5.1) Subject to any qualification or provision to the contrary in the Scope of Work, the Bidder must provide the following assistance to NIA on termination or expiration of the contract:
  - a) Transferring / providing access to NIA to all information stored by whatever means held by the Bidder or under the control of the Bidder in connection with the contract; and
  - b) Making Specified Personnel and Bidder Personnel available for discussions with NIA as may be required. The time, length and subject of these discussions will be at the sole discretion of NIA, provided that any matter discussed is not considered to reveal any 'Commercial-in-Confidence' information of the Bidder.
  - c) The Parties agree that duration of Knowledge transfer shall in no event exceed 30 days.
- 15.5.2) After successful completion of contract terms/termination and if service term not been extended, Bidder has to cooperate with NIA or any of its designated Third party for migration on mutually agreed terms.
- 15.5.3) The Bidder should handhold the migration process until the entire Solution / Data gets ported completely.
- 15.5.4) The Bidder should sort out operability issue, if any, for smooth shifting of such data.



- 15.5.5) Service provider should be responsible to destroy the data upon request from NIA as per NIA Data Destruction Policy, with special emphasis on destroying all data at all locations
- 15.5.6) NIA reserves the right to cancel the contract of the selected Bidder and recover expenditure incurred by NIA on the following circumstances. NIA would provide 30 days' notice to rectify any breach/ unsatisfactory progress:
- a) The selected Bidder commits a breach of any of the terms and conditions of the RFP/contract.
  - b) The selected Bidder becomes insolvent or goes into liquidation voluntarily or otherwise.
  - c) The progress regarding execution of the contract, made by the selected Bidder is found to be unsatisfactory.
  - d) If the selected Bidder fails to complete the due performance of the contract in accordance with the agreed terms and conditions.
  - e) An attachment is levied or continues to be levied for a period of 7 days upon effects of the tender.
- 15.6) GENERAL TERMS**
- 15.6.1) The Bidder will put in place appropriate disciplinary procedures and ensure congenial industrial relations with its employees. NIA shall not intervene in any of the industrial disputes between the support employees and (Bidders) management, nor can NIA be drawn in any circumstances in such industrial disputes. The employees of the Bidder will never be considered as employees (fulltime or part-time or contractual) of NIA in any circumstances. The employees of the Bidder will never claim any right to employment in NIA irrespective of their status of employment with Bidder.
- 15.6.2) The Bidder shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its employees, sub-contractors and Project Representatives (including but not limited to Minimum Wages Act, Provident Fund Laws, Workmen's Compensation Act, Employees' State Insurance, etc.) and shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice or corporate policy applicable to it from time to time, including records and returns as applicable under labor legislations.
- 15.6.3) The Bidder will deploy exclusive quality management team which will continuously audit the systems and procedures of operations and management. This team will also suggest systems to improve the ratings against SLA parameters. The Bidder will present information about its internal audit and quality assurance practices in all areas of operations, including human resources in periodical review meetings.
- 15.6.4) The Bidder shall adhere to provide protection against sexual harassment of women at workplace and put in place appropriate procedures for the prevention and redressal of complaints relating to sexual harassment and for matters connected therewith or incidental thereto as per the extant laws. The Bidder shall indemnify NIA against any claims made by any employee in all such matters.





- 15.6.5) The Bidder will comply with all applicable policies of NIA, including but not limited to NIA's Privacy Policy, Information Security Policy, Code of Conduct/Ethics, IRDAI guidelines and the policies and regulations issued by any Regulatory Authorities including TRAI etc.
- 15.6.6) The selected Bidder will undertake to provide the services required in this RFP to NIA and will not outsource or subcontract any or all of the services being offered to NIA to any company or to a company fully / partly owned by the Bidder, except with the written consent of NIA. Any sort of consortium is not allowed.
- 15.6.7) The Bidder will comply with all applicable NIA's policies, including but not limited to, NIA's Privacy Policy, Information Security Policy, Code of Conduct/Ethics, IRDAI guidelines on outsourcing and the Do-Not-Call policies.
- 15.6.8) The Bidder should maintain the confidentiality of the data stored on computer system. No engineer / staff of the Bidder shall carry any personal floppy, USB drives, Blank CDs / mobile phones etc. nor will have access to personal emails inside the Company's premises. NIA and Bidder shall mutually discuss on these terms as per the need of the hour, for example, demand for a paperless environment.
- 15.6.9) The data used for the calculation in Annexure 3 (Commercial bid sheet) is based on NIA's expected traffic volume basis past data. However, NIA does not commit any lower bound or upper bound in the traffic. The data presented in annexure 3 is only for the calculation purpose and cannot be used against NIA in case of any increase or decrease in the volume.

## 16.0) SERVICE LEVEL AGREEMENT

- 16.1) Service Level Agreement (SLA) will form part of the contract between NIA and the selected Bidder. SLA defines the terms of the selected Bidder's/Service Provider's responsibility in ensuring the timely delivery and the compliance to the Performance Indicators as detailed below. The Bidder has to comply with Service Levels requirements to ensure adherence to timelines, quality and availability of services.
- 16.2) If NIA finds that SLA or levies reporting has a mistake, NIA can apply the maximum allowable penalty for that SLA for the month, for that service. In case of any mistakes/errors in reporting after final submission, NIA shall levy a flat penalty of Rs. 25,000/- per SLA
- 16.3) The Vendor shall be responsible for deployment of systems that would capture all MIS and data regarding the solution that would be requested by NIA. Any new MIS requirements by NIA shall be carried out and met within 15 days and any exception to the duration has to be mutually agreed. These requirements have to be fulfilled by the Vendor without any additional cost to NIA.
- 16.4) Bidder should provide maintenance support directly. Maintenance services shall be available to NIA on 24 x 7 for all 365 days. Bidder has to share escalation matrix. For Call Response, Bidder should ensure to provide high level of quality service promptly
- 16.5) The uptime calculated shall not include the following:
1. Down time due to any IT Infra (Provided by NIA) failure.
  2. Negligence or other conduct of NIA or its agents, including a failure or



- malfunction resulting from applications or services provided by NIA or its Bidders.
3. Failure or malfunction of any equipment or services not provided by the Bidder.
  4. However, it is the responsibility/ onus of the selected Bidder to prove that the outage is attributable to NIA.
- 16.6) NIA may make request for modifications to the agreed Service Level by sending written notice at least 15 days prior to the date that such modifications are to be effective, provided that the proposed modifications are mutually agreed.
- 16.7) NIA, at any point of time, can ask the Bidder for change in engineer (on their own pay roll) in case service/ response level of existing engineer is not found satisfactory
- 16.8) The Various SLA's under this agreement will be as below:

**16.8.1) System Availability**

Vendor will have to guarantee a minimum uptime of 99.00%, calculated on a monthly basis. Application availability will be 99.00% on 24x7x365. The penalty will be calculated as per the details given below.

Service Provider will be submitting monthly uptime report along with the transaction/ data fetch report for the month.

Downtime percentage: Unavailable Time divided by Total Available Time, calculated on a monthly basis.

Total Available Time: 24 hours per day for seven days a week excluding planned downtime

Unavailable Time - Time involved while the solution is inoperative or operates inconsistently or erratically.

Availability: > 99% measured on monthly basis.

Penalty of Rs 10000 for every 0.50 % or part thereof in case of breach in SLA, subject to maximum of Rs 50000 or the Quarterly payment due whichever is less. NIA may terminate the engagement for continuous availability issue.

The uptime percentage would be calculated on monthly basis and the calculated amount would be adjusted from every subsequent quarter payment. If Vendor materially fails to meet an uptime of 99.00% for three (3) consecutive months, NIA may have the right to terminate the contract. In case if there is no pending invoices to be paid by NIA to the vendor, the vendor has to submit a pay order / cheque payable at Mumbai in favor of The New India Assurance Company Limited for the same within 15 days from the notice period from NIA.

- a. Availability Service Level will be measured on a monthly basis.
- b. A Service Level Default will occur when the vendor fails to meet Minimum uptime (99.00%), as measured on a monthly basis



- c. Penalty for TAT/SLA Breach for data fetch - un-satisfactory services: Rs 100 for each such transaction/data fetch will be levied on the service provider.
- d. Breach of Confidentiality - A show-cause notice will be issued to agency.
- e. Agency shall respond within 3 working days of receiving the notice. blacklisting or any other punitive action (including civil and/or criminal case) as deemed fit by the Competent authority

**16.8.2)** The selected vendor has to sign a detailed SLA before the issuance of Purchase Order. The SLAs, other than mentioned above, will be prepared jointly by the company & the selected bidder and will be based on

- a. the scope of the RFP and any amendment done in the RFP before submission of the bid
- b. The solution offered by the bidder in response to the bid
- c. Selected bidder is obliged to provide additional services/infrastructure free of cost at any stage of the contract period, if it was found that requirement & standards intended by the company in RFP is not being fulfilled

#### **16.9) Reporting tool to calculate Performance Parameters**

Bidder will provide a relevant tool to calculate performance parameters, the results of which may be vetted by NIA independently. In case, any inaccuracy is found in the results of the tool for any parameter, NIA may consider levying maximum penalty for that parameter.

#### **16.10) Overall Penalty**

The overall cap on monthly penalty of all SLAs shall be levied up to a maximum of 20% of monthly bill amount. However, if the maximum penalty limit is reached continuously for 2 billing months, then the cap may be removed by NIA and actual penalty may be charged. To encourage better performance, the cap on monthly penalty shall be restored to 20% of the monthly billing amount if there is improvement in the performance under SLA parameters in the subsequent months.

The method for calculating penalty shall be as under:

While calculating penalty for the current month, the penalties levied for the previous 2 months shall be considered and if they are at maximum limit of 20% of monthly bill amount, then the penalty cap shall be increased and the penalty shall be levied at actual levels

#### **17.0) PAYMENT TERMS**

The Vendor must accept the payment terms proposed by NIA. The commercial bid submitted by the Vendors must be in conformity with the payment terms proposed by NIA. Any deviation from the proposed payment terms would not be accepted. NIA shall have the right to withhold any payment due to the vendor, in case of delays or



defaults on the part of the vendor. Such withholding of payment shall not amount to a default on the part of NIA. If any of the items / activities as mentioned in the price bid is not taken up by NIA during the course of the assignment, NIA will not pay the professional fees quoted by the vendor in the price bid against such activity/ item.

Payment for the Integration/Certification: Upon successful completion of activity.

Payment for the FIP/FIU Data Fetch: Transaction charges for the actual consumption payable monthly in arrears.

Payment will be due only after go-live sign off from NIA. No interest payment whatsoever will be made by NIA. NIA will make payment of a correctly rendered invoice within 30 days after receiving the invoice.

NIA reserves the right to temporarily withhold payments and impose penalty, if bidder is not meeting the SLA and T &C during that period.

The Bidder is also duty bound to report to NIA about any short recovery of taxes, cess, etc. at source. Such reporting to NIA should also happen at the earliest. In case, Bidder fails to inform NIA about such short recoveries of tax, cess, etc. at source, NIA will have the right to recover all shortrecoveries 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.

The Bidder shall be solely responsible to make payment to Service Providers/partners. The Amount against Penalties, if any, will be recoverable from the Payment OR from any other payment due to the Bidder OR from performance Bank Guarantee.

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

- a. Invoice printed on Bidder 's own letterhead (with reference of Purchase order, description of goods/ services delivered, quantity, unit price, total amount)
- b. Sign-off from NIA
- c. No other payment of any kind will be made other than the Contract Value.

Expenses: It may be noted that NIA will not pay any amount/ expenses/ charges/ fees/ travelling expense/ boarding expenses/ lodging expenses/ conveyance expenses/ out of pocket expenses other than the Agreed Contract Value.

NIA will deduct taxes from the amounts due and payable to the Bidder wherever applicable. NIA will provide Bidder with the statement of any taxes deducted by NIA on payments under the contract. The Bidder agrees to reimburse and hold NIA 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 NIA and the Bidder.



Payment will be released in arrears on satisfactory performance and after deduction of penalty, if any.

No advance payment will be made in any case.

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

If NIA receives the SLA or levies reports after the seventh day of the succeeding month, NIA will issue a warning to the selected Bidder. If the selected Bidder does not submit the report by fifteenth of the succeeding month, NIA shall levy a flat penalty of Rs.5000/- per day of delayed reporting for that month. (day 1 starts from sixteenth).

## **18.0) GENERAL TERMS**

- 18.1)** The successful Bidder shall require signing a NDA as per Annexure-9 with NIA to maintain and protect the confidentiality of Data.
- 18.2)** The Integrity Pact (IP) duly signed by the authorized official of NIA and the Contractor, will form part of the contract / supply order. Performa of the IP is enclosed along with the tender document (Annexure-8) and shall be returned by the Bidder along with the technical bid, duly signed by authorized person. All the pages of the IP shall be duly signed by the same authority. Bidder's failure to return the IP along with the bid, duly signed may lead to outright rejection of such bid. Shri. Surendra Pal Gaur and Shri. SubramanyaSuria Narayana Moorthy are the Independent External Monitors (IEM) at NIA.
- 18.3)** NIA reserves its right to carry out Pre-implementation inspection of the Bidder's solution. There shall not be any additional charges for such inspection.
- 18.4)** If the Bidder wishes to depart from any terms and conditions of the tender in any respect he shall draw the attention to such points of departure explaining fully the reasons thereof and furnish separately adopting the form given in Annexures 4 and 5. Unless this is done, the requirements of the RFP will be deemed to have been accepted in every respect. The Company reserves the right to accept/reject any or all of the deviations submitted by the Bidder.
- 18.5)** The selected bidder shall nominate a Project Manager immediately on acceptance of the order, who shall be the single point of contact for the project. However, for escalation purpose, details of other persons shall also be given. The project managers nominated by the bidder should have prior experience in implementing similar project
- 18.6)** Any royalties or patents or the charges for the use or infringement thereof that may be involved in the contract shall be included in the price. Bidders shall protect the Company against any claims thereof.
- 18.7)** Bidder agrees fully and effectually to indemnify, defend and hold harmless NIA and its officers, directors, employees, representatives, Project Representatives, and assigns





("Indemnified) at its own expenses against the Losses suffered or incurred by NIA as a direct result of any negligent or fraudulent act or omission by it and its employees, in breach of any of its obligations contained or referred to in proposed Agreement. In addition, Bidder hereby also agrees to indemnify and hold harmless NIA against the Losses claimed, made or incurred against NIA arising out of or in connection with the performance or discharge of Bidder's obligations and duties under this proposed Agreement or in respect of any Losses sustained or suffered by any third party, otherwise than by NIA's gross negligence or willful misconduct. Bidder understand, acknowledge and agree that this provision is the essence of the contract and, consequently, Bidder desires to provide NIA (being Indemnified) with specific contractual assurance of each Indemnifier's rights to full indemnification against any proceedings.

If indemnification claim involves litigations from third party then the indemnification by Bidder shall be subject to: (a) NIA having provided written notice within reasonable period of time about the event (b) Subject to Applicable Laws, NIA will provide to Bidder an opportunity to defend (c) To the extent possible for the Bidder in NIA's view, NIA having taken due diligence exercise to mitigate or minimize the claim or liability. (d) NIA refraining from accepting or admitting the claim or liability for Bidder (e) NIA reasonably cooperating with Bidder for defense of a third-party claim and (f) NIA restricted from giving any press release that results in compromise of Bidder's defense of the indemnification

**18.8)** NIA reserves the right to accept or reject any proposal, and to annul the tendering process and reject all proposals at any time prior to award of contract, 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 NIA's action.

**18.9)** Contract: NIA reserves the right to incorporate standard contract provisions and the contract shall at all times be compliant to:

- "Contract Agreement for Selection of System Integrators/ Implementation Agencies"  
<https://www.meity.gov.in/model-rfp-template-and-guidance-notes-e-gov-projects>
- Provision of the CVC and Govt of India on procurements General Financial Rules 2017 for contract management.

**18.9.1)** NIA 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 the final contract. The selected Bidder(s) will sign a contract with NIA to provide the items named in their responses, at the prices listed. The Contract will be subject to review throughout its term. NIA will consider cancellation of contract upon discovery that the selected Bidder is in violation of any



portion of the Contract, including an inability by the Bidder to provide the support and/or service as promised in their response.

**18.9.2)** NIA 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 NIA.

**18.9.3)** NIA reserves the right at the time of award of contract and during the term of the contract to vary the quantity of services specified in the RFP without any change in other terms and conditions.

**18.9.4)** Right to terminate the Process:

NIA may terminate the RFP process at any time without assigning any reasons whatsoever. NIA makes no commitments, express or implied, that this process will result in a business transaction with anyone.

This RFP document does not constitute an offer by NIA. The Bidder's response to this RFP may result into selection of Bidder(s) after completion of selection process as detailed in this RFP document.

NIA reserves the right to accept or reject any proposal, and to annul the RFP process and reject all proposals at any time, 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 its action.

**18.9.5)** The Bidder must have ownership or obtain all necessary copyright and other Intellectual Property Right permissions before making any Third-Party Material available as Auxiliary Material for the purpose of performance of services under this RFP and resulting contract

**18.9.6)** All Intellectual Property Rights in the Contract Material shall vest in NIA to the extent that NIA needs to use any of the Auxiliary Material provided by the Bidder to receive the full benefit of the Services (including the Contract Material), the Bidder grants to, or must obtain for, a world-wide, royalty free, perpetual, non-exclusive license to use, reproduce, adapt, modify and communicate that Auxiliary Material.

**18.9.7)** 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 employees solely in order to comply with obligations, or to exercise rights, under the contract.
- b) is disclosed to a party's internal management personnel, solely to enable effective management or auditing of Contract related activities.
- c) is disclosed by NIA.
- d) is disclosed by NIA, in response to a request by a House or a Committee of the Parliament/ Assembly.
- e) is authorized or required by law, including under the contract, under a license or otherwise, 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

**18.9.8)** The Bidder will warrant that, to the best of its knowledge after making diligent inquiry, at the time of applying for tender or signing the contract, no conflict of interest exists or is likely to arise in the performance of its obligations under the contract.

A Bidder will not have a conflict of interest that may affect the Services.

NIA requires that the Bidder provides professional, objective, and impartial services and at all times hold NIA's interests' paramount, avoid conflicts 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 to NIA or that may place it in a position of not being able to carry out the assignment in the best interests of NIA.

Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest, if there is a conflict among this and other assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by the Bidder or having common controlling shareholders. The duties of the Bidder will depend on the circumstances of each case. While providing services to NIA for this particular assignment, the Bidder shall not take up any assignment that by its nature will result in conflict with the present assignment.

The Bidder shall make a disclosure to NIA as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days and any breach of this obligation of disclosure shall be construed as Conflict of Interest. NIA shall, upon being notified by the Bidder under this Clause, decide whether it wishes to terminate this Services or otherwise, and convey its decision to the Bidder within a period not exceeding 15 (fifteen) days.

**18.9.9)** NIA 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. NIA 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 NIA does not guarantee or warrant suitability hereof or success to the Bidder or any other person or party.

#### **18.10) Force Majeure**

Should either party be prevented from performing any of its obligations under this proposal by reason of any cause beyond its reasonable control, the time for



performance shall be extended until the operation or such cause has ceased, provided the party affected gives prompt notice to the other of any such factors or inability to perform, resumes performance as soon as such factors disappear or are circumvented.

If under this clause either party is excused performance of any obligation for a continuous period of ninety (90) days, then the other party may at any time hereafter while such performance continues to be excused, terminate this agreement without liability, by notice in writing to the other.

"Force Majeure Event" means any event due to any cause beyond the reasonable control of the Party, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government.

- 18.11)** Bidders, either by itself or through its group companies or Associates, shall not use the name and/or trademark/logo of NIA, in any sales or marketing publication or advertisement, or in any other manner, without prior consent of NIA
- 18.12)** The Contract with the selected Bidder shall be governed in accordance with the Laws of India for the time being enforced and will be subject to the exclusive jurisdiction of Courts at Mumbai (with the exclusion of all other Courts).
- 18.13)** This RFP document contains statements derived from information that is believed to be reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending bidder to determine whether or not to enter into a contract or arrangement with NIA in relation to the provision of the services. Neither NIA nor any of its directors, employees, agents, contractors, or advisers gives any representation or warranty, express or implied as to the accuracy or completeness of any information or statement given or made in this RFP document
- 18.14)** Additional Clauses

#### INFORMATION SECURITY:

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

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

#### CONFIDENTIALITY

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



information as per NDA is fully satisfied

**Background Check Assurance:**

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

**Right to Audit Clause:**

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

**Cyber Security Testing/ VAPT:**

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

**Business Continuity Plan:**

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

**Data Residency Clause:**

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

**Conflict of Interest Clause:**

NIA reserves the right to terminate the Contract immediately by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of NIA, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the bidder and the duties owed to NIA under the provisions of the Contract. The actions of NIA to this shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to NIA.

## SECTION II

### PART A TECHNICAL BID (ONLINE)

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



- 1) Demand Draft/ Bankers Cheque for Tender Document Fees.
- 2) Security Declaration (BSD) as per Annexure 10
- 3) Eligibility Criteria as per Annexure-1 along with supporting documents.
- 4) Integrity pact (duly signed and stamped) as per Annexure 8.
- 5) Deviations, if any as per Annexure-4.
- 6) Undertaking for having the proprietary rights of the offered product – Annexure 11
- 7) Non Blacklisting Undertaking – Annexure 12
- 8) List of Documents submitted – Annexure 13
- 9) Bank account RTGS details (attach a cancelled cheque)
- 10) Tender Acceptance Letter on firm's letter head which should be filled, signed and stamped/certified properly.
- 11) Power of Attorney / Authorization Letter - Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.
- 12) Solution document – Bidder's proposed solution in detail with respect to the requirements laid out in this RFP.
- 13) List of (Insurance & Financial) clients who have withdrawn their service from you in past one year and reason for leaving in brief.
- 14) Business Proposal" A write-up, not exceeding 5 pages, detailing the following:
  - a.) Details of the Bidder's India-based operations. This should include types of services provided in regional market, how long organization has operated in regional market, and growth rates (for example, as demonstrated through growth in staff numbers).
  - b.) Details of the Bidder's International operations, if any. This should include types of services provided in International market, and how long organization been in operation.
  - c.) In case the Bidder is an affiliate of company incorporated outside India, details of the Bidder's long-term commitment to the Indian market.
- 15) Any other supporting documents as per the tender requirement
- 16) Annexure 2 – Technical compliance sheet

### PART B - TECHNICAL BID (OFFLINE)

The following documents are required to be submitted offline in physical/hard copies to THE CHIEF MANAGER, IT DEPARTMENT, 3<sup>rd</sup> FLOOR, HEAD OFFICE, THE NEW INDIA ASSURANCE CO LTD, 87, M G ROAD, FORT, MUMBAI- 400001 by 03:30 PM, 11-Dec-2022, in one sealed envelope super-scribed as "Offline Document Submission "Request for Proposal for Selection of Technical Service Provider (TSP) for onboarding NIA as Financial Information User and Financial Information Provider on Account Aggregator platform (TENDER NO: [NIA/HO-IT/NI/AA/2022/01](#))" failing which the Bidder may be disqualified and their tender may not be opened:

- a) Original DD/ Bankers Cheque towards tender document Fees drawn in favor of "The New India Assurance Company Limited" payable at Mumbai.



- b) Bid Security Declaration (BSD) as per Annexure -10
- c) Integrity pact (duly signed and stamped) as per Annexure -8

All the relevant pages of the proposals are to be numbered and signed by an authorized signatory on behalf of the Bidder. The numbers should form a unique running series across the entire document.

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

### PART C-COMMERCIAL BID (ONLINE) AND FINAL EVALUATION

1. The commercial bids of only those Bidders would be opened who fulfill the criteria mentioned in Part A and Part B in Section II of the RFP and comply to technical evaluation (Annexure 2). A presentation before the selection committee of NIA is to be made by the Bidders as mentioned in Annexure 2.
2. Commercial bids should strictly be in line of Annexure 3.
  - a. The Bidder should quote as per Price Format in Indian Rupees as the all-inclusive fee for the desired work/services. While submitting the financial bid, following must be kept in mind:
    - The price quoted should include all costs associated with the assignment, exclusive of all taxes.
    - Applicable Taxes will be paid by NIA
    - The financial proposal should not include any conditions attached to it and any such conditional financial bid shall be summarily rejected.
  - b. The queries (Annexure 4 and 5) should be submitted only on email, and NIA will put the clarification etc. by responding to such emails. The email should be sent by some competent authority of the company.
  - c. Bidders are required to go through the RFP and any subsequent Corrigendum's/clarifications meticulously and submit their queries timely to avoid any last minute issues.

### SECTION III GENERAL TERMS & CONDITIONS

#### 1.0) PROCEDURE FOR PROCESSING THE TENDER DOCUMENT:

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





- (BSD), their offer would be rejected.
- 1.2) Each and every aspect in the Eligibility Criteria and Technical Bid including deviations, if any, would be discussed by the Committee. Only those Bids complying with technical criteria shall become eligible for commercial Bid opening and further RFP evaluation process.
  - 1.3) The commercial Bids of technically qualified bidders will be opened by the Committee and the lowest commercial bid (L1) will be considered for deciding the start price for the Reverse Auction. NIA also reserve the right to give its start price for Reverse Auction if required. The date, time, start price and bid decrement for Reverse Auction will be conveyed to the technically qualified bidders.
  - 1.4) This procedure is subject to change, if any, and the procedure adopted by the NIA for opening the tender shall be final and binding on all the parties.

## **2.0) TECHNICAL EVALUATION**

- 2.1) Only those Bidders and Bids who have been found to be in conformity with the terms and conditions of Eligibility Criteria would be considered by the Company for further detailed Technical Evaluation.
- 2.2) The Company will evaluate the technical bid for each line item for its conformity with the specifications as stated in the RFP.
- 2.3) During evaluation and comparison of bids, the Company may, at its discretion, ask the bidders for clarification of its bid. The request for clarification shall be either through email or a query through e-Procurement portal and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification/suggestions at the initiative of the bidder shall be entertained.
- 2.4) NIA reserves the right to call for a presentation on technical capabilities from those Bidders who have qualified in Eligibility Criteria.
- 2.5) Bidders are further required to be in preparedness, to arrange for a customer reference / visit to customer premises.
- 2.6) All expenses incurred in connection with the above, shall be borne by the bidder. However, NIA will bear the travelling, boarding and lodging expenses related to its own personnel and its consultant, if any.

## **3.0) PRICE (COMMERCIAL) BID EVALUATION**

- 3.1) Only those Bidders who qualify in Eligibility Criteria Evaluation and Technical evaluation would be shortlisted for commercial evaluation via online Reverse Auction conducted by the Company's authorized e-Procurement service provider, details of which are provided in Annexure - 14.



- 3.2) The L1 Bidder will be selected on the basis of net total of the price evaluation as quoted in the Reverse Auction.
- 3.3) The successful bidder must provide price breakup as per Annexure - 3 within 2 working days of conclusion of the Reverse Auction. Extension to the time of submission of price breakup is solely at the discretion of the Company.
- 3.4) During evaluation of the price breakup post conclusion of Reverse Auction submitted by the bidder, the Company, at its discretion may ask the bidders for clarification. The request for clarification shall be in writing/ e-mail.
- 3.5) In case the L1 Bidder fails to meet Terms and Conditions of the RFP or to provide product/services, NIA reserve the right to disqualify existing L1 bidder and re-conduct Reverse Auction (RA) among other technically qualified bidders to identify the new L1.

#### 4.0) AGREEMENT

The successful Bidder shall enter into a detailed Agreement. A Performa/draft Agreement as mentioned in Annexure-6. However, the Company reserves the right to alter/vary/amend/modify all or any of the terms set out in the said Performa/draft Agreement.

#### *Enclosures:*

- Annexure-1 (Eligibility Criteria for Bidders)*
- Annexure-2 (Technical Compliance)*
- Annexure-3 (Commercial Bid Performa)*
- Annexure-4 (Deviations Format)*
- Annexure-5 (Queries-Format)*
- Annexure-6(Agreement Draft)*
- Annexure-7 (NDA Format)*
- Annexure-8 (Integrity Pact)*
- Annexure-9 (Special Instructions to Bidders for E-Tendering)*
- Annexure-10(Format of bid security declaration from Bidders)*
- Annexure-11 (Undertaking for being the OEM of the offered product)*
- Annexure-12 (Non Blacklisting Undertaking)*
- Annexure-13 (List of Documents submitted)*
- Annexure-14 (Special Instructions to Bidders for Reverse Auction)*





## ANNEXURE-1: ELIGIBILITY CRITERIA

### 1.0) Bidders Profile

SN	Particulars	Details
1	Name of the Company	
2	Address of Corporate Office	
	Telephone No	
	E-mail Address	
	Website	
	Contact Person Details	
3	PAN number	
4	GST Registration Number	

### 2.0) Eligibility Criteria for Bidders

Criterion	Documentary proof to be submitted	Bidder's Response and Documents Submitted
The Bidder should be as on the date of submission of this bid, a registered Legal Entity in India and should submit the GST Registration no or certification for the State where their respective registered office and/ or billing offices are situated	Bidder should submit Company Profile along with copy of the Certificate of Incorporation, Copies of valid certificates for GST, Copy of PAN attested by authorized signatory of the company. The Annexure should be signed by official authorized by the company by way of Board Resolution/Power of Attorney	
The bidder should have positive net worth in the last audited financial year	Certificate from a Chartered Accountant Certificate clearly stating the net worth for each Financial Year	
The bidder must be OEM of the FIP and FIU module as on date of this RFP	Self Declaration with Solution Demonstration	
The proposed FIP and FIU Solution	Client details with Documentary	



should have been successfully implemented / under implementation by TSP in at least one Insurance Company/Scheduled Commercial Bank/ Financial Institution or Organization/Central or State Govt. department (As on RFP date)	evidence in the form of past Purchase Order / Work Order	
Bidder must have minimum 3 clients as on date of RFP for its TSP services for FIP/FIU solution	Client details with documentary evidence in the form of past Purchase Order/Work Order	
Bidders should not have been blacklisted or terminated by Government/ Public Sector organization / any Insurance Co./any regulatory body etc., IRDA/IBA/ RBI/ TRAI/ DOT, or regulator of any other country during the last 5 years for deficiency in service or for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices, at any point. If a Bidder chooses not to disclose any such issues, and the same comes to NIA notice at a later date, NIA will be free to revoke any contract entered with the Bidder and invoke Bank Guarantee at its discretion.	Annexure 12	
Bidder should be listed on <b>SAHAMATI as Technology Service Provider (TSP)</b>	Listed on Sahamati Portal <a href="https://sahamati.org.in/tsp/fip-fiu-tsp/">https://sahamati.org.in/tsp/fip-fiu-tsp/</a>	
As per Central Vigilance Commission (CVC) directives, it is required that Bidders observe the highest standard of ethics during the execution of such contracts in pursuance of this policy.  Further, all Bidders to submit an “integrity pact” as per Appendix 8 on non-judicial stamp paper of requisite value	Integrity Pact as per Annexure 8 on non-judicial stamp paper	
Proposed FIP and FIU Solution is plug-and-play into the Account Aggregator Platform, Lowcode integration, REST API , ReBIT and RBI Guidelines Compliant with Ready Made	Self Declaration on bidder’s letterhead	



Dashboards		
Bidder should provide an undertaking for providing adequate data and information security	Self-declaration on bidder's letterhead	

NIA will shortlist top 5 eligible service providers for technical and commercial evaluation based on the No of active Clients (Live/Under Implementation) in India of the Technology Service provider for FIP/FIU Modules based on the Client details submitted with Documentary evidence in the form of past Purchase Order / Work Order.

SI No .	Name of Client (Live / Under Implementation)	Date of Purchase Order & Client Status (Live/ Under Implementation)	Modules Implemented/ Subscribed (FIP/FIU)	SaaS / OnPrem ise/ Hybrid/ Cloud	Copy of PO Submitted (Yes/No)	If SaaS (Dedicated on Multi-Tenant Cloud Instance)	No of AA Integrated	Count of Data Fetch by Client in Oct 2022.

**Note:**

- Bidder response should be complete with all relevant documents attached.
- Documentary proof, sealed and signed by authorized signatory, must be submitted
- Details of clients and relevant contact details are mandatory. Bidders may take necessary approval of the clients in advance before submission of related information. NIA will not make any separate request for submission of such information.
- NIA may contact the Bidder referenced customer for verifications of facts and hence Bidder should ensure that their customers are intimated in advance. In case NIA wishes to visit such customers, the Bidder has to take necessary approvals and arrange the meeting. NIA



The New India Assurance Co. Ltd, HO, Mumbai  
दिन्यूइंडियाएशुरेन्सकंपनीलिमिटेड, प्र.का, मुंबई.

- will not make any separate request to the Bidder's customers for this purpose.*
- e) *Proposal of the Bidders may be rejected in case of incomplete/false information or non-submission of documentary proof.*

NIAACL



## ANNEXURE - 2: TECHNICAL COMPLIANCE

SI No	Descriptions/Specifications	Compliance (Yes/No)
1.	The proposed solution should be an on-premise Solution.	
2.	The proposed solution should be with low code integration, REST API and Readymade Dashboard.	
3.	The proposed solution should provide comprehensive platform for AA integration as FIU& FIP both, execution and monitoring	
4.	RBI master Directions on AA and ReBIT Specifications Compliant	
5.	The proposed solution should have facility to test APIs directly from the web console	
6.	The solution should support for inbound messages and outbound message	
7.	In order to communicate with NIA legacy and PortalApplication with Web Service/ Http Integration	
8.	The solution should be secured compliant to industry security standard and scalable	
9.	The solution should have the facility to create custom fields in order to capture additional information about an API application	
10.	The solution should support API throttling, quota and rate limiting , API traffic prioritization	
11.	The proposed solution should include a rich set of metrics/ dashboards for API traffic monitoring	
12.	The solution should provide filtering facilities for sensitive/confidential data and take actions accordingly	



13.	The solution should support End user notifications over email/SMS/etc.	
14.	The solution should provide configuration which require no coding of any kind	
15.	The solution should support system level monitoring/alerting/auditing/logging	
16.	The solution should be capable of handling DoS (Denial of Service) attack, SQL injection and payload size restriction for JSON/XML and OWASP Top 10 threats.	
17.	Solution have undergone VA/PT and Information Security Audit.	
18.	The proposed solution should be able to track/monitor API performance as a whole and at each layer/operation separately	
19.	The proposed solution should have facility for a centralized/comprehensive portal that allows enterprises to engage, onboard, educate, and manage internal or external developers, publish APIs for consumption by end users and provide insights into API usage/performance	
20.	The solution should support alert notification over SNMP, email and HTTP Post	
21.	The solution should support generating reports like API throughput report, utilization report, and usage report against assigned quota	
22.	The solution should have the facility to integrate with an existing enterprise reporting system	
23.	The proposed solution should help in building custom-build reports like API usage trend reports, most used APIs, latency report	
24.	The proposed solution should support caching for certain API requests to decrease the load on backend server	
25.	The proposed solution should be able to handle time based user consents.	
26.	Bidder Submission on the Scope of Work in the RFP.	

POS/POC of proposed solution needs to be conducted by the shortlisted bidders by



demonstrating the proposed solution. It will be bidder's responsibility to successfully complete the POC with the proposed solution. The POC needs to be conducted in NIA's/Bidder premises, as decided by NIA. NIA will inform the bidder in advance about the place where the POC would be conducted. NIA reserves the right to decide on the POC requirement, scope and the scale of POC, duration of POC and in this regard the decision of NIA will be final

NIA/AA/CL





**ANNEXURE-3: COMMERCIAL BID**

Sl no	Description of Requirement	Per unit Cost (in Rs.)	Indicative Units for one year ( Only for TCO Purpose)	Total Costfor Data Fetch. Forone year	Total Cost (Exclusive of Taxes) (Rs.)
1	Certification Fees			NA	
2	Implementation and Integration Cost FIU Module *		All AA	NA	
3	Implementation and Integration Cost FIP Module*		All AA	NA	
4	FIU charges per data fetch (25,000 Transactions per Month)**		300000 (12x25000)		
5	FIP charges per data fetch( 25,000 Transactions per Month)**		300000 (12x25000)		
6	Other Charges ( if any)		1	NA	
	Total Cost				
	Total Cost in Words				

\* Integration to include all the AA in the ecosystem

\*\* NIA estimates, for the purpose of TCO only, to transact minimum 25,000 FIU and 25,000 FIP data fetch per month as a baseline to enable the bidder to design, build, deliver and support the proposed solution. NIA will not guarantee any minimum compensation will be paid to the bidder or any minimum usage of the bidder's services and the same will be paid on actual consumption basis

**Note:**

1. All the costs mentioned above (1 to 6) must be quoted in Indian Rupees and exclusive of GST.



2. TCO must be quoted in Indian Rupees and in WORDS AND FIGURES exclusive of taxes and it is valid for three years. In case of any discrepancy, TCO quoted in words will be considered.
3. Payment will be made as per the payment terms mentioned in this RFP.
4. Prices quoted by the bidder are exclusive of all applicable Taxes
5. NIA will not pay any additional charges other than those mentioned above whatsoever the case may be.
6. No Minimum Guaranteed: NIA anticipates that the selected bidder will provide services of FIP and FIU modules as requested by NIA. NIA will not guarantee any minimum compensation will be paid to the bidder or any minimum usage of the bidder's services.
7. Payment for the FIU Charges (Item 4) / FIP Charges (Item 5) Data Fetch: Transaction charges for the actual consumption payable monthly in arrears.
8. If the cost for any line item is indicated as zero then it will be assumed by NIA that the said item is provided to NIA without any cost.
9. The signoff will be after successful onboarding of NIA on Account Aggregator ecosystem. It is the responsibility of Bidder to implement/configure integrations during the contract period without any additional cost.
10. The rate is valid for 4 years from the date of go-live of project. The price quoted should be all inclusive of Cost of delivery of software as a service, implementation/commissioning, Integration, Maintenance of deliverables, infrastructure charges etc



**ANNEXURE-4: DEVIATIONS-FORMAT**

Sr. No	Bidder Name	Page No(tender Ref)	Clause(tender Ref)	Description in the tender (tender Ref)	Deviation Details	Reasons for deviation
1						
2						

Note: NIA reserves the right to accept/ reject any or all of the deviations shown by the Bidder



**ANNEXURE-5: QUERIES-FORMAT**

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

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



## ANNEXURE-6: AGREEMENT DRAFT

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

This agreement made on this \_\_\_\_\_ day of \_\_\_\_\_ between \_\_\_\_\_ hereinafter called the "BIDDER" and THE NEW INDIA ASSURANCE CO. LTD., hereinafter called "THE COMPANY" sets forth the terms and conditions for the Request for Proposal for Selection of Technical Service Provider (TSP) for onboarding NIA as Financial Information User and Financial Information Provider on Account Aggregator platform (TENDER NO: [NIA/HO-IT/NI/AA/2022/01](#))”

### **1.0) PRICE**

1.1) As mentioned in this RFP document (TENDER NO: [NIA/HO-IT/NI/AA/2022/01](#))

### **2.0) PERFORMANCE BANK GUARANTEE:**

As mentioned in this RFP document (TENDER NO: [NIA/HO-IT/NI/AA/2022/01](#))

### **3.0) PROJECT SCHEDULE**

As mentioned in this RFP document (TENDER NO: [NIA/HO-IT/NI/AA/2022/01](#))

### **4.0) SCOPE OF WORK (SOW)**

As mentioned in this RFP document (TENDER NO: [NIA/HO-IT/NI/AA/2022/01](#)).

### **5.0) WARRANTY AND ANNUAL MAINTENANCE CONTRACT**

As mentioned in this RFP document (TENDER NO: [NIA/HO-IT/NI/AA/2022/01](#))

### **6.0) SERVICE LEVEL AGREEMENT**

As mentioned in this RFP document (TENDER NO: [NIA/HO-IT/NI/AA/2022/01](#)).

### **8.0) PAYMENT TERMS:**

As mentioned in this RFP document (TENDER NO: [NIA/HO-IT/NI/AA/2022/01](#)).

### **9.0) GENERAL TERMS**

As mentioned in this RFP document (TENDER NO: [NIA/HO-IT/NI/AA/2022/01](#))

### **10.0) ROYALTIES AND PATENTS**

As mentioned in this RFP document (TENDER NO: [NIA/HO-IT/NI/AA/2022/01](#)).



**11.0) RISK AND TITLE**

The risk, title and ownership of the products shall be transferred to the customer upon dispatch of such products to the customer.

**12.0) SAVINGS CLAUSE**

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

**13.0) PASS THROUGH WARRANTY**

The Bidder shall "pass-through" any and all warranties and indemnities received from the manufacturer or licensor of the products and, to the extent, granted by such manufacturer or licensor, the customer shall be the beneficiary of such manufacturer's or licensor's warranties and indemnities.

**14.0) LIMITATION OF LIABILITY & INDEMNITY**

The Bidder represents and warrants that the repair and maintenance of services/products hereby sold do not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or other entity. The Bidder agrees that it will and hereby does, indemnify the company from any claim, directly resulting from or arising out of any breach or claimed breach of this warranty. Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, the maximum aggregate liability of Bidder for all claims under or in relation to this Agreement, shall be, regardless of the form of claim(s), shall be limited to 100% contract value. Neither party shall be liable to the other for any special, indirect, incidental, consequential (including loss of profit or revenue), exemplary or punitive damages whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages.

**15.0) SITE/FUNCTIONALITY NOT READY**

NIA agrees that the Bidder shall not be in any manner be liable for any delay arising out of NIA's failure to make the site/functionality ready within the stipulated period, including but not limited to levy of liquidated damages for any delay in performance of services under the terms of this Agreement.

**16.0) DEEMED ACCEPTANCE**





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

#### **17.0) NON-HIRE**

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

#### **18.0) JURISDICTION & ARBITRATION**

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

#### **19.0) FORCE MAJEURE**

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

#### **20.0) CONFIDENTIALITY**



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

## 21.0) TERMINATION

Either party shall have the right to terminate this contract / agreement at any time by giving advance notice (3 months if NIA terminates from their end, and 6 months if Bidder terminates from their end) in the event that the other party commits a material breach of the agreement and fails to make good such default to the non-defaulting party's reasonable satisfaction within thirty (30) days. In the event of termination NIA shall pay supplier / Bidder for goods delivered and services rendered till the date of termination.

IN WITNESS WHEREOF THE PARTIES HERE TO have set and subscribed their respective hands and seals the day and year herein above mentioned

a) SIGNED SEALED & DELIVERED BY THE  
THE WITHIN NAMED INSURANCE COMPANY

b) SIGNED SEALED & DELIVERED BY  
WITHIN NAMED (BIDDER)

**Deputy General Manager/Chief Manager**

\_\_\_\_\_  
In the presence of

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

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

\_\_\_\_\_  
In the presence of

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

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



## ANNEXURE-7: NDA FORMAT

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

This confidentiality and non-disclosure agreement is made on the.....day of....., 20.... BETWEEN (Bidder), (hereinafter to be referred to as "-----") which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns a company incorporated under the Companies Act, 1956 and having its principal office at .....(address).

AND THE NEW INDIA ASSURANCE COMPANY LIMITED (hereinafter to be called "NIA") which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns having its Registered Office at ..... (address) on the following terms and conditions:

WHEREAS, in the course of the business relationship between the aforesaid parties, both the parties acknowledge that either party may have access to or have disclosed any information, which is of a confidential nature, through any mode and recognize that there is a need to disclose to one another such confidential information, of each party to be used only for the Business Purpose and to protect such confidential information from unauthorized use and disclosure;

NOW THEREFORE, in consideration of the mutual promises contained herein, the adequacy and sufficiency of which consideration is hereby acknowledged and agreed, the parties hereby agree as follows: —

This Agreement shall apply to all confidential and proprietary information disclosed by one party to the other party, including information included in the caption 'Definitions' of this Agreement and other information which the disclosing party identifies in writing or otherwise as confidential before or within thirty days after disclosure to the receiving party ("Confidential Information"). Information may be in any form or medium, tangible or intangible, and may be communicated/disclosed in writing, orally, electronically or through visual observation or by any other means to one party (the receiving party) by the other party (the disclosing party) provided any information which has been disclosed in an intangible form shall reduce to writing within fifteen (15) business days for such information to be deemed as Confidential Information

### **1) DEFINITIONS**

- a) CONFIDENTIAL INFORMATION means all the information of the Disclosing Party which is disclosed to the Receiving party pursuant to the business arrangement whether oral or written or through visual observation or in electronic mode and shall include but is not limited to trade secrets, know-how, inventions, techniques, processes, plans, algorithms, software programs, source code, semiconductor designs, schematic designs, business methods, customer lists,



contacts, financial information, sales and marketing plans techniques, schematics, designs, contracts, financial information, sales and marketing plans, business plans, clients, client data, business affairs, operations, strategies, inventions, methodologies, technologies, employees, subcontractors, the contents of any and all agreements, subscription lists, customer lists, photo files, advertising materials, contract quotations, charity contracts, documents, passwords, codes, computer programs, tapes, books, records, files and tax returns, data, statistics, facts, figures, numbers, records, professionals employed, correspondence carried out with and received from professionals such as Advocates, Solicitors, Barristers, Attorneys, Chartered Accountants, Company Secretaries, Doctors, Auditors, Surveyors, Loss Assessors, Investigators, Forensic experts, Scientists, Opinions, Reports, all matters coming within the purview of Privileged Communications as contemplated under Indian Evidence Act, 1872, legal notices sent and received, Claim files, Insurance policies, their rates, advantages, terms, conditions, exclusions, charges, correspondence from and with clients/ customers or their representatives,, Proposal Forms, Claim-forms, Complaints, Suits, testimonies, matters related to any enquiry, claim-notes, defences taken before a Court of Law, Judicial For a, Quasi-judicial bodies, or any Authority, Commission, pricing, service proposals, methods of operations, procedures, products and/ or services and business information of the Disclosing Party. The above definition of Confidential Information applies to both parties equally; however, in addition, without limitation, where the Disclosing Party is NIA, no information that is exempted from disclosure under section 8 or any other provision of Right to Information Act, 2005 shall at any time be disclosed by the Receiving Party to any third party.

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

## 2) COVENANT NOT TO DISCLOSE

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

In this regard, the agreement entered into between the Receiving Party and any such person/s shall be forwarded to the Disclosing Party promptly thereafter. Prior to



disclosing any Confidential Information to such person/s, the Receiving Party shall inform them of the confidential nature of the information and their obligation to refrain from disclosure of the Confidential Information. The Receiving party shall use at least the same degree of care in safeguarding the Confidential Information as it uses or would use in safeguarding its own Confidential Information and shall take all steps necessary to protect the Confidential Information from any unauthorized or inadvertent use. In no event, shall the Receiving Party take all reasonable measures that are lesser than the measures it uses for its own information of similar type. The Receiving Party and its Representatives will immediately notify the Disclosing Party of any use or disclosure of the Confidential Information that is not authorized by this Agreement. In particular, the Receiving Party will immediately give notice in writing to the Disclosing Party of any unauthorized use or disclosure of the Confidential Information and agrees to assist the Disclosing Party in remedying such unauthorized use or disclosure of the Confidential Information. The Receiving Party and its Representatives shall not disclose to any person including, without limitation any corporation, sovereign, partnership, company, Association of Persons, entity or individual

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

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

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





### **3) RETURN OF THE MATERIALS**

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

### **4) OWNERSHIP OF CONFIDENTIAL INFORMATION**

The Disclosing Party shall be deemed the owner of all Confidential Information disclosed by it or its CSAs to the Receiving Party hereunder, including without limitation all patents, copyright, trademark, service mark, trade secret and other proprietary rights and interests therein, and Receiving Party acknowledges and agrees that nothing contained in this Agreement shall be construed as granting any rights to the Receiving Party, by license or otherwise in or to any Confidential Information. Confidential Information is provided "as is" with all faults. By disclosing Information or executing this Agreement, the disclosing party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right.

In no event, shall the Disclosing Party be liable for the accuracy or completeness of the Confidential Information. THE DISCLOSING PARTY DISCLAIMS ALL WARRANTIES REGARDING THE INFORMATION, INCLUDING ALL WARRANTIES WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AND ALL WARRANTIES AS TO THE ACCURACY OR UTILITY OF SUCH INFORMATION. Execution of this Agreement and the disclosure of Information pursuant to this Agreement does not constitute or imply any commitment, promise, or inducement by either party to make any purchase or sale, or to enter into any additional agreement of any kind.

### **5) REMEDIES FOR BREACH OF CONFIDENTIALITY**

1) The Receiving Party agrees and acknowledges that Confidential Information is owned solely by the disclosing party (or its licensors) and that any unauthorized disclosure of any Confidential Information prohibited herein or any breach of the provisions herein may result in an irreparable harm and significant injury and damage to the Disclosing Party which may be difficult to ascertain and not be adequately compensable in terms of monetary damages. The Disclosing Party will have no adequate remedy at law thereof, and that the Disclosing Party may, in addition to all other remedies available to it at law or in equity, be entitled to obtain timely preliminary, temporary or permanent mandatory or restraining injunctions, orders or decrees as may be necessary to protect the Disclosing Party against, or on account of, any breach by the Receiving Party of the provisions contained herein, and the Receiving Party agrees to reimburse the reasonable legal fees and other costs incurred





by Disclosing Party in enforcing the provisions of this Agreement apart from paying damages with interest at the market rate prevalent on the date of breach to the Disclosing Party.

- 2) The Receiving Party agrees and acknowledges that any disclosure, misappropriation, conversion or dishonest use of the said Confidential Information shall, in addition to the remedies mentioned above, make the Receiving Party criminally liable for Breach of Trust under section 405 of the Indian Penal Code.

#### 6) **TERM**

This Agreement shall be effective on the first date written above and shall continue in full force and effect for the term of the assignment and for a period of two years thereafter. This Agreement shall however apply to Confidential Information disclosed by the Disclosing Party to the Receiving Party prior to, as well as after the effective date hereof. The Receiving Party acknowledges and agrees that the termination of any agreement and relationship with the Disclosing Party shall not in any way affect the obligations of the Receiving Party in not disclosing of Confidential Information of the Disclosing Party set forth herein. The obligation of non-disclosure of Confidential Information shall bind both parties, and also their successors, nominees and assignees for the term of the assignment and for a period of two years thereafter.

#### 7) **GOVERNING LAW & JURISDICTION**

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

#### 8) **ENTIRE AGREEMENT**

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

#### 9) **WAIVER**

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



## 10) SEVERABILITY

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

## 11) NOTICES

Any notice provided for or permitted under this Agreement will be treated as having been given when (a) delivered personally, or (b) sent by confirmed telecopy, or (c) sent by commercial overnight courier with written verification of receipt, or (d) mailed postage prepaid by certified or registered mail, return receipt requested, or (e) by electronic mail, to the party to be notified, at the address set forth below or at such other place of which the other party has been notified in accordance with the provisions of this clause. Such notice will be treated as having been received upon actual receipt or five days after posting. Provided always that notices to NIA shall be served on the Information Technology Department of the Company's Head Office at Mumbai and a CC thereof be earmarked to the concerned Branch, Divisional or Regional Office as the case may be by RPAD & email.

IN WITNESS, WHEREOF THE PARTIES HERE TO have set and subscribed their respective hands and seals the day and year herein above mentioned.

a) SIGNED SEALED & DELIVERED BY THE  
WITHIN NAMED INSURANCE COMPANY

b) SIGNED SEALED & DELIVERED  
WITHIN NAMED (BIDDER)

**Deputy General Manager/Chief Manager**

\_\_\_\_\_

\_\_\_\_\_

In the presence of

In the presence of

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

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

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

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



## ANNEXURE-8: INTEGRITY PACT

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

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

### **Preamble**

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

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

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

- 1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
  - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c) The Principal will exclude from the process all known prejudiced persons.
- 2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

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



- i) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- ii) The Bidder(s)/ Contractor (s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- iii) The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- iv) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the CSAs/ representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/ Contractor(s). Further, as mentioned in the Guidelines all the Payments made to the Indian CSA/ representative have to be in Indian Rupees only. The "Guidelines on Indian Agents of Foreign Suppliers" is placed at page nos. 6-7.
- v) The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to CSAs or any other intermediaries in connection with the award of the contract.
- vi) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

The "Guidelines on Banning of business dealings" is placed at Page nos. 8-15.



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

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

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

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

- 1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public-Sector Enterprise in India that could justify his exclusion from the tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

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

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

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

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

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

- 1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and



to what extent the parties comply with the obligations under this agreement.

- 2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the Chairman cum Managing Director, New India.
- 3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor (s)/ Subcontractor(s) with confidentiality.
- 4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 6) The Monitor will submit a written report to the Chairman cum Managing Director (CMD) of NIA within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 7) If the Monitor has reported to the CMD, NIA, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the CMD, NIA has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 8) The word 'Monitor' would include both singular and plural.

#### **Section 9 - Pact Duration**

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

If any claim is made / lodged during this time, the same shall be binding and continue





to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by CMD of NIA.

### Section 10 - Other provisions

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

(For & On behalf of the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1:  
(Name & Address)

Witness 2:  
(Name & Address)



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

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

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

- 1.1) There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with NIA shall apply for registration in the prescribed Application - Form.
- 1.2) Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the principal to the agent before the placement of order by NIA.
- 1.3) Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian Representative is working on the basis of salary or as retainer, a written document to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

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

- 2.1) Tenderers of Foreign nationality shall furnish the following details in their offer:
  - 2.1.1) The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.
  - 2.1.2) The amount of Commission/Remuneration included in the quoted price(s) for such agents/representatives in India.
  - 2.1.3) Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/representatives in India, may be paid by NIA in Indian Rupees only.
- 2.2) Tenderers of Indian Nationality shall furnish the following details in their offers:
  - 2.2.1) The name and address of the foreign principals indicating their nationality as well as their status, i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response



to tender either directly or through the agents/representatives.

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

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

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

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

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## GUIDELINES ON BANNING OF BUSINESS DEALING

### CONTENTS

Sl.no	
1.	<b>Introduction</b>
2.	<b>Scope</b>
3.	<b>Definitions</b>
4.	<b>Initiation of Banning / Suspension</b>
5.	<b>Suspension of Business Dealings</b>
6.	<b>Ground on which Banning of Business Dealing can be initiated</b>
7.	<b>Banning of Business Dealings</b>
8.	<b>Removal from List of Approved Agencies-Suppliers/ Contractors etc.</b>
9.	<b>Show-cause Notice</b>
10.	<b>Appeal against the Decision of the Competent Authority</b>
11.	<b>Review of the Decision by the Competent Authority</b>
12.	<b>Circulation of the names of Agencies with whom Business Dealings have been banned</b>

#### 1) Introduction

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



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

## 2) Scope

- 2.1) NIA reserves its rights to remove any such Agency from its list of approved suppliers / contractors or to ban business dealings if it is found to have committed misconduct and also to suspend business dealings pending investigation. Such stipulation should be incorporated in every Sale/Purchase/Work Order.
- 2.2) Similarly, in case of sale of material, NIA reserves its rights to remove any such Agencies / customers / buyers from the approved list, who indulge in lifting of material in unauthorized manner. Such stipulation should be incorporated in every Sale/Purchase/Work Order.
- 2.3) However, absence of such a clause does not in any way restrict the right of Company (NIA) to take action / decision under these guidelines in appropriate cases.
- 2.4) procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.
- 2.5) These guidelines apply to the entire Liaison and other offices of NIA located in India, but not to any branch, representative, subsidiary or other offices of NIA outside India.
- 2.6) It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor / inadequate performance or for any other reason.
- 2.7) The banning shall be with prospective effect, i.e., future business dealings.

## 3) Definitions

In these Guidelines, unless the context otherwise requires:

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



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

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

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

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





- 5.1) If the conduct of any Agency dealing with NIA is under investigation by any department, the CMD NIA may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the CMD NIA, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.
- 5.2) The order of suspension shall be communicated to all Departmental Heads within NIA. During the period of suspension, no business dealing may be held with the Agency.
- 5.3) As far as possible, the existing contract(s) with the Agency may continue unless the CMD NIA, having regard to the circumstances of the case, decides otherwise.
- 5.4) If the gravity of the misconduct under investigation is very serious and it would not be in the interest of NIA as a whole, to deal with such an Agency pending investigation, the concerned General Manager may send his recommendation to CMD NIA along with the material available. If CMD NIA considers that depending upon the gravity of the misconduct, it would not be desirable for NIA and all
- 5.5) its offices and Subsidiaries to have any dealings with the Agency concerned, an order suspending business dealings may be issued to all the offices of NIA, including Branch, Liaison and Representative offices by the CMD NIA, a copy of which may be endorsed to the Agency concerned. Such an order would operate for a period of six months from the date of issue. Suitable advisories may also be issued to Subsidiaries of NIA.
- 5.6) For suspension of business dealings with Foreign Agencies/Contractors/Bidders etc.(hereinafter referred to as Agency), following shall be the procedure :-
  - i) Suspension of the foreign agency (ies) shall apply throughout the Company. Subsidiaries / liaison offices would be suitably advised.
  - ii) Based on the complaint forwarded by General Manager of the



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

1. GM Finance,
2. GM O.S.D. - Convener of the Committee
3. GM I.T.M.G.
4. GM (Any Other)

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

- 5.7) If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.
- 5.8) It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months' time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

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

- 6.1) If the security consideration, including questions of loyalty of the Agency to the State, so warrants;
- 6.2) If the Director/ Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public-sector enterprises or NIA, Re during the last five years;
- 6.3) If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc.;
- 6.4) If the Agency continuously refuses to return / refund the dues of NIA without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;
- 6.5) If the Agency employs a public servant dismissed / removed or employs a



person convicted for an offence involving corruption or abetment of such offence;

- 6.6) If business dealings with the Agency have been banned by the Govt. or any other public-sector enterprise;
- 6.7) If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts and/or fudging/forging/tampering of documents;
- 6.8) If the Agency uses intimidation / threatening or brings undue outside pressure on the Company (NIA) or its official in acceptance / performances of the job under the contract;
- 6.9) If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
- 6.10) Willful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by Company (NIA) or not;
- 6.11) Based on the findings of the investigation report of CBI / Police against the Agency for malafide / unlawful acts or improper conduct on his part in matters relating to the Company (NIA) or even otherwise;
- 6.12) Established litigant nature of the Agency to derive undue benefit;
- 6.13) Continued poor performance of the Agency in several contracts;
- 6.14) If the Agency misuses the premises or facilities of the Company (NIA), forcefully occupies, tampers or damages the Company's properties including land, water resources, forests / trees, etc.

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

## 7) Banning of Business Dealings

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



7.2) If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 9.1 and an enquiry held accordingly.

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

- i) Banning of the agencies shall apply throughout the Company. Subsidiaries shall be suitably advised.
- ii) Based on the complaint forwarded by the head of the concerned department or received directly by CVO, an investigation shall be carried out by Vigilance department. After investigation depending upon the gravity of the misconduct, Vigilance department may send their report to CMD NIA who may place it before the standing Committee (as specified in 5.5 (ii) above) The Committee shall examine the report and give its comments / recommendations within 21 days of receipt of the reference to the CMD NIA.
- iii) If the committee opines that it is a fit case for initiating banning action, the CMD NIA will direct the G.M concerned to issue show-cause notice to the agency for replying within a reasonable period.
- iv) On receipt of the reply or on expiry of the stipulated period, the case shall be submitted by G.M concerned to the Committee specified in 7.3(ii) above for consideration and recommendation to the CMD NIA for decision.
- v) The decision of the CMD, NIA shall be communicated to the agency by the concerned Head of Department.

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

- 8.1) If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.
- 8.2) The effect of such an order /issuance of such Show-Cause Notice would be that the Agency would not be disqualified from competing in Open Tender Enquiries but Limited Tender Enquiry may not be given to the Agency concerned.
- 8.3) Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

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

- 9.1) In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or mis-behavior may be appended to



the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defence.

- 9.2) If the Agency requests for inspection of any relevant document in possession of NIA, necessary facility for inspection of documents may be provided.
- 9.3) The Competent Authority may consider and pass an appropriate speaking order:
  - a) For exonerating the Agency if the charges are not established;
  - b) For removing the Agency from the list of approved Suppliers / Contactors, etc.
  - c) For banning the business dealing with the Agency.
- 9.4) If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

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

- 10.1) The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.
- 10.2) Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

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

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

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

- 12.1) Depending upon the gravity of misconduct established, the Competent Authority of the Corporate Office may circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public-Sector Enterprises, etc. for such action as they deem appropriate.
- 12.2) If Government Departments or a Public-Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.



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

NIA/AA/CL





## ANNEXURE-9: SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING

- 1) Tender document with detailed terms and conditions is available on our Website <https://newindia.eproc.in>. 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://newindia.eproc.in>.
- 2) As a pre-requisite for participation in the tender, vendors are required to obtain a valid Digital Certificate of Class IIB (with both signing and encryption component) and above as per Indian IT Act from the licensed Certifying Authorities (For ex. 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 <https://newindia.eproc.in>. 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://newindia.eproc.in>) 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	<b>For e-Tendering Support</b>	<b>Antares Systems Limited.</b>	Phone: +91-80-4048-2000 (20 lines) +91-9731468511
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The New India Assurance Co. Ltd, HO, Mumbai  
दिन्यूइंडियाएशुरेन्सकंपनीलिमिटेड, प्र.का, मुंबई.

2	For Tender Queries	Related	The New Assurance Co. Ltd	India	022-22708460/281 <a href="mailto:rfpnw.itho@newindia.co.in">rfpnw.itho@newindia.co.in</a>
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## ANNEXURE-10: BID SECURITY DECLARATION

(To be submitted in the Bidder's letterhead)

[To be included in PART B - TECHNICAL BID (OFFLINE and ONLINE)]

To

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

Dear Sir/Madam,

**Re:** Request for Proposal for Selection of Technical Service Provider (TSP) for onboarding NIA as Financial Information User and Financial Information Provider on Account Aggregator platform (TENDER NO: [NIA/HO-IT/NI/AA/2022/01](#))

I/We \_\_\_\_\_ (Bidder name), understand that, according to aforementioned RFP Terms & Conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that, I/We will be suspended from participation in any future contract/tender with you for 5 years including Tender No. [NIA/HO-IT/NI/CB/2022/01](#) if

I/We

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

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



The New India Assurance Co. Ltd, HO, Mumbai  
दिन्यूइंडियाएशुरेन्सकंपनीलिमिटेड, प्र.का, मुंबई.

Date: For \_\_\_\_\_  
\_\_\_\_\_

Signature

Name \_\_\_\_\_

Authorized Signatories  
(Name & Designation, seal of the firm)

NIAACL



**ANNEXURE 11: UNDERTAKING FOR HAVING PROPRIETARY RIGHTS OF THE OFFERED PRODUCT**

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

Sir,

**Reg.:** Request for Proposal for Selection of Technical Service Provider (TSP) for onboarding NIA as Financial Information User and Financial Information Provider on Account Aggregator platform (TENDER NO: [NIA/HO-IT/NI/AA/2022/01](#)).

We hereby submit the following:-

1. We, M/s \_\_\_\_\_ are the direct solution provider being offered to The New India Assurance Company Ltd through this RFP, and we have the IP (Intellectual property) rights of the offered solution.
2. We agree to provide services as per the scope of work and technical specifications of this RFP.
3. With reference to the all components/ parts/ assemble/ software used inside the company products/ Hardware being quoted by us vide your tender cited above, we hereby undertake that all the components / parts / assembly used inside the company products/ Hardware shall be original new components / parts / assembly / software only, from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts / assembly are being used or shall be used.
4. In case of default/ unable to comply with above at the time of delivery or during installation, for the hardware / software already billed, we agree to take back the supplied items without demur, if already supplied and return the money if any paid to us by you in this regard. We also take full responsibility of both Parts & Service SLA as per the content.
5. We hereby further undertake to supply the only new components and no refurbished or recycled components will be supplied.

**Date:**

**Place:**

**Yours faithfully**

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company**





**ANNEXURE-12: NON-BLACKLISTING UNDERTAKING**

**Tender Ref: NIA/HO-ABCD/NI/CC/2021/01**

We, M/s \_\_\_\_\_, participating in the bid, confirm that we have not been disqualified/blacklisted/de-panelled and the product quoted is not disqualified/blacklisted/de-panelled by any Central/State Government Department/Public Sector Banks/Financial Institutions in India including NIA during the last five years starting from January, 2017 till last date of submission of this tender.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

**Signature of the Company Secretary**

**Signature**

**Name:**

**Designation:**

**Name & Address of the company:**

**Seal of the Company**



**ANNEXURE 13: LIST OF DOCUMENTS SUBMITTED**

Bidder should submit in following format, file name of documents that they are submitting online for Part A and Part B under Section II of this RFP

Sr. No.	Document Name (asked in Part A and Part B of Section II of this RFP)	File(s) Name which is uploaded online



**ANNEXURE 14: SPECIAL INSTRUCTIONS TO BIDDERS FOR REVERSE AUCTION**

<b>BUYER'S NAME</b>	The New India Assurance Co. Ltd. New India Assurance Building, IT Department, Ground Floor, 87, M.G. Road, Fort, Mumbai-400001
<b>AUCTION TO BE CONDUCTED BY SERVICE PROVIDER</b>	Antares Systems Limited. #24, Sudha Complex, 3rd Stage, 4th Block, Basaveshwara Nagar, Bangalore - 560 079, India Phone: +91-80-4048-2000 (20 lines) +91-9731468511 Fax: +91-80-4048-2114
<b>DATE &amp; TIME OF AUCTION</b>	Auction website: <a href="https://www.tenderwizard.in/NIAEPROC">https://www.tenderwizard.in/NIAEPROC</a>  Reverse Auction Date: To be announced.  Reverse Auction Time: To be announced.
<b>DOCUMENTS TO BE SHARED WITH TECHNICALLY QUALIFIED BIDDERS</b>	1) Business rules for reverse auction - General Terms & conditions of reverse auction - Finalization of the Procurement 2) Details of Items 3) Process Compliance Statement 4) Final Quoted Price Confirmation 5) Contact Information