

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	19-12-2023 16:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	19-12-2023 16:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Finance
Department Name/विभाग का नाम	Department Of Financial Services
Organisation Name/संगठन का नाम	New India Assurance Company Limited (niacl)
Office Name/कार्यालय का नाम	Headoffice
Item Category/मद केटेगरी	Custom Bid for Services - REQUEST FOR PROPOSAL RFP FOR THE ENGAGEMENT OF DIRECT TAX CONSULTANT
Contract Period/अनुबंध अवधि	2 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का व्यूतम औसत वार्षिक टर्नओवर (3 वर्षों का)	100 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्ष से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्ष से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No

Bid Details/बिड विवरण	
ITC available to buyer/क्रेता के लिए उपलब्ध आईटीसी	Yes
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमति समय	2 Days
Estimated Bid Value/अनुमानित बिड मूल्य	2500000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	HDFC Bank
EMD Amount/ईएमडी राशि	50000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	HDFC Bank
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	10.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	30

(a). **EMD EXEMPTION:** The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GEM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). **EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।**

Beneficiary/लाभार्थी :

CHIEF MANAGER
NEW INDIA ASSURANCE BLDG, 87, M.G. ROAD, FORT, MUMBAI - 400001
(The New India Assurance Company Limited)

Splitting/विभाजन

Bid splitting not applied./बोली विभाजन लागू नहीं किया गया

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
4. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :

Commercial proposal for selection as Consultant - [1701163133.xlsx](#)

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Introduction about the project /services being proposed for procurement using custom bid functionality:[1701166807.pdf](#)

Instruction To Bidder:[1701166814.pdf](#)

Pre Qualification Criteria (PQC) etc if any required:[1701166822.pdf](#)

Scope of Work:[1701166829.pdf](#)

Special Terms and Conditions (STC) of the Contract:[1701166837.pdf](#)

Service Level Agreement (SLA):[1701166843.pdf](#)

Payment Terms:[1701166851.pdf](#)

Penalties:[1701166861.pdf](#)

Project Experience and Qualifying Criteria Requirement:[1701166874.pdf](#)

Educational Qualification including Profile of SME/Consultants /Professional Resources /Technical Resources if they are part of Project .:[1701166880.pdf](#)

GEM Availability Report (GAR):[1701166889.pdf](#)

Any other Documents As per Specific Requirement of Buyer -1:[1701166902.pdf](#)

Any other Documents As per Specific Requirement of Buyer -2:<1701166909.pdf>

Buyers are requested to upload the format for price breakup of the lumpsum offering to be provided by the service provider (Please provide the format if financial upload required is selected as "Yes" while creating Bid):<1701166918.pdf>

This Bid is based on Quality & Cost Based Selection (QCBS) . The technical qualification parameters are :-

Parameter Name	Max Marks	Cutoff Marks	Qualification Methodology Document
Technical Parameters	100	70	View File

Total Minimum Qualifying Marks for Technical Score: 70

QCBS Weightage(Technical:Financial):70:30

Presentation Venue:NEW INDIA ASSURANCE BLDG., 87, M.G. ROAD, FORT, MUMBAI - 400001

Custom Bid For Services - REQUEST FOR PROPOSAL RFP FOR THE ENGAGEMENT OF DIRECT TAX CONSULTANT (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	REQUEST FOR PROPOSAL RFP FOR THE ENGAGEMENT OF DIRECT TAX CONSULTANT
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)/एडऑन	

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
18%	NA

Additional Specification Documents/अतिरिक्त विशिष्ट दस्तावेज़

Consignees/Reporting Officer/प्रेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Naman Gokhroo	400001, Newindia Assurance Building 87 M.G.Road Fort Mumbai	1	N/A

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Buyer Added Bid Specific Scope Of Work(SOW)

File Attachment [Click here to view the file.](#)

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जोम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस नियिदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---

REQUEST FOR PROPOSAL (RFP)
FOR THE ENGAGEMENT OF DIRECT TAX CONSULTANT

BID NO: GEM/2023/B/4251597



THE NEW INDIA ASSURANCE COMPANY LIMITED
HEAD OFFICE
CORPORATE FINANCE & ACCOUNTS DEPARTMENT (DIRECT TAX)
87, M.G. ROAD, FORT, MUMBAI- 400001

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1. BID DETAILS

RFP REFERENCE	Engagement of Direct Tax Consultant
PURPOSE	Request for Proposal for TDS/ TCS consolidation
NAME OF THE DEPARTMENT	Corporate Finance and Accounts Department (Direct Tax)
Date and Time of commencement of Bidding Process (i.e. Date of issue/ posting of tender document on web site)	Date: AS PER PUBLISHED DATE AND TIME
Last date and time for receipt of written queries for clarification from bidders	Date: AS PER PUBLISHED DATE AND TIME
Last date and time for uploading reply and corrigendum for queries	Date: AS PER PUBLISHED DATE AND TIME
Last date and time for submission of bidding documents including technical and financial bid	Date: AS PER PUBLISHED DATE AND TIME
Date and time for opening of technical bid	Date: AS PER PUBLISHED DATE AND TIME
PLACE OF OPENING OF TECHNICAL BID	The New India Assurance Company Limited 87, M.G. Road, Fort, Mumbai, Maharashtra-400001
EARNEST MONEY DEPOSIT	Rs. 50,000/- (Rupees Fifty Thousand only) by way of NEFT to HDFC Bank A/c of The New India Assurance Company Limited. NEFT amount should be received by the Company before the time and date specified above for submission of Technical bid.
Date of presentation	To be intimated to eligible bidders meeting the criteria as per Annexure A
Date and time for opening of Commercial Bid	To be intimated to eligible bidders meeting the criteria as per Annexure A
EMAIL ID	ho.taxation@newindia.co.in
Website	www.newindia.co.in www.gem.gov.in

Note:

1. The bid is not transferable.
2. The above dates are tentative and subject to change without prior notice or Intimation. Bidders should check website www.newindia.co.in for any changes/addendum to above dates and or any other change to this RFP.
3. If a holiday is declared on the date/s mentioned above, the Bids shall be received /opened on the next working day at the same time and venue specified unless communicated otherwise.
4. The Venue for opening of Bids is subject to change at the discretion of The New India Assurance Company Limited and any change of venue will be intimated to the bidders by way of corrigendum.
5. Only bidders who qualify in the technical bid will be called for pre-commercial bid presentation.

2. DISCLAIMER

The information contained in this Request for Proposal Document (RFP Document/Bid Document) or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of NIACL is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which information is provided.

This RFP Document is not an agreement and is not an offer or invitation by NIACL to any party/parties other than the applicants who are qualified to submit the bids ("Bidders"). The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP document does not claim to contain all the information each bidder may require. Each bidder should conduct its own independent investigation and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP document and wherever necessary obtain independent information.

NIACL and its employees make no representations or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP document. The information contained in this RFP document is selective and NIACL may in its absolute discretion, but without being under any obligation to do so, update, modify, amend or supplement the information in this RFP Document.

The NIACL also accepts no liability of any nature whether from negligence or otherwise, however arising from reliance of any bidder upon the statements contained in this RFP.

The issue of the RFP does not imply that the NIACL is bound to select a bidder or to appoint the selected bidder, as the case may be, for the project and the Company reserves the right to reject all or any of the bidder or bids without assigning any reason whatsoever and without being liable to any loss that bidder might suffer due to such reason.

The decision of NIACL shall be final, conclusive and binding on all parties/bidders directly or indirectly connected with bidding process.

The bidder shall bear all the costs associated with or relating to the preparation and submission of the bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the company or any other costs incurred in connection with or relating to the bid. All such costs and expenses will remain with the bidder and the company shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the bid, regardless of the conduct or outcome of the bidding process.

3. OVERVIEW

The New India Assurance Company Limited is the largest public sector general insurance company in India with a network of 1818 offices consisting of 31 Regional Offices, 13 Corporate and Broker Offices(CBOs), 1 Regional Government Business Office (RGBO), 2 Auto Hubs, 1 GIFT City Office, 21 Key Business Offices (KBOs) and 1748 Business Offices spread all over India. The company has three subsidiaries and two Associate Companies. The company offers wide range of products relating to General Insurance both to corporates and retail customers

4. PURPOSE

The Company invites proposals from firms/LLPs of repute and proven track record to assist the company in compliance/administration of Direct Tax Law as detailed in Terms of Reference (TOR) given in Annexure F in such forms and manner as provided by Direct Tax Laws.

5. INVITATION

The Company invites proposals for selection of a Direct Tax Consultant who shall assist the Company in

compliance/administration of Direct Tax Laws, as detailed in Terms of Reference.

The bidders desirous of taking up the assignment are invited to submit their technical and commercial proposal in response to this RFP in a manner as mentioned in Para 11 of this document. The criteria and the actual process of evaluation of the response to the RFP and subsequent selection of the Successful Bidder will be entirely at Company's discretion. The applicants should have necessary experience, capability and expertise to perform, as per the scope of work and to the adhering to the Company's requirements/terms and conditions outlined in the RFP.

Bidders can depute their representatives to attend the bid opening. The representative has to submit an authorization letter in the prescribed format as per Annexure M duly signed by the bidder, authorizing him to represent and attend bid opening process on behalf of the bidder. The name of the bidders qualified under technical evaluation will be announced only after the evaluation process by the Committee. Bidders may attend the Bid opening by visiting the Company premises, address of which is provided in the Bid Details.

6. DEFINITIONS

- a. The New India Assurance Company Limited (NIACL), which has invited the bids for consultancy services and with which the selected bidder signs the contract for the services to be rendered and to whom the selected bidder shall provide services as per the terms and conditions and terms of reference of the contract.
- b. "The Company" means "The New India Assurance Company Limited". "NIACL"
- c. "Bidder" means any firm/LLP registered in India submitting its proposal for providing services to NIACL as referred in the present Request For Proposal (RFP).
- d. "Contract" means the contract signed by the parties and all the attached documents and the appendices including the addendums thereto.
- e. "Day" means calendar day.
- f. "Personnel" means professionals and support staff provided by the Bidder to perform the services or any part thereof.
- g. "Proposal" means the technical proposal and the commercial proposal.
- h. "RFP" means this "Request For Proposal" prepared by NIACL for the selection of Bidders.
- i. "Assignment/job" means the work to be performed by the Bidder pursuant to the contract.
- j. "Terms of Reference (TOR)" means the document included in the RFP which explains the scope of work, activities, tasks to be performed, etc by the Bidders.

The term Bidder, applicant, proposer have been used interchangeably in the RFP document.

7. ELIGIBILITY CRITERIA:

Bidders must read carefully the conditions of eligibility criteria provided herein before submitting the Proposal with the Company. Proposals of only those Applicants who satisfy these conditions will be considered for evaluation process. To be eligible for evaluation of its Proposal, the Applicant shall fulfill the eligibility criteria given in Annexure A herein.

An Applicant who failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or a judicial pronouncement or an arbitration awarded/ granted against the Applicant, and/or has/have been expelled from any project or agreement terminated for breach is/are not eligible for the assignment of Direct Tax Consultant.

Note: The RFP issued warrants the bidder to be equipped with both professional and Information technology competence that can cater to huge volume of transactions. This is a service which is considered niche in the market and therefore Company reserves the right to continue with the sole qualifier of the bid.

8. CLARIFICATION ON THE RFP DOCUMENT

The Applicant may request a clarification on any clause of the RFP documents within the timelines mentioned at Bid Details of the RFP documents through e-mail to ho.taxation@newindia.co.in. The responses of the NIACL will be published on its website without identifying the source of the query.

9. AMENDMENT

At any time prior to the deadline for submission of proposal, NIACL may modify the bidding document by amendment. Any clarification issued by NIACL will be in the form of an addendum/ corrigendum and will be available on e-procurement portal www.gem.gov.in and website www.newindia.co.in. The amendment will be binding on all bidders. NIACL, at its discretion, may extend the deadline for submission of bids in order to allow prospective bidders a reasonable time to take the amendment into account. Interested applicants are advised to frequently visit the websites www.newindia.co.in and www.gem.gov.in for updating themselves about changes, if any, made in the RFP before the bid submission date.

10. TERMS OF REFERENCE: As given in Annexure F.

11. GENERAL CONDITIONS FOR BID SUBMISSION AND EVALUATION

Bidder should examine the documents constituting this RFP in detail to prepare the Proposal. In case of deficiencies in the information required/ requested, the proposal may be rejected.

11.1. Request for Proposal (RFP)

The RFP Document can be downloaded from the website by paying an amount (non-refundable) of Rs 2,000/- plus 18% GST (Total Rs. 2,360/-) (Rupees Two Thousand Three Hundred Sixty only) to The New India Assurance Company Limited using NEFT ("Cost of RFP"). The detail of Bank Account as follow:

Name of Bank: HDFC Bank Ltd.

Address : Nanik Motwani Marg, Fort, Mumbai

Name of Beneficiary: The New India Assurance Company Limited

Bank Account Number: 00600350000323

IFSC Code: HDFC0000060

The Bidder shall upload a copy of the receipt evidencing payment of the Cost of RFP to NIACL at the time of e-submission of the Bid and send email to ho.taxation@newindia.co.in with UTR transaction number, date of transaction through Online/ NEFT mode.

No Bidder/Applicant/Consultant shall submit more than one application for the consultancy.

The proposal as well as all related correspondence exchanged by the bidder and the company shall be in English Language.

It may be noted that entities registered as MSMEs under the MSME Act, 2006 are exempted from tender application fee subject to submission of suitable proof in this regard.

Applicants are advised that the selection of Bidder shall be on the basis of an Evaluation/Selection Process specified in this RFP in Point 11.10. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the selection Process will be given and that the Company's decisions are without any right of appeal whatsoever.

11.2. Earnest Money Deposit (EMD)

- i. The Bidder shall submit a refundable EMD of Rs. 50,000/- (Rs. Fifty thousand only) by way of NEFT. EMD may be forfeited in the event of withdrawal of bid during the period of processing of RFP or in case the selected Bidder fails to sign the contract.
- ii. Documentary evidence of deposit of EMD should be submitted along with the technical bid. EMD should be transferred by way of NEFT to HDFC Bank A/c of The New India Assurance Company Limited. NEFT amount should be received by the Company before the time and date specified above for submission of Technical bid. Any application not accompanied by the requisite EMD shall be treated as non-responsive and is liable to be rejected.
- iii. The EMD of the unsuccessful bidders will be returned within 7 days, after completion of process of selection of the Bidder. The EMD of the selected Bidder shall be refunded at expiry of the contract.
- iv. No interest is payable on the amount of EMD.
- v. If EMD is forfeited for any reason, the concerned bidder will be debarred from further participation in future RFPs floated by the Company.
- vi. Any decision in this regard taken by the company shall be final, conclusive and binding on the bidder.
- vii. NEFT Details:

Beneficiary Name: The New India Assurance Company Limited
Bank Details: HDFC Bank Limited
Bank Account No: 00600350000323
IFSC Code: HDFC0000060
Account Type: Current Account

11.3. Validity Period of the Proposed Bid

The proposal will be valid for 90 days after the closing date for submission of. A bid valid for shorter period shall be rejected by NIACL as non-responsive. Any decision in this regard by NIACL shall be final, conclusive and binding on the bidder.

11.4. Non-transferable bid

This bid document is not transferable. Only the bidder is entitled to quote and to execute the job, if allotted. Outsourcing of any work allotted on selection of bidder will not be allowed. The bidder should also submit an undertaking as part of Annexure N to the effect that he has not made any modification in the original copy of RFP and his bid would be liable for rejection for any violation of the above.

11.5. Two Stage Bidding Process:

The bidder will submit its response to the present RFP separately in two parts - "The Technical Bid" and "The Commercial Bid".

Technical Bid will contain the details as required in the eligibility criteria, along with the documentary evidence, and other documents related to the bid, whereas the Commercial Bid will contain the pricing information. In the first stage, only the Technical Bids will be opened in the presence of the bidders. The Bids will be evaluated as per the criteria determined by the company and only technically qualified bids will be considered for further evaluation. The company may at its discretion invite the bidders for presentation before the selection committee of the company. Those bidders satisfying the technical requirements as determined by the company shall be shortlisted for opening their Commercial Bid.

The evaluation procedures to be adopted in the Technical bidding will be at the sole discretion of NIACL and NIACL is not liable to disclose either the criteria or the evaluation report or reasoning to the bidder. The eligible bidder, who would qualify the technical bid as per the criteria given in **Annexure B** would be informed by NIACL through e-mail.

The company reserves the right not to accept any bid, or to accept or reject a particular bid at its sole discretion without assigning any reason whatsoever.

The cost of bidding and submission of RFP documents is entirely the responsibility of bidders, regardless of the conduct or outcome of the process.

11.6. Technical Bid

In preparing their technical proposal, Applicants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a technical proposal.

Technical bids will be subjected to an evaluation process as detailed in **Annexure B**.

11.7. Commercial Bid

The Applicant(s)/Firms are required to submit commercial proposal along with the technical proposal. After presentation, commercial bids will be opened and evaluated for firms securing 70% (70 out of 100) or more marks as per scoring given in Technical Proposal and Presentation.

The commercial proposal shall clearly indicate the total cost of the Consultancy in both figures and words, in Indian Rupees, and signed by the Applicant's Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the commercial proposal, the lower of the two shall prevail.

The fee quoted shall separately state the consultancy fee and applicable taxes (applicable taxes will be paid as per the tax rate prevailing at the time of actual payment). The commercial proposal shall not include any conditions attached to it. Any such conditional commercial proposal shall be liable for rejection. Payment will be made after deducting tax deductible at source as per applicable tax laws.

The Commercial bid should be submitted strictly in the format given by the company as **Annexure G** of this document along with a covering letter as per **Annexure O** and should not have any deviations, restrictive statements therein otherwise, such bids are liable to be rejected at the sole discretion of the Company. The price shall be quoted in Indian Currency only and shall be inclusive of all expenses. No separate fees/reimbursements will be payable at the time of payment shall be made by the company.

11.8. Submission, receipt and opening of proposal

The proposal as well as all related correspondence exchanged by the Bidders with NIACL shall be written in the English language. Applicants who fulfill the criteria specified in Annexure A should submit their Application (i.e. Technical and Commercial Proposal) online through our e-procurement portal <https://newindia.eproc.in> in the format enclosed as Annexure E together with Annexures E1 to E4 and G and other supporting documents.

The original proposal, both technical and commercial proposals, shall contain no interlineations or overwriting.

An authorized representative of the Applicant/Bidders shall initial all pages of the RFP document and sign the original technical and commercial proposals as well as the Annexures. The authorization shall be in the

form of a letter or in any other form demonstrating that the representative has been duly authorized to sign and such authorization shall be enclosed with the proposal. The signed technical and Commercial proposals shall be marked "original".

Both the Technical and Commercial proposals shall be submitted online on e-procurement portal www.gem.gov.in.

11.9. Proposal Evaluation

From the time the proposals are opened to the time the contract is awarded, the Applicant should not contact NIACL, unless called for. The Applicant should also not contact any of the officers/employees or representatives of the Company on any matter related to its technical proposal and/or commercial proposal with a view to influencing NIACL in the examination, evaluation, ranking of proposals, and recommendation for award of contract. Such an effort shall result in the rejection of the Bidder's proposals. Canvassing in any form would lead to disqualification of the proposal.

The firms, who qualify as per mandatory eligibility criteria mentioned in **Annexure A**, will be called for presentation with the Company's appointed internal committee.

After presentation, commercial bids will be opened and evaluated for firms securing 70% (70 out of 100) or more marks as per scoring given in Technical Proposal and Presentation.

The commercial proposal (for qualified applicants as per Point 11.7 above) will be opened subsequently and would be evaluated according to a scoring system for final ranking as stated in the scoring sheet attached. (**Annexure C**).

In case of a discrepancy between amount in words and figures, the former will prevail.

NIACL reserves the right

- I. to accept or reject any or all the proposals without assigning any reason and
- II. to engage a Bidder for the entire Assignment/ Job only for one or more segments of the project.

The NIACL has the complete discretion to reject any Application/Bid without giving any reason which cannot be questioned or challenged by the Applicant.

11.10. Evaluation Criteria

- I. Technical bids will be subjected to an evaluation process as detailed in **Annexure B**.

Bidders who score minimum 70 out of 100 marks on the technical evaluation criteria as mentioned above will only be considered. The Commercial bids of the applicants with technical marks less than 70 will not be considered for commercial/ financial evaluation.

- II. Criterion for evaluation of Commercial bids:

On opening of the financial bid, the successful Technical bids will be graded as L1, L2, and L3. where L1 bidder is the one who has quoted the lowest cost proposal.

- III. Final selection

Bidders who achieve overall score of 60 percentile & above in Technical evaluation will qualify for the next stage of evaluation i.e. Financial bid evaluation.

For final award of the assignment, a combined evaluation shall be done by applying a weightage of 70 and 30 for the technical and commercial scores respectively, according to the formula for those found qualified in the technical bidding.

For example,

Three consultants namely A, B, C participated in the Bid process and their Technical scores are as under A = 80, B = 90 and C = 70

After converting them into percentile, we get

$$A = (80/90)*100 = 88.89$$

$$B = (90/90)*100 = 100$$

$$C = (70/90)*100 = 77.78$$

The quoted prices for consultants are as under: A = Rs.8000, B = Rs.9000 and C = Rs.10000. The final cost = (lowest cost quoted in price bid, in this case is Rs. 8000) quoted by the Bidder converted into percentile score shall be as under.

$$A = (8000/8000)*100 = 100$$

$$B = (8000/9000)*100 = 89$$

$$C = (8000/10000)*100 = 80$$

As the weightage for technical parameter and cost are 70% and 30% respectively, the final scores shall be calculated as under.

$$A = (88.89*0.7) + (100*0.3) = 92.22$$

$$B = (100*0.7) + (89*0.3) = 96.7$$

$$C = (77.78*0.7) + (80*0.3) = 78.45$$

The offer of B having the highest score shall be selected as L1.

11.11. Undertaking by bidder

The bidder shall furnish the following undertaking as a part of the proposal.

"We certify that there has been no conviction by a Court of Law or contemplated by court for misconduct, guilt or indictment/adverse order by a regulatory authority for an offence against us or any of our sister concern or partners and if it arises we will intimate NIACL of the same".

11.12. Compliance Confirmation

The bidder must submit unconditional and unambiguous compliance confirmation to all the terms and conditions stipulated in the RFP.

11.13. Notification of Award

The acceptance of a proposal, subject to contract, technical compliance, commercial considerations & compliance with all the terms and conditions will be communicated in writing by means of offer of contract/ service order at the address supplied by the bidder in the RFP response.

Any change of address and contact information of the Bidder, should therefore be promptly notified to: ho.taxation@newindia.co.in.

The written offer of contract/ service order issued to the successful bidder need to be accepted by the bidder in writing within 7 days from the date of issue of the offer.

11.14. Signing of Contract/ Agreement

The successful bidder/ consultant will be required to enter into an Agreement/ Contract as per company prescribed format as provided in **Annexure I** within 7 days from the date of acceptance by the successful bidder of the offer of the NIACL.

The failure, delay or evasion on the part of the successful bidder to execute the Agreement/ Contract within the period mentioned will result in expiry of the validity of the bid. In such a case the Earnest Money deposited by the successful bidder/ Consultant shall be forfeited by the company without further notice to the successful bidder/ consultant. The failure, delay or evasion on the part of the successful bidder/ consultant to commence project within 15 days from the date of execution of the Agreement/ Contract may result in termination of the Agreement/ Contract, on the discretion of NIACL. In case of termination of the Agreement/ Contract on account of failure, delay or evasion on the part of the successful bidder/ consultant to commence the project within 15 days from the date of execution of the agreement, in addition to the termination of the contract, NIACL shall have the absolute right to adjust the said amount against EMD towards loss and damage suffered by the company.

11.15. Performance Guarantee by Successful Bidder

On receipt of the order, the successful bidder has to submit a Performance Bank Guarantee in the format prescribed by the company under Annexure K for an amount equivalent to 25% of the order, within one week's time, from the date of acceptance which may be extended with mutual consultation. However, if at any stage it is found that there has been considerable delay in disposing the matters and maintaining the specific timelines, the company shall deduct the 5% of the fee payable as penalty and any monetary penalty/ interest/ fine imposed by the Income Tax Department.

12. Period of Assignment

The assignment shall be valid for a period of two years from the date of agreement with an option at the discretion of NIACL for a further extension of 2 years at the end of 2nd year with increase in fees mutually agreed upon but not exceeding 5% per annum.

Any extension of the completion date due to unforeseen delays shall be by mutual consent.

If the consultant fails to complete the assignment as per the time frame prescribed in the RFP, and the extensions if any allowed, it will be breach of contract. NIACL reserves its right to cancel the order in the event of delay and forfeit the Earnest Money Deposit (EMD).

Consultant must provide professional, objective and impartial advice at all times and hold the companies' interest paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.

Company may at its sole discretion terminate the contract with the prior notice of 30 days due to any unforeseen circumstances or any change in statute or company rules.

13. Payment Terms

Retainership: In 4 equal installments after the end of each quarter from the date of Agreement.

Appeals: 50% upon submission of the requisite reply to the satisfaction of the NIACL or as required by the concerned department and balance 50% upon conclusion of the appeal. However, for payment towards old appeal will only be considered for the selected bidder if the appeal has been already filed but the submission and reply is pending to be submitted after appointment of the selected bidder.

14. Conflict of interest

The NIACL requires that the Bidders provide professional, objective, and impartial advice, and at all times hold the Company's interest paramount, strictly avoid conflicts with other assignment(s)/job(s) or their own corporate interests, and act without any expectation/consideration for award of any future assignment(s) from the Company.

Without limitation on the generality of the foregoing, the Bidders, shall be considered to have a conflict of interest (and shall not be engaged under any of the circumstances) as set forth below:

- i. **Conflicting assignment/job:** The Bidder (including its personnel) shall not undertake any job /assignment which may be in conflict with the present assignment as Direct Tax Consultant.
- ii. **Conflicting relationships:** The Bidder (including its personnel) having a business or family relationship with a member of NIACL's staff who is directly or indirectly involved in any part of (i) the preparation of the terms of reference of the assignment/job, (ii) the selection process for such assignment/job, or (iii) supervision of the contract, may not be awarded a contract, unless the conflict stemming from such a relationship has been resolved in a manner acceptable to NIACL throughout the selection process and the execution of the contract.

The Applicant(s) has an obligation to disclose any situation of actual or potential conflict that impacts its capacity to serve the best interests of the Company or that may reasonably be perceived as having this effect. If the Applicant fails to disclose such conflicts of interest and if NIACL comes to know of such a situation at any time, then NIACL reserves the right to disqualify the Applicant during the bidding process or to terminate its contract during the tenure of assignment. The Applicant shall not employ the employees of NIACL and the employees of NIACL shall not work as, for or be a part of, the firm of Bidders.

15. NIACL reserves the right to the following:

- a) Reject any or all proposals received in response to the RFP without giving any reason whatsoever.
- b) Reject the proposals received in response to the RFP containing any deviation from the payment terms stipulated in Point No 12 above.
- c) Waive or change any formalities, irregularities, or inconsistencies in proposal format delivery.
- d) Extend the time for submission of proposal.
- e) Modify the RFP document, by an amendment that would be notified on the company website.
- f) To independently ascertain information from the Banks and other institutions/ companies to which the bidder has already extended TDS services for similar assignment.
- g) Modify the time period stipulated in Point No. 11 above for completion of assignment during the execution of assignment if it deems fit.

16. Contract finalization

NIACL and the selected Bidder shall finalize the terms of contract to be executed as per the prescribed terms of the Company. NIACL shall have the right not to enter into the contract with the Bidder if the Bidder is unable to provide the professional staff assured in the technical proposal. In such an eventuality, NIACL reserves the right to reject the proposal.

NIACL will not consider substitution of professional staff before signing the contract and during the tenure of the assignment unless both parties agree that undue delay in the selection of professional staff makes such substitution unavoidable, or for reasons such as death or medical incapacity, or if the professional staff has left the organization. Any proposed substitute shall have equivalent or better qualifications and experience and complete details be submitted by the Bidder within the 15 days of such event.

The contract/ agreement shall be executed only at Mumbai and the selected Bidder shall bear the cost of stamp duty for the contract/ agreement as applicable in the state of Maharashtra.

17. Confidentiality

This document contains confidential and proprietary information of NIACL and is not to be disclosed/ reproduced/ transmitted or made available by the recipient to any other person.

The consultant selected for the assignment should treat as confidential all data and information about NIACL obtained in the execution of the proposed assignment, hold it in strict confidence and should not reveal such data /information to any other party without the prior written approval of NIACL. Further, the bidder will be exposed by virtue of the assignment, to the internal business and accounts related information of NIACL. Accordingly, the selected bidder will have to sign a legal non-disclosure agreement in the format prescribed in Annexure J.

18. Indemnification

The bidder agrees to indemnify and keep indemnified, defend and hold harmless NIACL and its officers, directors, employees and agents from and against any and all losses, liabilities, claims, obligations, costs, expenses (including, without litigation, reasonable attorney's fees), arising before or after completion of assignment, which result from, arise in connection with or are related in any way to claims by third parties/ regulators, arising out of or in connection with the bidder's breach of any of the terms and conditions, representations, warranties specified in the agreement/contract; misuse of login credentials of Income Tax Portal (incl. TRACES); infringement of Intellectual Property Rights (IPR) of NIACL, acts or omissions of, negligence, or misconduct by the bidder; or its professionals, representatives, agents, security analysts, consultants and advisors;

- a) For the purpose of the contract/agreement, the bidder shall include the bidder, its personnel, employees, consultants and/or other authorized persons.
- b) In no event shall the bidder be liable for claims arising from or in connection with the sole negligence or misconduct of the party seeking indemnification.
- c) The responsibility to indemnify set forth in this clause shall survive the termination of this agreement for any reason with regard to any indemnity claims arising in relation to the performance hereof.
- d) The selected bidder has to execute a deed of indemnity as per the prescribed conditions given above.

19. Termination of Agreement:

A suitable clause for termination by giving suitable notice will be incorporated in the final agreement. The agreement with the selected firm may be cancelled at the Company's discretion on account of following or without assigning any reason:

- a. On refusal to take up the allotted Assignment;
- b. Unnecessary or unwarranted delay in execution of the work allotted;
- c. If the firm stands dissolved /reconstituted and the name/style of the firm is changed;
- d. On not abiding by the terms and conditions stipulated in the agreement;
- e. Breach of trust is noticed during any stage of the consultancy assignment.
- f. If the performance of the firm is not found satisfactory (viewed as such by the Company's appropriate authority);
- g. Any other reason at the discretion of the Company.

20. Disciplinary action for professional misconduct:

The selected firm should be subject to disciplinary rules as enumerated by the authority under which the firm is registered.

21. Penalty Clause:

As per **Annexure D**

22. Integrity pact:

The successful bidder has to sign a integrity pact with the NIACL as per **Annexure L**.

23. Publicity

Any publicity by the bidder in which the name of NIACL is to be used, should be done only with the explicitly written permission of NIACL.

24. REPRESENTATIONS & WARRANTIES:

- A. That the bidder is a Partnership firm / LLP/Company which has the requisite qualifications, skills, experience and expertise in providing Service(s) contemplated by this RFP, possesses the financial wherewithal, the power and the authority to enter into the Engagement and provide the Service(s) sought by NIA.
- B. That the bidder is not involved in any litigation, potential, threatened and existing, that may have an impact of effecting or compromising the performance and delivery of Service(s) under the Engagement.
- C. That the Applicant has the professional skills, personnel and resources/ authorizations / approvals / infrastructure that are necessary for providing all such services as are necessary to perform its obligations under the RFP and this Engagement.
- D. That the Applicant shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep NIA, its directors, officers, employees, representatives, Consultants and agents indemnified in relation thereto and in respect of any infringement of any of the intellectual property rights.
- E. That all the representations and warranties as have been made by the Applicant with respect to its RFP and Engagement, are true and correct, and shall continue to remain true and correct through the term of the Engagement.

- F. That the execution of the Service(s) herein is and shall be in accordance and in compliance with all applicable laws.
- G. That all conditions precedent under the Engagement has been complied.
- H. That neither the execution and delivery by the bidder of the Engagement nor the bidder's compliance with or performance of the terms and provisions of the Engagement;
 - 1. will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or governmental authority binding on the bidder.
 - 2. will conflict or be inconsistent with or result in any breach of any of the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the bidder is a party or by which it or any of its property or assets is bound or to which it may be subject.

25. Force Majeure

The bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war.

If a Force Majeure situation arises, the bidder shall promptly notify NIACL in writing of such conditions and the cause thereof within one week. Unless otherwise directed by NIACL in writing, the bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

26. Resolution of Disputes

If any dispute, difference or disagreement shall at any time arise between the Bidder and NIACL as to the interpretation of this agreement or concerning anything herein contained or arising out of this agreement or as to the rights, liabilities and duties of the said parties hereunder, or as to the execution of the said Project, except in respect of the matters for which it is provided herein that the decision of NIACL shall be final and binding on Project Bidder, the same shall be referred to the General Manager & Financial Advisor for settlement. In case the dispute/ disagreement continues, the matter shall be referred to the Arbitration and final decision of the Mumbai based sole Arbitrator to be appointed by the both the parties after adopting and following the fast track procedure as laid down in Section 29 B of the Arbitration and Conciliation Act 1996.

The work under the contract shall, however, has to continue during the Arbitration proceedings or otherwise. No payment due or payable to the Bidder shall be withheld on account of such proceedings except the disputed payment of fees on account of other provisions in this agreement.

The fees, if any, of the Arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties.

Arbitration proceedings shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

27. Governing Language

The contract shall be written in English. All correspondence and other documents pertaining to contract that are exchanged between the parties shall be written in English.

28. Governing Law/Jurisdiction

The Agreement / Contract shall be governed by and construed in accordance with the laws in India and shall be subject to the exclusive jurisdiction of the Courts of Mumbai.

29. Miscellaneous Terms & Conditions

Until a formal contract is prepared and executed, this offer together with Company's written acceptance and notification of award shall constitute a binding contract with the Bidder.

NIACL is not responsible for non-receipt of EMD within the specified date and time due to any reason including postal delays or holidays.

The Company also reserves the right to alter/ modify any/ some/ all of the requirements, as it may deem necessary, and notify the same on e-procurement portal: www.gem.gov.in and website: www.newindia.co.in before the last date for submission of response under this RFP. The Bidders should be agreeable for the same.

Bids not conforming to the requirements of the RFP may not be considered by NIACL. However, NIACL reserves the right, at any time before last date of submission of Technical & Financial proposal, to waive any of the requirements of the RFP, if in the sole discretion of NIACL, the best interests of NIACL would be served by such waiver.

NIACL shall have the right to cancel the RFP process at any time prior to award of contract, without thereby incurring any liabilities to the affected Bidder(s). Reasons for cancellation, as determined by NIACL, in its sole discretion, may include but are not limited to, the following:

- Services contemplated are no longer required;
- Scope of work were not adequately or clearly defined due to unforeseen circumstance and/or factors and/or new developments;
- Proposed fees are unacceptable to the Work;
- The Project is not in the best interests of NIACL;
- Any other reason.

The Applicants shall be responsible for all of costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Company, etc. The Company will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

NIACL reserves the right to verify the validity of bid information and to reject any bid where the contents appear to be incorrect, inaccurate or inappropriate at any time during the process of RFP or even after award of contract.

Company may choose to take an undertaking from employees of the Bidder to maintain confidentiality of the Company's information/documents etc. Company may seek details /confirmation on background verification of Bidder's employees, worked/working on Company's project as may have been undertaken / executed by the Bidder. Bidder should be agreeable for any such undertaking/verification.

Annexure A
Eligibility Criteria

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by the required documents supporting eligibility criteria, the same would be rejected.

Sr. No.	Mandatory Eligibility Criteria	Documents Required
1	The bidder should be a partnership firm/LLP registered in India, carrying on business for the last 20 years as on 31.03.2023.	Constitution Certificate issued by ICAI/Registration certificate of relevant authority.
2	Firm should have at least one full-fledged office in Mumbai for at least the last five years as on 31.03.2023.	Self-declaration in format E-1/ constitution certificate / Firm Card/ Registration Certificate of relevant authority.
3	<p>Firm should have minimum 10 partners (Qualifying Partners) in India out of which at least 5 should be in Mumbai and at least 10 full time professionally qualified Staff stationed at Mumbai and at least 2 DISA/CISA qualified partner/staff as on 31.03.2023.</p> <ul style="list-style-type: none"> • All Qualifying partners must be associated with the firm for a period not less than two years as on 31.03.2023. • All Qualifying employees must be associated with the firm for a period not less than one year as on 31.03.2023. 	Constitution Certificate issued by ICAI or Declaration by the firm regarding Partners/ Professionally qualified/ DISA/ CISA employees.
4	Firm should be regular Direct Tax Consultant or Consultant for advisory services for Direct Tax at whole organization level to an entity having a turnover of Rs.5000 crores during the last 3 Financial years ending 31.03.2023.	Client Certificate/ Appointment letter issued by the relevant organization clearly indicating the period covered.
5	The Firm should have an average turnover of at least Rs. 1 crores and profit making for the last 3 Financial years as on 31.03.2023.	Copy of Audited Financial Accounts of the firm.
6	The firm should have experience of at least past 3 years in handling routine international taxation matters	Self-Declaration to be given by the Bidder along with the Name of the Clients and Contact person
7	The firm should not have been banned / declared ineligible for corrupt and fraudulent practices, negligence by the Govt. of India / State Governments / ICAI or any other Governing body and should not have any disciplinary proceedings pending against the applicant firm or any of the partners with ICAI.	Undertaking by the applicant Firm in Annexure E

Annexure B

Parameters for evaluation of Technical Proposal

The parameters used in ranking the Bidders are as follows: -

Part (a)

Sr. No.	Parameters	Maximum Marks	Criteria
1	No of years of carrying on business in India as on 31.03.2023	10	Two marks for each completed additional year over minimum eligibility.
2	Man Power and qualifications – No. of Partners and professionally qualified Employees. Each Partner must be associated with the firm as on 31.03.2023. Each Professionally qualified employee must be associated with the firm as on 31.03.2023	20	Two marks each for each additional partner above minimum eligibility. (Maximum 12 marks) One mark each for each professionally qualified employee above minimum eligibility. (Maximum 8 marks). Two marks each for each DISA/CISA qualified partner/employee above minimum eligibility. (Maximum 4 marks). NOTE: No marks will be awarded to the partner having less than two year and employee having less than one-year association with the firm either as a partner or as an employee as the case may be. Please provide names, qualification and location of dedicated staff for NIACL project. Contact numbers to be provided on selection as successful bidder.
3	(i)Experience in Direct-tax consultancy at whole organization level for last 5 years of an entity having a turnover of Rs.5000 crores. (above minimum eligibility) (ii)Consultancy for Direct Tax at whole organization level for General Insurance Company	20	For each assignment: 4 marks, Maximum marks :8 6 marks per company Maximum Marks: 12
4	Presence in other centres (other than Mumbai) across the country	4	2 mark per additional centre: maximum marks 4
5	Consultancy to /advocacy on behalf of any organization before ministry, regulatory bodies (like IRDAI etc) for representing with respect to Direct Tax Laws.	5	Client Certificate/copy of Agreement with client. (1 mark for each successful case)
6	Experience of handling international taxation	6	Name of the Company and the Dealing official's contact number to be given. Three marks each company (Maximum 6 marks)
7	Experience in handling Appeals before CIT(A)/ITAT/HC/SC where the amount under dispute should be exceeding Rs.100 Crores	5	Name of the Company and the Dealing official's contact number to be given. 2.5 marks for each client.

Part (b)

	Presentation	30	Shall be evaluated by the committee identified for the purpose.
	Grand Total of Part (a+b)	100	

Annexure C
Parameter for selection of Bidder.

Sr.No	PARAMETERS	Maximum Marks
1	Technical Proposal & Presentation	70
2	Commercial Bid	30

For example:

Three Bidders namely A, B and C participated in the bid process and their technical Proposal and Presentation scores are as under:-

$$A=80, B=90, C=70$$

After converting them into percentile, we get

$$A= (80/90)*100 = 88.89$$

$$B= (90/90)*100 = 100$$

$$C= (70/90)*100=77.78$$

The quoted prices for Bidders are as under:

$$A= \text{Rs } 8000, B=\text{Rs } 9000, C=\text{Rs } 10000$$

The final cost (lowest cost quoted in price bid, in this case it Rs 8000) quoted by the bidders converted into percentile score shall be as under:

$$A=(8000/8000)*100=100$$

$$B=(8000/9000)*100=89$$

$$C=(8000/10000)*100=80$$

The final scores shall be calculated as under:

$$A= (88.89*0.7) + (100*0.3) = 92.22$$

$$B= (100*0.7) + (89*0.3) = 96.70$$

$$C= (77.78*0.7) + (80*0.3) = 78.45$$

Hence, the offer of "B" (being highest score) would be considered

ANNEXURE D

Penalty Clause: Company will reserve the right to deduct from the amount to be paid to the Bidder, in the event of the following:

Reason	1 st instance	2 nd instance	3 rd instance
Failing to visit our office as and when required by the Company.	Caution Note	5% of retainer ship fees	As decided by the Company Based on materiality
Inordinate delay in responding to the references made by the Company	Caution Note	5% of retainer ship fees	As decided by the Company based on materiality
Failing in Representing the company in person before Direct tax Authorities and/or any other Authorities	Caution Note	5% of retainer ship fees	As decided by the Company based on materiality
Failing in providing the reply to the Notices from Direct tax Authorities within the timelines given in the said notice	Caution Note	10% of retainer ship fees	As decided by the Company based on materiality

Annexure E

PROFORMA OF APPLICATION FOR COMPANY'S DIRECT TAX CONSULTANT (ON OFFICIAL LETTER HEAD)

Chief Manager,
Corporate Finance & Accounts Department (Direct Tax),
The New India Assurance Co. Ltd.,
87, M.G. Road, Fort,
Mumbai – 400 001.

Dear Sir,

APPLICATION FOR APPOINTMENT AS DIRECT TAX CONSULTANT OF THE COMPANY.

Please find enclosed information in Annexure (E-1 to E-4) concerning us for consideration of our firm to be appointed as Direct Tax Consultant of the Company.

We agree to undertake the project, if allotted by you, as per the scope of work (Terms of Reference). We hereby declare that our firm does not have any pecuniary liability or any claim/disciplinary/legal proceeding pending against us/ our partners or any other cause which could hamper our ability to render the services as envisaged. We also declare that our firm has not been banned / declared ineligible for corrupt and fraudulent practices by the Govt. of India / State Governments / ICAI/ Registering authority/Governing Body and does not have any disciplinary proceedings pending against it or any of the partners by any of the aforesaid authorities. If the aforesaid representation /declaration or information in the annexures is found to be incorrect, we agree that the Company shall be entitled to terminate the agreement, if allotted, or initiate suitable action as deemed fit and appropriate by the Company, without reference to us. We have, during the last five years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or a judicial pronouncement or arbitration awarded against us, nor been expelled from any project or agreement nor had any agreement terminated for breach by us.

Date:

Authorised Signatory

Place:

(Name:)

List of Document Enclosed

1. EMD – NEFT particulars
2. Annexures E1 to E4
3. Other documents please specify

Annexure E-1

PARTICULARS TO BE FURNISHED FOR THE PURPOSE OF APPOINTMENT OF THE DIRECT TAX CONSULTANT

S No	Description	Documentary Evidence
1	Name of the firm	
2	Firm No. allotted by Registering authority/ICAI*	
3	(i)Address (Registered Office)	
	(ii) Address in Mumbai if different from (i) above	
4	Email ID	
5	Contact number/s (Tel/Mobile)	
6	PAN of the firm	
7	GST registration number of the firm	
8	Year of establishment in India	
9	No. of completed years for which carrying on business in Mumbai as on 31.03.2023	
10	Name of the Partners*	(Annexure: E-2)
11	Name of Partners Stationed at Mumbai	(Annexure: E-2)
12	Number of employees	(Annexure: E-2)
13	Number of Professionally qualified employees in the firm (out of above)	(Annexure: E-2)
14	Number of employees/partners who have done DISA/CISA	(Annexure: E-2)
15	Person(s) proposed to be assigned for the services and his/their profiles	(Annexure: E-2)
16	Details of consultancy for Direct Tax –at whole organization level of an organization.**	(Annexure: E-3)
17	Details of consultancy for Direct Tax at whole organization level of General Insurance Company. **	(Annexure: E-4)
18	Presence in how many cities in India (Provide Address)	
19	Turnover and profit during last three Financial Years: 2020-21 2021-22 2022-23 (Provisional if Audited figure is not available)	
20	Details of handling international taxation matters in the last three years	
21	Details of Consultancy to /advocacy on behalf of any organization before ministry, regulatory bodies (like IRDAI etc)	
22	Details of attending Appeals before CIT(A)/ITAT/HC/SC where the amount under dispute was exceeding Rs.100 Crores	
23	Any other information considered relevant	

(Please attach separate sheets if space is not sufficient in any row, duly mentioning the row number and description)

Place:

Authorised

Signatory

Date:

(Name)

Seal

* Self attested copies in support of the information should be submitted.

** Self attested copies of letters issued by the client should be submitted.

Annexure E-2

(A) DETAILS OF PARTNERS AND PROFESSIONALLY QUALIFIED EMPLOYEES

SR. No.	NAME	Capacity (Partner/ Employee)	Qualification (C.A./CISA/ DISA, etc.)	CA MEMBERSHIP NUMBER (if Applicable)	EXPERIENCE	YEARS WITH THE FIRM	Stationed At (City)	REMARKS

(B) DETAILS OF PARTNERS AND PROFESSIONALLY QUALIFIED EMPLOYEES (dedicated staff)

SR. No.	NAME	Capacity (Partner/ Employee)	Qualification (C.A./CISA/ DISA, etc.)	CA MEMBERSHIP NUMBER (if Applicable)	EXPERIENCE	YEARS WITH THE FIRM	Stationed At (City)	REMARKS

Authorised Signatory

(Name)

Seal

Self attested copies of certificates of CA membership/DISA/CISA etc., should be submitted.

PARTICULARS IN RESPECT OF DIRECT TAX CONSULTANCY FOR LAST 5 YEARS AS ON 31.03.2023 AT WHOLE ORGANIZATION LEVEL.

SR. No.	NAME OF THE ORGANISATION	Period of Contract (from DD/MM/YY to DD/MM/YY)	Industry/Sector	Turnover (for each FY during the contract period)	TYPE OF CONSULTANCY	SCOPE OF WORK	PERSON IN CHARGE FROM CLIENT SIDE WITH CONTACT NUMBER AND EMAIL ID.

Authorised Signatory

(Name)

Seal

PARTICULARS IN RESPECT OF DIRECT TAX CONSULTANCY AT WHOLE ORGANIZATION LEVEL FOR A GENERAL INSURANCE COMPANY DURING LAST FIVE YEARS ENDING 31.03.2023

SR.NO	NAME OF THE ORGANISATION	Period of Contract (from DD/MM/YY to DD/MM/YY)	SCOPE OF WORK	PERSON IN CHARGE FROM CLIENT SIDE WITH CONTACT NUMBER AND EMAIL ID.



Annexure F
Term of Reference (TOR)
Scope of Work/ Term of Reference

1. Retainership

- A. Filing of returns, Forms and reports: The consultant will be responsible for
 - a. Timely preparation of the return/form/report, etc.: This should include maintaining a calendar and ensuring timely preparation and filing
 - b. Ensuring accuracy of the data filed as per the Income Tax Act/other direct Tax laws and regulations
 - c. Filing of revision, if required
 - d. Advising and updating the company on and changes or new compliance requirements and ensuring complete and correct compliance with the same
- B. Assessment/re assessment:
 - a. Preparation and submission of replies to queries by the authorities or any other document that needs to be submitted during the assessment process
 - b. Guiding the company on the best course of action post assessment order
 - c. Preparation and filing of appeals/stay of demand and other submissions against orders not in favor of the company
 - d. Preparation of documents required to be filed with various tax authorities in addition to the above
 - e. Preparation and filing of refund claims, etc and regular follow up with the authorities
 - f. Representing the company in hearings and meetings with Tax authorities
 - g. Drafting and filing of appeals at various levels and assisting the company's legal counsel in matters related to direct taxes
- C. Attending hearings and meetings for Direct Tax related issues and representing the company as required in front of government/regulatory authorities and the courts of law.
- D. Drafting and submitting replies to notices and queries received by the company from direct tax authorities and representing the company in such matters.
- E. Advising and guiding the company on issues related to :
 - a. Income Tax,
 - b. Tax deducted at Source,
 - c. Professional tax,
 - d. Withholding tax applicable in case of transactions with foreign entities
 - e. Country by Country Reporting
 - f. Master Filing
 - g. Form 60, 61 and other SFT related forms.
 - h. FATCA
 - i. Foreign remittance and transactions
 - j. Implementation of direct tax related changes due to changes in Accounting Standards/ Budget/Circulars/Notifications etc issued by any Authorities.
 - k. Impact of Indian Accounting Standard (Ind As), if any, in compliance with Income tax provisions .
 - l. legal matters pertaining to direct tax and international taxation matters as and when required.
 - m. Any other Direct Tax related issues.

- F. Calculation of company's tax liability:
 - a. Advance Tax calculation
 - b. Calculation of provision for tax
 - c. Calculation of refunds due to the company; Preparation and filing of refund claims, etc and regular follow up with the authorities
 - d. Calculation of Interest or penalty to be paid by the company and taking action to minimize any such payment
 - e. Compilation of details and maintenance of records for the above mentioned
 - G. Advising on queries promptly being received from Company's Branch offices/ divisional office/ Regional offices/HO verticals, as referred to by the Company and providing written opinion thereof.
 - H. To update the company about various amendments taking place in tax laws/ rules, regulations, circulars, directions, etc. from time to time impacting the company.
 - I. Review of various circulars to be issued to the Regional offices/Divisional offices in respect of direct tax and related matters
 - J. If the requirement arises during the term of the contract regarding Direct Tax code and any other law affecting the Direct taxation
 - a. Advice and assist in implementation of Direct tax code
 - b. Computation of Income tax liability, filing of returns and fulfilling all other procedural and legal compliances of the company under Direct Tax Code.
 - c. Advice in making system changes required to implement Direct Tax code at whole organization level.
 - K. In case of any differences in opinions by the Statutory Central Auditors/ Direct Tax authorities/Government Auditors arising at any point of time on the said engagement, the Bidder shall assist NIA from time to time by drafting suitable replies and protect the interest of NIA.
 - L. Any other Direct tax matter as may be referred by the company.
- 2. Audit:**
- A. Tax Audit
 - a. To conduct Tax Audit of HO unit
 - b. Company's consolidated Tax audit (on the basis of Tax Audit reports received from various regions under the provisions of Income Tax Act, 1961.)
 - c. Also to E-upload the same on Income Tax E-filing website. (Tax Audit Reports of various regions will be audited by the respective regional Auditors)
 - B. Transfer Pricing

To conduct Transfer Pricing Audit in relation to various transactions between NIA and its Subsidiaries and Associates under the provisions of Income Tax Act, 1961. Also to E-upload the same on Income Tax E-filing website.
- 3. Appeals:**
- a. Drafting of Grounds of Appeal and Statement of facts for all Appeal before Income Tax Appellate Authorities.
 - b. Handling appeals including both new and existing appeals pending at Commissioner of Income tax (Appeals) as and when they come up for hearing.
 - c. Briefing Counsel for appearing before ITAT, High Court & Supreme Court for this purpose;

(The above list is inclusive and not exhaustive i.e. Terms of reference shall include providing professional assistance for all activities required for due compliance with applicable Direct Taxes rules and provisions.)

Annexure G

Commercial Purpose

Covering letter

(On Applicant's letter head)

Chief Manager
The New India Assurance Company Limited
Corporate Finance & Accounts (Direct Tax)
5th Floor, New India Assurance Building
87, Mahatma Gandhi Road, Fort,
Mumbai, -400001

Dear Sir,

Subject: Appointment of Direct Tax Consultant

With reference to your RFP Document dated, we submit here below the Commercial proposal for selection as Consultant for above.

(Rupees)

SI No.	Description	Financial Bid
1	All work related to Direct tax as per scope of work (other than as stated at point 3 of Annexure F)	Rs.....Per annum basis as per scope of work as defined in Annexure F
2.	Fee per appeal: New appeal: per appeal fees Pending appeals: 30% of the fees quoted for new appeals	Rs.....per appeal basis . Rs..... Per pending appeal.
	GST applicable on above (amount to be specified)	
TOTAL :Rupees (in words)		

I/we agree that this offer shall remain valid for a period of 90 days from the last date of submission of proposal or such further period as may be mutually agreed upon.

Yours sincerely

(Signature, name and designation of the authorized signatory)

Date:

Place:

Annexure H

SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING

1. Tender document with detailed terms and conditions is available on our Website www.newindia.co.in and on e-proc portal www.gem.gov.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 www.gem.gov.in.
2. As a pre-requisite for participation in the tender, vendors are required to obtain a valid Digital Certificate of Class II (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. C1 India Pvt. Ltd., Mumbai for obtaining the Digital Signature Certificate.
3. Corrigendum / amendment, if any, shall be notified on the site www.gem.gov.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 (www.gem.gov.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.



ANNEXURE I

DRAFT AGREEMENT

THE AGREEMENT BETWEEN NIACL AND THE BIDDER FOR DIRECT TAX CONSULTANCY

This Agreement is executed at..... on this the.....day of..... Two thousand Twenty Four BETWEEN NIA , a company incorporated and registered under Companies Act, 1956 (1 of 1956), a company within the meaning of Section 2 (20) of the Companies Act, 2013(18 of 2013) with Corporate Identity No. L66000MH1919GOI000526 and , having its Registered Office at The New India Assurance Company Limited, New India Building, Mahatma Gandhi Road, Fort, Mumbai – 400001 (hereinafter referred to as "NIA" which expression shall include its successors and assigns) of the ONE PART AND M/s ----- Bidder registered under the Indian Companies Act/ a Partnership firm registered under the Indian Partnership Act 1932/LLP having its registered office at ----- (hereinafter referred to as the "Bidder" which expression shall include its partners present and future, their respective heirs, legal representatives, administrators, successors and permitted assigns as the case may be) of the other part. (Wherever the context so requires the "NIA" and the Bidder are individually referred to as the "Party" and collectively as "Parties")

WHEREAS

- A) NIA proposes to hire a "Direct tax consultant" details of which are mentioned in the Article 2 hereunder written (hereinafter referred to as the "said Project").
- B) NIA is desirous of appointing a Bidder for the said Project and floated Request for Proposal bearing no..... dated(Hereinafter referred to as the "RFP"). Bidder has responded by submitting its proposal dt.....
- C) Based on the representations and warranties of the Bidder made in its said Proposal, NIA has shortlisted the name of the Bidder and decided to engage the services of the Bidder for the said Project on the terms and conditions contained herein and the RFP.
- D) NIA and the Bidder have agreed to set out in writing the terms and conditions in respect of the engagement of the Bidder for the said Project.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained herein and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties intending to be bound legally, agree as follows:

ARTICLE-1

DEFINITIONS AND INTERPRETATION

1.1 Definitions:-

- a) **"Agreement"** shall mean this agreement, together with the Letter of Engagement No.....dated.....issued by NIA to the Bidder, Schedules and the ANNEXURES to this Agreement and any mutually agreed modifications in writing to this Agreement.
- b) **"Letter of Engagement"** shall mean the Letter No.....dated....issued by NIA to the Bidder which is attached herewith.
- c) **"Event of Force Majeure"** shall mean act of God including earthquake, invasion, war, tsunami, rebellion, or other acts generally beyond the control of the Parties and affecting performance of this Agreement.
- d) **"Payments" or "Fees"** means all payments to be made by NIA to the Bidder as per the Payment Terms stated in Article 3 of this Agreement hereto.

- e) "Project" shall mean Direct Tax consultancy, details of which are more fully mentioned in the RFP.
- f) "Services" means all the services to be provided/ performed by the Bidder to NIA under this Agreement which are more particularly stated in this Agreement and in the Letter of Engagement.
- g) "Taxes" means all taxes including but not limited to service tax/GST, education cess, higher education cess, levies, surcharges, or withholdings assessed by any Central, State or local authority as a result of the provision of the Services by Bidder to NIA.

1.2 Interpretation

- a) Any reference in this Agreement to any statute or statutory provision shall be construed as including a reference to that statute or statutory provision as from time to time amended modified extended or re-enacted whether before or after the date of this Agreement and to all statutory instruments orders and regulations for the time being made pursuant to it or deriving validity from it. The meanings set forth for defined terms in this Article and all pronouns shall be equally applicable to both the singular and plural masculine, feminine or neutral forms as the context may require.
- b) All references in this Agreement to Articles are to articles in or to this Agreement unless otherwise specified therein. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The words "include", "including" and "among other things" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases or words of like import.
- c) References in this Agreement to any document or agreement shall be deemed to include references to such document or agreement as amended, varied, restated, supplemented or replaced from time to time in accordance with the terms thereof and to include any letters of the parties executed in connection therewith, except as otherwise provided in this Agreement.
- d) The headings of the several Articles and sub-clauses of this Agreement are intended for convenience only and shall not in any way affect the meaning or construction of any provision therein.
- e) The ANNEXURE and schedules of this agreement shall be deemed and construed as part of the operative portion of the agreement as if incorporated in verbatim.

ARTICLE 2

SCOPE OF SERVICES/TERMS OF REFERENCE

Detailed as per Annexure F.

ARTICLE 3

PAYMENT AND PAYMENT TERMS

Detailed as per payment clause

3.1 In consideration of the performance of the contract, NIA shall pay the Bidder fee of Rupees..... plus, GST for which Bidder's services have been taken.

3.2 The stages and other terms of Payment of Fees **are as under:**

- a) The fee quoted shall state the fee and taxes applicable with present rate (Taxes applicable will be paid as per rate prevailing at the time of actual payment). All out of pocket expenses, travelling, boarding, accommodation and lodging expenses which may be incurred by the Bidder and/or its officials in connection with the Contract shall be borne and payable by the Bidder alone and NIA shall not be bound to make payment of any amounts in this regard to the Bidder.

- b) Payment will be made after deducting tax deductible at source as per applicable tax laws.
- c) The Fees shall be subject to deduction of penalties if any, levied on the Bidder by NIA in accordance with the provisions of this Agreement. All payment of Fees shall be made after deduction of the applicable taxes if any and payment shall be made in Indian Rupees only.
- d) Amounts/ Fees payable to the Bidder as mentioned above shall not be liable for upward revision during the Term of this Agreement irrespective of reasons whatsoever including, increase or imposition of new taxes, duties, levies, Octroi, charges etc. All undisputed payments shall be made by NIA by direct credit to the Bidder's Account Number _____ GSTS Code No. _____ with _____ Branch of _____ Bank, through NEFT/RTGS payment mode, within 15 working days of the date on which the payments fall due. In respect of an undisputed invoice or within 15 days of receipt of undisputed invoice, whichever is later.

- e) Notwithstanding anything contained in this Agreement or the RFP where the Bidders are liable to pay any amount to NIA, on account of penalties under this agreement or on account of discrepancies in the invoices, invocation of indemnity by NIA, for third party claims, statutory dues or for any other reason NIA shall without prejudice to its other rights be within rights to adjust such amounts from the Fees payable to the Bidder and raise a demand on the Bidder for the balance amount if any and the Bidder shall pay such amount to NIA within 10 working days of receipt of such demand.

3.3 Penalty/ Liquidated Damages:

Any delay or deviation by the Bidder due to reasons attributable to the Bidder, from the timelines mentioned in **ARTICLE 2** of this Agreement, shall attract liquidated damages/penalty as mentioned in the Penalty Clause as per Annexure D of the RFP document. The Bidder shall promptly pay the same to NIA. NIA shall be within its right to deduct such amounts from the fee payable to the Bidder. In such cases, NIA shall also have the right to terminate the contract in addition to invoking the performance guarantee at the discretion of NIA.

3.4 Performance Guarantee

The Bidder shall submit a Performance Bank guarantee for an amount equivalent to 10% of the Order being Rs..... (Rupees.....only) within 15 days valid upto end of the contract, from the date of acceptance which may be extended with mutual consultation, from any Scheduled Commercial Bank in India and acceptable to NIA towards performance of the contract. NIA shall be within its rights to invoke the performance guarantee without any notice to the Bidder, if the Bidder in the opinion of NIA has failed/fails to perform the assignments under the contract to the satisfaction of NIA, or in the event of NIA terminating the contract due to non-performance and/or unsatisfactory performance of the Bidder and/or the Bidder failing to pay the Penalty /Liquidated Damages payable to NIA.

3.5 Taxes and Duties

(a) The Bidder will be solely responsible for payment of all applicable Taxes, levies, charges, license fees (if any), royalties (if any) etc., that may be imposed by State/Central Government or any local body, payable as per the existing laws, in connection with the provision of Services by Bidder under this Contract. The NIA's liability is restricted to the payment of undisputed fees to the Bidder as stated in this agreement.

(b) The Bidder shall also be liable to pay all corporate tax, income tax and any other taxes that shall be levied on according to the laws and regulations applicable from time to time on the Fees paid to the Bidder. Only GST if applicable will be paid extra. No costs/expenses shall be payable by NIA for traveling (including local conveyance), boarding, lodging, out-of-pocket expenses, liaison, etc. during the validity of the contract.

(c) Wherever the laws and regulations require deduction of any Taxes at the source of payment, NIA shall be entitled to effect such deductions from the payment due to the Bidder and make remittance to the competent authority. A certificate evidencing such deductions shall be promptly provided by NIA to Bidder to this effect.

(d) The Bidder's staff, personnel and labour will be liable to pay personal income taxes in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Bidder shall perform such duties in regard to such deductions thereof as may be imposed on the Bidder by such laws

and regulations. The Bidder further undertakes to obtain such licenses, permit etc. renewal from time to time and it shall be solely responsible in the event of contravention of any Act, Laws or rules in this regard.

(e) The Bidder shall pay all the taxes, rates, charges, levies, claims whatsoever that may be imposed by State / Central Government or any local body for the said purposes and for employing such persons for the services and shall provide proof thereof as and when required by NIA.

ARTICLE 4

POWERS OF BIDDER AND OTHER OBLIGATION OF PARTIES

4.1 Powers:-

The Bidder shall exercise the powers, otherwise expressly prevented/prohibited by NIA, for executing the work enumerated in Terms of Reference as per Annexure F.

To present before Project Committee, on the latest developments/status of the work enumerated in Annexure F.

4.2 Rights and Obligations of Parties:

Apart from other rights and obligations mentioned elsewhere in this Agreement it is agreed by the parties the following: -

a) For the purpose of supervision, the Bidder agrees that the project will be under the charge of a competent Chartered Accountant (a Partner) who will be in constant charge of the said Project entrusted to the Bidder. The Bidder agrees to engage and retain at its own cost and expense, adequate number of competent staff for the execution of the Project. These staff depending upon the requirement (as determined by NIA at its sole discretion) should be available until the Project as entrusted to the Bidder is completed. Their appointment, dismissal, retrenchment, the condition of services and the rate of remuneration will be determined by the Bidder and shall be at the Bidder's entire discretion and the said staff at all times shall work under the orders and sole control of the Bidder. NIA shall, however, have the right to direct the Bidder without assigning any reasons to remove any staffs that is/are considered by NIA as undesirable, which shall be complied by the Bidder immediately and shall be substituted by the Bidder with employee of equal experience. The staff of the Bidder will work in cooperation with NIA staff and carry out their instructions.

b) NIA may also maintain, depute its own employees, Bidders etc. to oversee the work of Bidder and for overall management of Project.

c) The Bidder shall perform its duties under these presents and will do everything in its power and authority to ensure the completion of the said Project according to the specifications and in given time schedule.

d) The Bidder shall promptly notify NIA of any changes in the constitution of its firm/Bidder. It shall be open to NIA to terminate the agreement on the death, retirement, insanity or insolvency of any person/s being director/s or partner/s in the said Bidder/firm, or on the addition or introduction of a new partner/Director without the previous approval in writing of NIA or in the event of any dispute between the Partners/Directors of the Bidder. In case of such termination aforesaid, Bidder shall be liable for all the accrued liability of NIA. But in absence of and until its termination by NIA as aforesaid, this agreement shall continue to be of full force and effect notwithstanding any changes in the constitution of the firm, by death, retirement, insanity or insolvency of any of its partners or the addition or introduction of any new partner. In case of retirement/death, the surviving or remaining partners of the firm shall be jointly and severally liable for the due and satisfactory performance of the terms and conditions of the agreement.

e) The Bidder agrees to perform its duties as stated in this agreement so as to cause the completion of the work as proposed and of other work as may be entrusted to it and everything necessary render the same according to the contract. The extension of the time limit if any, given by Govt, will have no consequential effects on the Bidder's time schedule in respect of work to be completed till then.

f) It is agreed that NIA and the Bidder shall work jointly as a team in good spirit in the best possible manner to complete the work as mentioned in Annexure F within the stipulated time. NIA shall have right to oversee; differ with the Bidder's opinion without affecting the NIA's interest. However, in the event of any dispute arising out due to difference between the opinion of the Bidder and NIA, the decision of the NIA's General Manager in charge of Finance & Accounts Dept. shall be final and binding on the Bidder.

g) In case the Bidder is required to go out of Mumbai for proper discharge of any of its duties enumerated herein then it will be without any extra charge of fees. Reasonable expenses in this regard will be reimbursed.

h) In case of any differences in opinions by the Statutory Central Auditors/ Direct Tax authorities/Government Auditors arising at any point of time on the said engagement, the Bidder shall assist NIA from time to time by drafting suitable replies and protect the interest of NIA.

ARTICLE 5

REPRESENTATION & WARRANTIES BY THE BIDDER

5.1 The Bidder hereby agrees, declares and warrants that:

a) The Bidder has the necessary capacity, expertise and infrastructure etc. to provide professional services of a high standard of its profession to the best of its ability and to the satisfaction of NIA;

b) The Bidder shall not give or take discounts, commissions, gifts or other inducements for the introduction of Clients/outsiders dealing with the said Project;

c) The Bidder shall act with fairness and impartiality when administering the said Project and maintain a high standard of integrity;

d) The Deliverables & Services shall be provided by the Bidder in a highly professional and competent manner in accordance with the professional standards in industry, and shall meet the descriptions, specifications and the performance standards stated in this Agreement.

e) The Bidder has all the permissions, licenses, authorities whatever required from the appropriate Government, Statutory/Regulatory authorities to render the Service stated herein to NIA.

f) If the Bidder is a Company/Firm, the Bidder shall not affect any change in its constitution which includes reconstitution of the Bidder, mergers, reverse mergers, acquisition and amalgamations during the currency of the Contract period without prior written permission of NIA,

g) The Bidder is duly incorporated, registered, validly existing and in good standing as per the laws of India.

h) The Bidder has the power and authority to enter into this Agreement and perform its obligations hereunder. The execution, delivery and performance of this Agreement by the Bidder and the performance of its obligations hereunder have been duly authorized and approved by all necessary actions and no other action on the part the Bidder is necessary to authorize the execution, delivery and performance of this Agreement.

i) The execution, delivery and performance of this Agreement by the Bidder: -

I. Will not violate or contravene any provision of its constitutional documents;

II. Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;

III. Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other statutory/regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;

IV. No representation or warranty by the Bidder in this Agreement, and no document furnished or to be furnished to NIA, in connection herewith or with the transactions/obligations contemplated hereby, contains or will contain, to the reasonable knowledge of the Bidder, any untrue or misleading statement or omits or will omit any material fact. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of the Bidder and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions/obligations contemplated in these presents.

ARTICLE- 6

TERMS & TERMINATION OF AGREEMENT

6.1 This agreement shall commence from the date of its execution and shall remain valid till unless it is terminated as per the provisions of this RFP.

6.2 NIA shall be within its right at its sole discretion to terminate this agreement without giving any notice in the event of: -

- i. Closure of the business by the Bidder, any winding up proceedings are commenced/initiated against the Bidder or if in the case of a partnership firm, if the firm is dissolved or in the event of death or resignation of one or more partners or reorganization of the firm and/or;
- ii. In case there is any change in the constitution of the Bidder / firm of the Bidder for any reason whatsoever and/or;
- iii. The Bidder fails to perform its duties and obligations under this agreement to the satisfaction of the NIA and/or
- iv. In the event of dispute between the Partners/ Directors of the Bidder.

6.3 NIA shall also be within its right to terminate this agreement by giving 30 days" notice in writing and without assigning any reasons to the Bidder.

6.4 The Bidder shall not terminate this agreement unless there is failure on the part of NIA to make payment of any undisputed fees to the Bidder after serving a notice of 60 days to NIA.

6.5 Even after the termination of the contract the Bidder shall remain liable and shall be responsible in respect of the work executed before the termination of the Bidder's appointment and consequences thereof. No additional fees will be paid by NIA for this to the Bidder.

ARTICLE-7

INDEMNITY

7.1 The Bidder does hereby Indemnify NIA, and shall keep indemnified and hold NIA harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) and also relating to, resulting from or in any way arising out of any claim, suit or proceeding brought against NIA including by a third party as a result of:

- a) An act or omission of the Bidder, its employees, its agents, subcontractors in the performance of the obligations of the Bidder under this Agreement and/ or
- b) Claims against NIA and/or any legal proceedings made by employees or other persons who are deployed by the Bidder and/or by any statutory/regulatory/ govt. authority and/ or
- c) Breach of any of the material term of this Agreement or breach of any representation or warranty of the Bidder under this Agreement, or

d) Violation of the Confidentiality obligations by the Bidder and/or its officials/employees or any other person employed by them in connection with the services under this agreement.

7.2 The provisions of this Article shall survive notwithstanding the expiration or termination of this Agreement for any reason whatsoever.

ARTICLE 8

CONFIDENTIALITY

a) The Bidder acknowledges that in the course of performing their obligations under this Agreement, the Bidder shall be exposed to or acquire Confidential Information of NIA or its constituents. The Bidder understands and acknowledges that it will be given access to such Confidential Information solely as a consequence of and pursuant to this Agreement.

b) The Bidder will, at all times, maintain confidentiality of the Confidential Information and of this Agreement, Information of NIA including of the NIA's Customer, any business, technical, financial information / data or any other information disclosed or accessible to the Bidder for this project whether at the time of disclosure, designated in writing as confidential or not.

c) The Bidder agrees to keep in confidence and not disclose to any third party and all Confidential Information available to the Bidder and whether such information is given in writing or oral or visual, and whether such writing is marked to indicate the claims of ownership and/or secrecy or otherwise. The Bidder agrees that it shall not use, nor reproduce for use in any way, any Confidential Information of NIA except to the extent required to fulfill its obligations under the Agreement. The Bidder agrees to protect the Confidential Information of NIA with at least the same standard of care and procedures used by to protect its own Confidential Information of similar importance but at all times using at least a reasonable degree of care.

d) The Bidder shall also ensure that its officials/employees and if Bidder is permitted by NIA in writing to assign, delegate or hire another person to assist it in the performance of its obligations under this Agreement, such person also shall maintain the confidentiality of the Confidential Information in the same manner as the Bidder is bound to maintain the confidentiality.

e) The provisions of this Article shall survive notwithstanding the expiration or termination of this Agreement for any reason whatsoever. For the purpose of this agreement Confidential information of NIA shall mean and include all non-public information, of NIA including details of the NIA's Critical Assets held by NIA which is accessible by or is available to the Bidder, and in writing whether in graphic, visual or any other tangible, intangible or electronic form including, without limitation, Customer Data, NIA's Data any and all information relating to the NIA's Customers, the Software and Hardware Vendors and/or its client's (whether past, present, or future), financial data, financial results and projections, employees (past, present or prospective), technologies, technical and business strategies, computer programs, software tools, source codes, object codes, protocols, product descriptions, trade secrets or know how, customer information and Intellectual Property Rights as well as any such information not generally known to third parties, that the Bidder is reasonably expected to treat as confidential. It is clarified that all non-public data residing on the NIA's existing system shall be treated as Confidential Information for the purposes of this Agreement.

ARTICLE 9

RENEWAL

This agreement may be renewed for a period of 2 years with increase in fees mutually agreed upon but not exceeding 5% per annum of the fees quoted in the commercial bid as per annexure G of the RFP document

ARTICLE 10

MISCELLANEOUS

Notices

a) Any notice and other communications provided for in this Agreement shall be in writing and shall be first transmitted by registered post with acknowledgement due or by a reputed courier service, by e-mail, in the manner as elected by the Party giving such notice.

In case of notices to NIACL:

Department: The New India Assurance Co. Ltd, Corporate Finance and Accounts Department – Direct Tax Dept

Address: 5th Floor, New India Building, Mahatma Gandhi Road, Fort, Mumbai – 400001

Phone Number: 022-71849465

E Mail: ho.taxation@newindia.co.in

For attention of: Mr. Nand Bhushan Mani Chief Manager,

In case of notices to Bidder:

.....

.....

b) All notices shall be deemed to have been validly given if sent to the registered office address and on (i) the business date immediately after the date of transmission with confirmed answer back, if sent by E-mail (ii) the expiry of three days after posting if sent by registered post/courier, or (iii) the business date of receipt, if sent by ordinary post.

c) Any Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to the other not less than fifteen days' prior written notice.

Entire Agreement

This Agreement together with the RFP and Letter of engagement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes prior negotiations, representations, or agreements, either written or oral. Should there be a provision, obligation or a condition contained in the RFP and/or the Letter of engagement which are not included in this agreement, such provision, obligation or condition shall be deemed to be incorporated in this Agreement.

Publicity

Any publicity by the Bidder in which the name of NIA is to be used should be done only with the explicit prior written permission of NIA. NIA shall be entitled to impose such conditions or restrictions in relation to the manner of use of the name of NIA in any publicity material used by the Bidder.

Waiver

No failure or delay on the part of NIA relating to the exercise of any right, power, privilege or remedy provided under this Agreement shall operate as a waiver of such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by the Bidder nor shall any single or partial exercise of any right, power, privilege or remedy preclude any other or further exercise of such or any other right, power, privilege or remedy provided in this Agreement all of which, unless expressly stated otherwise, are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to NIA at law or in equity.

Violation of terms

The Bidder agrees that NIA shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this Agreement. These injunctive remedies are cumulative and are

in addition to any other rights and remedies NIA may have at law or in equity, including without limitation a right for recovery of the amounts due under this Agreement and related costs and a right for damages.

Force Majeure

Should either party be prevented from performing any of its responsibilities (as mentioned in the agreement) by reasons caused by an act of God or any cause beyond its reasonable control, the time for performance shall be extended until the operation or such cause has ceased. If a Force Majeure situation arises, the Bidder shall promptly notify NIA in writing of such conditions and the cause thereof within 10 calendar days. Unless otherwise directed by NIA in writing, the Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of 1 week, NIA shall be within its right to terminate the Contract and the decision of NIA shall be final and binding on the Bidder in this regard. Under such circumstances, NIA shall be required to pay the Bidder only such amounts as due to it on account of completed items. The Bidder shall not be liable for any loss, damage or claims under this Agreement for termination due to Force Majeure clause.

Transfer of Interests

- a) The Bidder shall not assign or transfer its duties and obligations under this agreement, without the prior written consent of NIA.
- b) If the Bidder is a partnership firm or a company, no change in the constitution of Board of Directors/partners of the Bidder/firm shall be made without the prior written approval of NIA.

No Agency

- i. The Bidder shall perform its obligations under this Agreement as an independent contractor. Neither this Agreement nor the Bidder's performance of obligations under this Agreement thereunder shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between NIA and the Bidder or its employees and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other party.
- ii. The Bidder shall solely be responsible for all wages and payments (including any statutory payments) to its employees and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of NIA, nor seek to be treated as employees of NIA for any purpose. Bidder shall be liable to make all payments to its employees including salary and other allowances and for any kind of income, taxes or benefits. The Bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner. The Bidder also represents that it has taken all necessary permissions/registrations under the laws in force including the Contract Labour Regulation Act for employing the people and further undertakes to make all statutory payments to competent authorities required to be made in connection with its employees / personnel engaged.
- iii. NIA shall have no liability whatsoever for any loss of life/injury to Bidder's partners, directors, Bidders, employees, agents or representatives suffered while on duty or in the NIA premises or anywhere else and including, without limitation of liability or any damages suffered which results from the malfunction of any equipment in the premises. All such claims shall be settled by Bidder itself. In the interest of Bidder, the Bidder shall take suitable insurance cover for the risks associated with this project.

Amendments

No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by both Parties.

Counterparts

This Agreement may be signed in two counterparts, each of which is an original and both of which, taken together, constitutes one and the same instrument.

Severability

- a. If any of the provisions of this Agreement may be construed in more than one way, the interpretation, which would render the provision legal or otherwise enforceable, shall be accepted.
- b. In the event any Court or other government authority shall determine any provisions in this Agreement is not enforceable as written, the Parties agree that the provision shall be amended so that it is enforceable to the fullest extent permissible under the laws and public policies of the jurisdiction in which enforcement is sought, and affords the Parties the same basic rights and obligations and has the same economic effect as prior to amendment.
- c. In the event that any of the provisions of this Agreement shall be found to be void, but would be valid if some part thereof was deleted or the scope, period or area of application were reduced, then parties shall on mutual consent in writing agree that such provision shall apply with the deletion of such words or such reduction of scope, period or area of application as may be required to make such provisions valid and effective; provided however, that on the revocation, removal or diminution of the law or provisions, as the case may be, by virtue of which such provisions contained in this Agreement were limited as provided hereinabove, the original provisions would stand renewed and be effective to their original extent, as if they had not been limited by the law or provisions revoked. Notwithstanding the limitation of this provision by any law for the time being in force, the Parties undertake to, at all times observe and be bound by the spirit of this Agreement.

Arbitration

- i. If any dispute, difference or disagreement shall at any time arise between the Bidder and NIA as to the interpretation of this agreement or concerning anything herein contained or arising out of this agreement or as to the rights, liabilities and duties of the said parties hereunder, or as to the execution of the said Project, except in respect of the matters for which it is provided herein that the decision of NIA shall be final and binding on Project Bidder, the same shall be referred to the General Manager & Financial Advisor for settlement. In case the dispute / disagreement continues, the matter shall be referred to the Arbitration and final decision of the Mumbai based sole Arbitrator to be appointed by the both the parties after adopting and following the fast track procedure as laid down in Section 29 B of the Arbitration and Conciliation Act 1996.
- ii. The work under the contract shall, however, has to continue during the Arbitration proceedings or otherwise. No payment due or payable to the Bidder shall be withheld on account of such proceedings except the disputed payment of fees on account of other provisions in this agreement.
- iii. The fees, if any, of the Arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties.
- iv. Arbitration proceedings shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

Expenses & Stamp Duty

All the expenses including stamp duty, levies and other monies payable in connection with the execution of this Agreement shall be borne by the Bidder. This agreement executed atthe day and year first written above.

For the BIDDERS

(SHRI

NAME:

OFFICE ADDRESS:

WITNESS: (1) WITNESS: (2)

NAME: NAME:
ADDRESS: ADDRESS:

FOR NIA

THE NEW INDIA ASSURANCE CO. LTD.,
CORPORATE FINANCE AND ACCOUNTS DEPARTMENT,
5TH FLOOR NEW INDIA BUILDING,
MAHATMA GANDHI ROAD, FORT,
MUMBAI – 400001

WITNESS : (1) WITNESS : (2)

NAME : NAME :
ADDRESS : ADDRESS :



NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement entered into **Between** The New India Assurance Company Limited, a company incorporated and registered under the Companies Act, 1956 (1 of 1956) (1 of 1956), a company within the meaning of Section 2 (20) of the Companies Act, 2013 (18 of 2013) with Corporate Identity No. L66000MH1919GOI000526 and having its registered office at The New India Assurance Co. Ltd., New India Building, Mahatma Gandhi Road, Fort, Mumbai – 400001 (hereinafter called “NIA” which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors and assigns) of the ONE PART **And**[●] (*Name of Successful Bidder*) of [●] (*please specify the registered office of the Successful Bidder*) (hereinafter called “the Successful Bidder” which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors) of the OTHER PART; NIA and Successful Bidder wherever the context so permits, shall hereinafter collectively refer to as the “Parties” and individually as a “Party” WHEREAS NIA vide its RFP No. [●] dated [●] (RFP) had invited for the Bids from eligible Bidders for performing/delivering the Services. The Successful Bidder after going through the RFP and being interested to perform/deliver the Services participated in the bidding process and submitted its Bid. WHEREAS the Successful Bidder had represented that it is engaged in the business of providing the Services and has all the requisite skills, expertise, experience and necessary facilitates for providing/rendering/delivering the Service(s) to NIA. WHEREAS NIA based upon the representation and warranties made by the Successful Bidder had entered into an Agreement dated [●] (**the Contract**) for the performance/delivery of Services by the Successful Bidder. WHEREAS, the Successful Bidder is aware and confirms that the information, data, drawings and designs, and other documents made available in the RFP/ the Contract and thereafter regarding the Services as furnished by it in RFP or otherwise and all the Confidential Information under the RFP /the Contract is privileged and strictly confidential and/or proprietary to NIA. NOW THEREFORE, in consideration of the foregoing, the Successful Bidder agrees to all of the following conditions for grant of access to NIA’s property/information and other data.

It is hereby agreed as under:

The words and expressions not specifically defined shall have the same meanings as are respectively assigned to them in the RFP/the Contract.

a) The Parties agree that they shall hold in trust any Confidential Information received by either Party, under the Contract and the strictest of confidence shall be maintained in respect of such Confidential Information. The parties also agree and undertake to:

- (i) maintain and use the Confidential Information only for the purposes of the Contract and only as permitted herein;
- (ii) make copies as specifically authorized by the prior written consent of the other Party and with the same confidential or proprietary notices as may be printed or displayed on the original;
- (iii) restrict access and disclosure of confidential information to such of their employees, agents, vendors, and contractors strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
- (iv) treat Confidential Information as confidential even in the event of earlier termination of this Contract.

b) Confidential Information does not include information which:

- (i) the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
- (ii) is independently developed by the recipient without breach of the Contract;
- (iii) is in the public domain;
- (iv) is received from a third party not subject to the obligation of confidentiality with respect to such information;

(v) is released from confidentiality with the prior written consent of the other Party. The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient.

c) Notwithstanding the foregoing, the Parties acknowledge that the nature of the Services to be performed under the Contract may require the Successful Bidder's personnel to be present on premises of NIA or may require the Successful Bidder's personnel to have access to computer networks and databases of NIA while on or off premises of NIA. It is understood that it would be impractical for NIA to monitor all information made available to the Successful Bidder's personnel under such circumstances and to provide notice to the Successful Bidder's of the confidentiality of all such information. Therefore, the Successful Bidder agrees and undertakes that any technical or business or other information of NIA that the Successful Bidder's personnel, or agents acquire while on NIA's premises, or through access to NIA's computer systems or databases while on or off NIA's premises, shall be deemed Confidential Information.

d) Confidential Information shall at all times remain the sole and exclusive property of the disclosing Party. Upon termination of the Contract, confidential information shall be returned to the disclosing Party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the Parties. Nothing contained herein shall in any manner impair or affect rights of NIA in respect of the Confidential Information.

e) In the event that any of the Parties hereto becomes legally compelled to disclose any Confidential Information, such Party shall give sufficient notice to the other Party to enable the other Party to prevent or minimize to the extent possible, such disclosure. Neither Party shall disclose to a third Party any Confidential Information or the contents of this Contract without the prior written consent of the other Party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving party applies to its own similar confidential information but in no event less than reasonable care. The obligations of this clause shall survive the expiration, cancellation or termination of the Contract.

f) Reverse Engineering (*to be retained, if applicable*)

The Successful Bidder acknowledges that during the course of performance of Services/its obligations under the Contract/RFP, it may get an access to the software(s) owned by /licensed to NIA. Successful Bidder warrants that it shall use such software only for the purpose of the Contract/this RFP and shall not do the following:

- (i) reverse engineer, decompile, decode, decrypt, disassemble, or in any way derive its source code;
- (ii) modify, translate, adapt, alter, or create derivative works from it;
- (iii) copy, distribute, publicly display, transmit, sell, rent, lease or otherwise exploit it; or
- (iv) distribute, sublicense, rent, lease, loan it to any third party

g) The provisions hereunder shall survive termination of the Contract.

Authorised Signatory :

Name :

Designation :

Office Seal :

Place :

Date :

Accepted –

NIA

Annexure K

GUARANTEE FOR PERFORMANCE OF CONTRACT

THIS GUARANTEE AGREEMENT executed at _____ this _____ day of _____ Two Thousand twenty three

BY :

_____, (bank), a body corporate constituted under _____, having its Registered Office/ Head Office at _____, and a Branch Office at _____

(hereinafter referred to as "**the Guarantor**", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns)

IN FAVOUR OF:

THE NEW INDIA ASSURANCE COMPANY LIMITED, a company registered under the Companies Act, 1956 (1 of 1956) and having its registered office at The New India Assurance Company Limited, New India Building, Mahatma Gandhi Road, Fort, Mumbai – 400001 (hereinafter referred to as "**The New India Assurance Company Limited**" which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns),

WHEREAS, NIA, vide its RFP No. [¶] dated [¶] (RFP), had called for the bids for engagement of Bidder to implement [¶] and for the purposes M/s. [¶] have been appointed as the Bidder (hereinafter referred to as "Successful Bidder"). The Successful Bidder has entered into Agreement on [¶] (**the Contract**) with NIA, subject to the terms, conditions, covenants, provisions and stipulation contained therein.

AND WHEREAS pursuant to RFP, the Contract, ANNEXURE, Schedule, Forms and the other related documents (hereinafter collectively referred to as "**the said documents**", NIA has agreed to avail from M/s [¶] and M/s. [¶] has agreed to provide to NIA [¶] (*please mention the services obtained from bidder*), more particularly described in the said documents (hereinafter collectively referred to as "**the Services**"), subject to payment of the contract price as stated in the said documents (**the Contract Price**) and also subject to the terms, conditions, covenants, provisions and stipulations contained the said documents.

AND WHEREAS the Successful Bidder has duly signed the said documents.

AND WHEREAS in terms of the said documents, the Successful Bidder has agreed to provide the Services and to procure an unconditional and irrevocable performance bank guarantee, in favor of NIA, from a bank acceptable to NIA for securing [¶] towards the faithful observance and performance by the Successful Bidder of the terms, conditions, covenants, stipulations, provisions of the said documents.

AND WHEREAS at the request of the Successful Bidder, the Guarantor has agreed to guarantee the NIA, payment of the [¶] % of the Contract Price amounting to [¶] (*in words*) towards faithful observance and performance by the Successful Bidder of the terms of the said document

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS:

The words and expressions not specifically defined shall have the same meaning as are respectively assigned to them in the RFP

1. The Guarantor hereby guarantees and undertakes to pay, on demand, to NIA at its office at Mumbai forthwith an amount of Rs[¶] or any part thereof, as the case may be, as aforesaid due to NIA from the Successful Bidder, towards any loss, costs, damages, etc. suffered by NIA on account of default of the Successful Bidder in the faithful observance and performance of the terms, conditions, covenants, stipulations, provisions of the said documents, without any demur, reservation, contest, recourse or protest or without any reference to the Successful Bidder. Any such demand or claim made by NIA, on the Guarantor shall be final, conclusive and

binding notwithstanding any difference or any dispute between NIA and the Successful Bidder or any dispute between NIA and the Successful Bidder pending before any Court, Tribunal, Arbitrator, or any other authority.

2. The Guarantor agrees and undertakes not to revoke this Guarantee during the currency of these presents/the said documents, without the previous written consent of NIA and further agrees that the Guarantee herein contained shall continue to be enforceable until and unless it is discharged earlier by NIA, in writing.

3. NIA shall be the sole judge to decide whether the Successful Bidder has failed to observe the terms and conditions of the said documents and on account of the said failure what amount has become payable by the Successful Bidder to NIA under this Guarantee. The decision of NIA in this behalf shall be final, conclusive and binding on the Guarantor and the Guarantor shall not be entitled to require NIA to establish its claim under this Guarantee and shall pay the sums demanded without any objection, whatsoever.

4. The liability of the Guarantor, under this Guarantee shall not be affected by

- (a) Any change in the constitution or winding up of the Successful Bidder or any absorption, merger or
- (b) Amalgamation of the Successful Bidder with any other company, corporation or Concern; or
- (c) Any change in the management of the Successful Bidder or takeover of the management of the Successful Bidder by the Government or by any other authority; or
- (d) Acquisition or rationalization of the Successful Bidder and /or of any of its undertaking(s) pursuant to any law; or
- (e) Any change in the constitution of NIA / Successful Bidder; or
- (f) Any change in the setup of the Guarantor which may be by way of change in the constitution,
- (g) Winding up, voluntary or otherwise, absorption, merger or amalgamation or otherwise; or the absence or deficiency of powers on the part of the Guarantor to give Guarantees and / or Indemnities or any irregularity in the exercise of such powers.
- (h) Any variance in the terms and conditions of the said documents.

5. NIA shall be at liberty to make any modification or otherwise vary or alter the said terms & conditions and / or rules or regulations concerning the said documents and the same will not in any way discharge or otherwise vitiate or affect this Guarantee. However, the liability of the Guarantor shall not exceed the guaranteed amount of Rs. [₹] at any point of time.

6. Any act or omission, time or indulgence granted by NIA to the Successful Bidder and / or Guarantor if any will also not discharge this Guarantee or otherwise vitiate or affect or prejudice this Guarantee. Notwithstanding anything to the contrary contained herein, and / or any indulgence shown by NIA, the Guarantee hereby furnished shall remain in full force and effect until the ultimate balance of the entire dues of NIA being Rs [•] under this Guarantee as aforesaid have been paid in full.

7. The Guarantor shall on demand make the payment without set-off and free and clear of any deductions, charges, fees, or withholding of any nature presently or in the future imposed, levied, collected, withheld or assessed by the Government or any political subdivision or authority and therein and thereof.

8. The Guarantor confirms that a mere letter from NIA under the signature of its Authorized Signatory that there has been a default/failure on the part of the successful bidder in faithfully observing and performing the terms, conditions, covenants, stipulations, provisions, of the Agreement/ the said documents, shall without any other or further proof be final, conclusive and binding on the Guarantor.

9. This Guarantee will expire on [₹] (validity period). However, any demand or claim under this Guarantee must be received by the Guarantor within a period of 90 days (claim period) after the expiry of the validity period and if no such demand or claim has been received by the Guarantor within 90 days after the expiry of the validity period, then all the rights of the NIA under this Guarantee shall cease.

10. The Guarantor hereby agree and undertake to extend the validity period of this guarantee for a further period as decided by NIA when such request is received at least 15 days before the expiry of validity period of the Guaranteee.

11. This Guarantee shall be binding upon us and successors –in -interest and shall be irrevocable.

12. For all purposes connected with this Guarantee and in respect of all disputes and differences under or in respect of these presents or arising therefrom, the courts of [] shall alone have jurisdiction to the exclusion of all other courts. IN WITNESS WHEREOF the Guarantor has caused these presents to be executed on the day, month and year first herein above written as hereinafter appearing.

SIGNED AND DELIVERED BY
the within named Guarantor,

by the hand of Shri. _____,
its authorised official.



ANNEXURE L

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/ Consultant".

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 Consultant(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)/ Consultants(s) which term shall include Vendor(s)/Agency(ies)/Sub-Consultant (s) if any, etc.

- 1) The Bidder(s)/ Consultant(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)/ Consultant(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)/ Consultant (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)/ Consultant(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Consultant(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)/Consultant(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Consultant(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)/ Consultant(s). Further, as mentioned in the Guidelines all the Payments made to the Indian agent/ representative have to be in Indian Rupees only. The “Guidelines on Indian Agents of Foreign Suppliers” is placed at page nos. 6-7.
- v) The Bidder(s)/ Consultant(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents or any other intermediaries in connection with the award of the contract.
- vi) The Bidder(s)/ Consultant(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)/Consultant(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)/Consultant(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 Consultant 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 five 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

- 1) The Bidder(s)/ Consultant(s) undertake(s) to demand from his partners, employees etc involved in this project 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 Consultants.

- 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)

If the Principal obtains knowledge of conduct of a Bidder, or of an employee or a representative or an associate of a Bidder, 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 may appoint 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/Consultants as confidential. He reports to the Chairman cum Managing Director, NIACL.

- 3) The Bidder(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Consultant. The Consultant will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder(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 Bidder. 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 Selected Bidder 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 Consultant 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)

(Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address)

(For & On behalf of Bidder)

(Office Seal)

Witness 2:

(Name & Address)

Annexure M
(To be furnished in the company's letter head)

AUTHORIZATION LETTER FORMAT

Date:

To,
Chief Manager
Corporate Finance and Accounts Department (Direct Tax)
The New India Assurance Company Limited
Head Office
87 MG Road, FORT, Mumbai-400001.

Subject: Authorization Letter for attending the Bid Opening

Dear Sir/Madam,

This has reference to your RFP No _____ for engagement of Direct Tax Consultant, Mr./Miss/Ms. _____ is hereby authorized to represent and attend the bid opening of the above RFP.

Dated _____ on _____ on behalf of our organization.

Specimen Signature of Representative

The specimen signature is attested below:

Signature of Authorizing Authority
Name of Authorizing Authority

Signature of Attesting Authority
Name of Attesting Authority

Annexure N
PROPOSAL FORM
(To be included in Technical Proposal Envelope)

Date:

To,
Chief Manager
Corporate Finance and Accounts Department (Direct Tax)
The New India Assurance Company Limited
Head Office
87 MG Road, FORT, Mumbai-400001.

Dear Sir,

Request For Proposal

Sub: "RFP-For Engagement of for the engagement of Direct tax consultant in accordance with your RFP dated

Having examined the RFP Document, we, the undersigned, offer our services to provide consultancy as the Direct Tax consultant in the company in conformity with the requirements mentioned in said RFP documents.

We undertake, if our bid / Proposal is accepted, to carry out the work as per the scope of work, deliverables and in accordance with the time frames specified in the RFP document as well as on the payment terms mentioned therein.

We confirm that the information submitted by us in our Bid/Proposal is true and correct. We agree to abide by the Bid/ Proposal.

We hereby acknowledge and unconditionally accept that NIACL may on its absolute discretion apply whatever criteria deemed appropriate in short listing and selection of the consultants.

We declare that we have not made any alterations/changes whatsoever in the RFP document and we are fully aware that in the event of any change, the RFP document maintained at NIACL will be treated as authentic and binding and the Bid/Proposal submitted by us will be liable to be rejected by NIACL in the event of any alteration made in the RFP document.

We certify that there has been no conviction by a Court of Law or contemplated by court for misconduct, guilty or indictment/adverse order by a regulatory authority for an offence against us or any of our sisters concern or Partners/ Employees and if it arises we will intimate NIACL of the same.

We undertake that, in competing for and, if the award is made to us, in executing the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988".

We understand that you are not bound to accept the lowest, or any other Proposal, you may receive.

Dated this day of 2023

(Signature)

(In the capacity of) Duly authorized to sign
Proposal for and on behalf of

Annexure O
(To be furnished in the company's letter head)

Commercial Offer

(To be submitted in sealed envelope)

Date:

To,
Chief Manager
Corporate Finance and Accounts Department (Direct Tax)
The New India Assurance Company Limited
Head Office
87 MG Road, FORT, Mumbai-400001.

Dear Sir/Madam,

We the undersigned offer to provide our services as the Direct Tax Consultant in accordance with your RFP dated _____.

We undertake to deliver all deliverables as laid out in the RFP and agree to abide by the terms and conditions of RFP.

Our Commercial offer shall be binding upon us and the same is also subject to modification resulting from contract negotiations, up to expiration of the validity period ninety (90) days of the proposal.

Yours faithfully,

(Name & designation, seal of the firm)

Encl: Commercial offer in sealed envelope.