

GENERAL INSURANCE CORPORATION OF INDIA
(A Government of India Company)



भारतीय साधारण बीमा निगम

RFP for Empanelment of Advertising Agencies for a period of Three Years
(2024 - 2027)

Ref No: - GIC-HO/CCOM/RFP-CPPP/23/2024-25

Date: 05th July 2024

Submission on or before:- 26th July 2024

(CORPORATE COMMUNICATIONS DEPARTMENT)

"Suraksha", 170 J. Tata Road,
Churchgate, Mumbai 400 020

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IMPORTANT DATES:

Event / Activity	Date / Time / Place
Release of RFP	05/07/2024
Last date and time of submission of queries	19/07/2024, Time: 15:00
Last Date and time for Submission of Bids	26/07/2024 by 12:00 Hours
Opening of Technical Bids.	29/07/2024, Time: 15:00
Presentation by shortlisted bidders	09/08/2024

*Queries are to be submitted at **E-mail:** corpcomm@gicre.in Clarifications on queries will be given via e-mail after last date of receipt of queries.

SECTION – I

1.INTRODUCTION:

General Insurance Corporation of India (hereinafter referred to as 'GIC Re' or 'Corporation') has been catering to the needs of Indian General Insurance Industry for the past four decades. GIC Re is currently the designated "*Indian Reinsurer*" in the domestic market .

GIC Re aspires to create worldwide Brand recognition and to reach out/attract attention of maximum number of existing, prospective Clients & Stakeholders and inform them about its Reinsurance business & services. Accordingly, GIC Re desires to use the services of Advertising Agencies for smooth flow of Advertisement and Publicity related works.

Keeping in view of above, GIC Re invites proposals from reputed and qualified Advertising Agencies for empanelment to the GIC Re's panel for rendering the services as mentioned herein as and when selected through a further selection process.

2.Broad Scope of Work: -

GIC Re invites proposals from eligible Advertising Agencies with the view of entering Empanelment of Advertising Agencies. The below mentioned are the broad categories of the Scope of Work of empanelled agencies. The Scope of Work shall include, but would not be limited to the following: -

- a) Suggestions/ preparation of plans for different communication campaigns from time to time.
- b) Creation of appropriate communication campaigns.
- c) Preparation of artwork for different communication campaigns.
- d) Preparation of artwork for prints advertisements, digital advertisements, hoardings, banners, poster and designing of all other outdoor media communication.
- e) Preparation of TVC, Radio Jingle and Corporate Film for the Corporation.

- f) Work related to advertisement in print, electronic media and in digital medium and other works which are part & parcel of Advertisement or incidental thereto.
- g) Designing of leaflets, annual reports, bulletins, inhouse journal, newsletters, brochures, booklets, coffee table book etc.
- h) Designing and releasing of advertisements classified/tender notices/ statutory ads/ recruitment ads etc.
- i) Organising events for the Corporation whenever required.
- j) Any other work related to corporate publicity, media campaign, preparation of media plan for Print & Electronic Media and Road Map for popularizing GIC Re as a Brand would also be forming part of the Scope of Work as decided from time to time.

3. REQUEST FOR PROPOSAL

This RFP (non-transferable) covering details of the objectives, eligibility and qualification criteria, data & documents required to be submitted, criteria that would be adopted for evaluation of Bids as well as other relevant information may be obtained by interested and eligible prospective bidders from CPPP (Central Public Procurement portal).

4. Objectives: -

- a) This RFP is drafted with an objective to invite applications from Advertising Agencies for empanelment with the Corporation, subject to fulfilling the eligibility criterion for carrying out work as detailed in 'Scope of Work' above.
- b) Once the responses to the RFP are received, the Corporation will start the evaluation process and finalize the panel of Advertising Agencies who will satisfy the Eligibility criteria.

5. Eligibility Criteria (All mandatory provisions): -

It is mandatory for all the agencies desirous of applying for the empanelment to ensure that they are fulfilling the eligibility criterions specified herein. The Agencies not found meeting out minimum eligible criterion will not be considered for further evaluations and/or for empanelment with the Corporation. Also, any empanelled Agency who ceases to fulfil the eligibility criteria at any time during empanelment shall be rejected and shall not be eligible to participate in further process for selection.

Sr.No	Eligibility Criteria
1	Total Average business turnover of the Agency in the last 3 consecutive financial years i.e. F.Y. 2021-22, 2022-23 and 2023-24 shall be minimum Rs.10 crores as per Audited Balance Sheets.
2	The Agency should be a registered legal entity having a Pan India presence with office at least in four major cities. (Mumbai, Delhi, Chennai and Kolkata).

3	The Agency should have full accreditation with Indian Newspaper Society (INS) as on date of RFP. (Self-attested declaration on your company letterhead).
4	The Agency should have valid PAN, GST & TAN Registration in India (Proof to be uploaded).
5	The Agency should have experience of at least 10 years of working on Advertising in the Financial sector mainly in Insurance/Reinsurance & Banking Industry with sufficient staff strength, with full back-office support of technical staff viz. creative director, visualizers, designers, copywriters, media planners etc.
6	The Agency should be an empaneled Advertising Agency currently for at least 5 Financial Institutions out of which 3 should be Public Sector Insurance/Reinsurance companies / Public sectors Banks. (Client's certificate or experience certificate should be Uploaded as per the format (Annexure-2)
6	The Agency should have full-fledged office in Mumbai.
7	The Agency shall have an independent creative and media planning team in Mumbai and facilities to plan & execute campaigns in all types of media viz. Newspapers, Magazines, TV, Radio, Digital/Social media, Outdoor, any other emerging media including print/digital etc.
8	The Agency should have the resources to handle multi-lingual publicity campaigns, with proficiency and proof-reading facilities in all major Indian Languages.
9	The Agency shall not have been blacklisted/debarred by any Central/State Government/Public Sector Undertakings/Public Sector Banks/RBI/ IBA/ Regulators/Statutory Body and the Agency should upload a Declaration-Cum-Certificate as per the format (Annexure-3).
10	The Agency shall not have been involved in any major litigation that may have an impact affecting or compromising the delivery of services required.
11	Agency should be a full-service agency offering various services including media buying services (either as an integral part of the agency or group company/subsidiary).
12	The Agencies who are presently or have been in the past empaneled in the Corporation/ worked as the Corporation's Advertising Agency, their past dealings with the Corporation must be to the satisfaction of the Corporation.

SECTION – II

1. GENERAL TERMS AND CONDITIONS

Sr.No	Particulars
1	Agencies will be empaneled for the period of three years, which may be further extended by two years . The empanelment of the Advertising Agencies will be reviewed Periodically, depending on satisfactory past performance of the Agencies.
2	The Corporation will have the right to remove any agency from the empaneled list without assigning any reason whatsoever and without any cost & compensation, therefore. GIC Re's decision in this regard shall be final & binding on all. GIC Re also reserves the right to modify the terms and conditions of empanelment/ this RFP for empaneled agencies.
3	The empaneled Advertising Agency is expected to maintain high level of professional ethics and will not act in any manner, which is detrimental to Corporation's interest. Agency will maintain confidentiality on matters disclosed till proper instruction is issued for publication. The Agency shall be liable for damages in case of any violation of the above.
4	The agency should be able to execute order at short notices and even on holidays.
5	For selection of artwork Commercial/ creative layouts etc., for print media or for preparation of TV commercial, GIC Re will invite concept from all empaneled agencies and release order will be given to an Agency as per extant policy of the Corporation.
6	Selection of artwork will be entirely at the Corporation's discretion and the Corporation will not pay charges for submission of artwork or preparation of TV commercial/ advertisements to any Agency. However, the Corporation will bear the cost of the production of the selected Artwork/ Advertisements/TV Commercials, etc.
7	Artwork/ Commercial/ creative layouts etc. once selected/ accepted for release and/or released by the Corporation will be the property of the Corporation and all rights for reproduction, editing and future use of the same shall be with GIC Re which it can use repeatedly in different media like print, outdoor, electronic, digital etc. without seeking permission from concerned advertising Agency and without paying any commission/fee /charges further to the cost of production already paid as per point 6 above. The only exception to the above can be if it has been otherwise stated explicitly & agreed by GIC Re at the time of the said acceptance/selection/release. Agency must provide original soft copy of open file to the Corporation. The agency can't use the concept, artwork, picture, film, jingle etc. for other clients once the Corporation selects it.
8	The Corporation reserves the right to make necessary modification to the selected concept, artwork, picture, film, jingle etc.
9	Applications received after deadline/due date & time or without prescribed documents will be rejected and no requests in this regard shall be entertained.

10	The Corporation reserves the right for rejection of any/all technical bid form/Applications or have empanelment done otherwise without assigning any reason whatsoever. All decisions taken by the Corporation would be final and no further representation in this regard will be entertained.
11	The empaneled Agency will be paid the expenses incurred by them during their services on the due submission of an itemized bill/Invoice. The price quoted in the Bill will be inclusive of GST or any other applicable taxes as may be applicable from time to time.
12	The Corporation may, without prejudice to any other remedy as may be available for breach of contract, by providing 15 days written notice to the Agency, terminate the contract in whole or in part, once any default is noticed. a) If the empaneled agency fails to deliver / undertake any or all of the services within the time period(s) specified in the contract / work schedule/request, or any extension thereof granted by the Corporation. b) If the empaneled agency fails to perform any other obligation(s) under this RFP/ the Contract /work schedule/request. In the event that the Corporation terminates the contract in whole or in part pursuant to the above, the Corporation reserves the right to get the remaining services executed by another Agency of its choice.
13	The empaneled agency shall abide by all relevant rules and regulations of the Government as issued from time to time and obtain all licenses, consents and permits, as may be required for the delivery / performance of the services from time to time as per Governing Law. Agency shall be responsible for adhering to norms of Advertising Standards Council of India (ASCI).Agency shall keep informed GIC Re about any change in accreditation status of the agency with INS, Doordarshan, AIR etc.
14	The agency shall at all times indemnify, hold harmless and keep indemnified GIC Re against all claims/damages etc., for any infringement of any Intellectual Property Rights (IPR)(including infringement of patent, copyright, trademark or industrial design, intellectual property rights arising from use of any design/model etc.,) while providing its Services under the RFP/ensuing Agreement and usage of the deliverables by GIC Re, including all defense costs, legal and court costs and expenses, court awarded damages/compensation, out of pocket expenses etc. The detailed obligations in this regard are set forth later in this RFP and in the Deed of Indemnity to be executed by the selected Bidder.
15	GIC Re reserves the unqualified right to disqualify such agencies who have fallen short of meeting contractual obligations against earlier contracts entered with GIC Re to the satisfaction of GIC Re.
16	GIC Re reserves the right to blacklist an agency for a suitable period in case the agency fails to honour its bid/ contract / work schedule/ request without sufficient grounds.
17	In case GIC Re desires the advertisement or other services to be published/ broadcasted in any regional languages, translation of advertisement text

	from English to regional languages shall be done by the agency free of cost and vice versa.
18	The Agencies should enter into an integrity Pact with GIC Re.

The bidders are advised to submit the bids strictly based on the terms and conditions and specifications contained in this RFP document including amendments, if any, issued by GIC Re prior to submission of bids. The formats prescribed in this RFP should be scrupulously followed by the bidders. If any bidders submit incomplete form or E-Tender/ bids or E-tenders/bids that do not comply with the terms and conditions of this RFP, their E-tenders/bids shall be summarily rejected. The Bidder must take due care and caution in this regard.

2. METHOD OF e-TENDER SUBMISSION:

- (1) The bidders are required to submit their respective details/data as per the instructions given herein below.
- (2) All bids are to be submitted online via CPP portal (hereinafter referred as bids/ e-tenders). No Bid shall be accepted off-line. The bids shall be submitted only “online” on or before the scheduled date and time of bid submission.
- (3) The bids received after the specified date & time for receipt of bids should not be considered.
- (4) **The Declaration cum certificate as per the Annexure 3** and undertaking as per the **Annexure – 4** shall be made on the letter head of the bidder’s company or firm, duly signed by authorized official along with the seal of body corporate or firm and shall be uploaded online.
- (5) Technical Bid form/ Application as per **Annexure 1** and other documents sought along with the technical bid should be on the letter head of the bidder’s company or firm, duly signed by authorized official along with the body corporates or firm seal.
- (6) A self-signed and stamped scanned copy of EMD deposit through NEFT/RTGS should be uploaded on the CPP portal. The RTGS/ NEFT transaction should have been done at least 2 days before the final submission of the bid.
- (7) After participating in the bid, the bidder need not send any documents (hard copy) to the tender inviting authority before opening of technical bid. If required, after opening of bid, the authenticity of the uploaded documents would be verified by the tender inviting authority. As such on request original documents should be produced failing which the bid/ e-tender is liable for rejection.

3. **Earnest Money Deposit (EMD):** -

All the bidders who are not eligible for EMD waiver should submit non-interest bearing EMD as calculated on total tender value (Rs.2,00,00,000/-) i.e. 2% of tender value = Rs.4,00,000.00/- should be made through **RTGS / NEFT** in account of **"General Insurance Corporation of India"** as per details given below: -

Sr. No.	Details of Bank Account	
1	Type of Account	Current
2	Account Number	000405135090
3	Name of the Bank	ICICI Bank Ltd.
4	Name of the Branch	Back bay Reclamation, Churchgate
5	Address of Branch	163, Ground floor, HT Parekh Marg near all India radio, back bay reclamation Churchgate mumbai 400020
6	MICR Code No.	400229002
7	IFSC Code No.	ICIC0000004

- (1) No previous dues of the bidder shall be adjusted towards the above transaction of EMD.
- (2) Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department are exempted from payment of EMD. For availing such exemption bidder must submit the current relevant valid certificate.
- (3) The bidder shall use a particular RTGS/NEFT transaction for one tender only otherwise their bid will be rejected.
- (4) The account from which the EMD amount is to be deposited/transferred should be in the name of bidder/authorized person of the firm who have digitally signed the bid.
- (5) Refund of EMD in respect of unsuccessful bidder will also be made to that specific account only from which the EMD was received.
- (6) The EMD will not carry any interest.

3.1 FORFEITURE OF EMD:

The EMD submitted by the bidder will be forfeited if the bidder –

1. Withdraws the bid after acceptance by GIC Re; or
 2. Withdraws the bid before the expiry of the validity period of the e-tender;
- or
3. Violates any of the provisions or the terms and conditions of the RFP/contract.
 4. In case of a successful bidder, if the bidder fails to enter into a Service Agreement or Deed of Indemnity/ NDA/ Integrity Pact in accordance with terms and conditions of the RFP.

3.2 REFUND OF EMD:

1. EMD is refundable to unsuccessful bidders within 30 days of completion of tender process i.e. declaration of successful bidder,

2. EMD of the successful bidder shall be refunded after execution of Service Agreement, Non-Disclosure Agreement, Integrity Pact, Deed of Indemnity) and/or such other document(s) as requested by GIC Re.

3. In case of rejection of e-tender / unsuccessful e-tender, the EMD will be refunded to the bidders after intimation of rejection of e-tender within 30 days of declaration of successful bidder.

4. OPENING OF BID :

The bidder should follow the schedule/time for the process as per the CPP portal , which shall be considered valid for all actions of bid preparation, bid submission, bid opening etc., at the CPP portal.

5. PROCEDURE FOR PROCESSING THE E-TENDER via CPP Portal:

GIC Re will formulate a technical committee(s) for making evaluation of Technical Bids received through CPP Portal. This Technical committee(s) will evaluate the technical bid submitted by the bidder and the agencies fulfilling the Eligibility Criteria will be shortlisted for making presentation. GIC Re reserves the right to accept or reject any technical bid without assigning any reason whatsoever. No correspondence will be entertained regarding the short listing and empanelment process.

The process of evaluation is detailed hereunder:

- All the technical bids (applications) will be evaluated based on “**Eligibility Criteria**”. GIC Re will short-list those agencies which are satisfying the eligibility criteria in all respects and declare the agencies which are technically qualified for further evaluation.
- The above short-listed agencies will be advised to make a presentation to the Technical Committee on their capabilities, experiences, etc and showcase their work done for other clients. These agencies will be given sufficient notice for this presentation. This presentation will include a strategy suggestion for GIC Re, outlining the agency’s understanding of the Corporation. The broad (indicative) evaluation criteria are as below:

Sr.	Criteria
1	Average Turnover for the last three financial year 2021-22,2022-23 and 2023-24
2	Recent creative work done for other Clients
3	The agency’s understanding of the needs of the Financial Sector
4	Recent Artworks designed by the Agency for other Financial Sector clients
5	Availability of Infrastructure Facilities
6	Empanelment with PSUs/PSBs/BFSI
7	Experience in Advertising Business/Awards won etc.
8	Media Buying Capabilities

Based on the above evaluation, the Technical Committee will assign marks to all the short-listed agencies and rank them accordingly. Based on a minimum qualifying mark fixed by the Corporation, at its discretion, the Corporation will further short-list agencies and these agencies will be called “Technically Qualified Agencies”.

The inclusion of Agencies in the GIC’s panel will not guarantee assignment of work/ any minimum quantum of work in a year and the empanelled / Qualified Agencies will have no right to make any claim whatsoever in that regard.

In case the successful bidder is not agreeable to signing the service level agreement/integrity pact/NDA/Indemnity Agreement/ or imposes any conditions not acceptable to the Corporation or communicates any changes from its stated responses in the RFP or presentation made to the Corporation which may not be acceptable to the Corporation, GIC Re on its sole discretion drop such Agency from empanelment. Here, it would be pertinent to mention that GIC Re shall be within its rights to stipulate such terms and conditions as it may deem fit, including the best practices to be followed by the Agencies.

This procedure is subject to changes and the procedure adopted by GIC Re for opening and processing the e-tender shall be final and binding on all the parties.

6. REJECTION OF e-TENDER:

The e-tender is liable to be rejected due to any of the following reasons: -

- a) If it is received after the expiry of the due date and time.
- b) If it is not accompanied by the requisite EMD payment.
- c) If it is not in conformity with the instructions mentioned herein.
- d) If it is incomplete or due to non-furnishing of required documents.
- e) If the bid is conditional.
- f) Any billing linked to GIC Re’s assets and/or revenue will disqualify the bidder.
- g) If there is canvassing/lobbying/influence regarding short listing, status etc. of any kind.

GIC Re reserves the right to reject the e-tender without assigning any reasons whatsoever and the decision of GIC Re would be final and binding and no communication would be entertained in this regard. GIC Re reserves the right to cancel the tender process partly or fully at its sole discretion at any stage without assigning any reason to any of the participating bidders. GIC Re also reserves the right to re-issue or re-commence the entire bid process without the bidders having the right to object. Any decision of GIC Re in this regard shall be final, conclusive and binding on the bidders.

7. GENERAL TERMS:

- If at any point of time, the services of bidder are found to be non-satisfactory the contract will be terminated, after giving fifteen (15) days' prior written notice.
- The Bidder will treat all data and information about GIC Re obtained in the execution of this tender including any business, technical or financial information, in strict confidence and will not reveal such information to any other party.
- The e-Tender and all supporting documentation submitted by the bidder as part of RFP shall become the property of GIC Re.
 - a. RFP Queries may be communicated to the designated e-mail corpcomm@gicre.in and response to query will be given via e-mail. No queries will be accepted on telephone or through any means other than e-mail. The last date for receipt of queries is 19/07/2024 by 15:00 Hrs.
 - b. Correct technical information must be completely filled in. Filling up of the information using terms such as "OK", "Accepted", "Noted", "As given in Brochure/Manual", "negotiable", "to be discussed" is not acceptable. GIC Re may treat such bids/ e-tenders as not adhering to the terms of RFP and as unacceptable and hence reject them.
 - c. The bidders are advised to upload all the necessary self-attested documents duly stamped/sealed documents in support of their experience/credentials. **Non- submission of specified documents shall Disqualify the bidder. GIC Re's decision in this regard is final, conclusive & binding upon all the bidders.**
 - d. If the bidder does not accept the correction of errors, the bid shall be rejected and EMD will be forfeited. This procedure is subject to changes and the procedure adopted by GIC Re for opening the tender shall be final and binding on all the parties.
 - e. Any effort made by the bidder to influence GIC Re in the evaluation / contract award decision, will result in the rejection of the bid. **Each bid will be evaluated using the criteria and process outlined.**
 - f. GIC Re reserves the right to:
 - 1) Accept / reject any or all the bids submitted by a bidder, without assigning any reasons thereof.
 - 2) Add, modify, relax, or waive off any condition(s) stipulated in the bid whenever deemed necessary.
 - 3) To reissue the RFP
 - 4) Cancel/withdraw the RFP process at any stage without assigning any reasons thereof.
 - g. It is construed that the bidder has read all the terms and conditions before submitting the bid.
 - h. The bidder has to submit the bid document online well in advance before the prescribed time to avoid any delay or problem during the submission process.
 - i. GIC Re will not be held responsible for any technical snag or network failure during on-line bidding.

- j. It is the bidder's responsibility to comply with the system requirement i.e. hardware, software, and internet connectivity at bidder's premises to access CPP Portal.
- k. GIC shall not be liable to the bidders for any direct / indirect loss or damages incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures under any circumstances.
- l. A Bidder shall submit only one proposal/bid, either individually or as a joint venture in another proposal/bid. If a Bidder including a joint venture partner submits or participates in another proposal/bid, all such proposals/bids shall be disqualified.
- m. The bid and all supporting documentation submitted by the bidder as part of the RFP response shall become the property of GIC Re.

8. Termination Of Contract

GIC Re may, without prejudice to any other remedy for breach of any terms & condition mentioned in SLA, entitled to terminate this Agreement in whole or in part at any time by giving _____ a written notice of termination fifteen (15) days in advance.

(i) If Agency fails to deliver any or all the obligations within the time period stipulated in applicable laws or by the regulatory authorities or in the Agreement, or any extension thereof granted by GIC Re;

(ii) Violations of any terms and conditions stipulated under the Agreement;

Immediate Termination - Without prejudice to foregoing condition, GIC Re shall be entitled forthwith to immediately terminate this Agreement if, _____:

- (i) commits any breach of any of the provisions, representations or covenants of this Agreement and fails to cure such breach within fifteen (15) days of written notice from GIC Re;
- (ii) is subject to insolvency, bankruptcy or winding up procedures or ceases to carry on its business;
- (iii) GIC Re is not satisfied with the quality of Services rendered by the Agency of which GIC Re has put _____ to written notice and _____ has failed to correct the same within fifteen (15) days of such written notice from GIC Re;
- (iv) it acts in any manner which might prejudice the goodwill and/or image of GIC Re.

Upon termination, all rights and obligations of the Parties hereunder shall cease, except such rights and obligations as may have accrued on the date of termination or expiration; the obligation of confidentiality and indemnity; obligation of payment; Governing Law clause; Dispute resolution clause and any right which a Party may have under the Applicable Law.

9. Debarment from bidding:

(i) A bidder shall be debarred from further bidding under the same or future procurements if he has been convicted of an offence: -

(a) Under the Prevention of Corruption Act, 1988

(b) the IPC or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract

(ii) A bidder debarred under sub-section (1) or any successor of the bidder shall not be eligible to participate in a procurement process of GIC Re for a period not exceeding three years commencing from the date of debarment.

(iii) GIC Re may debar a bidder from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity.

10. Clarification of Bids and shortfall information/documents

During evaluation and comparison of bids, GIC Re may, at his discretion, ask the bidder for clarifications on the bid and /or shortfall information/documents. The request shall be given in writing by registered/speed post/email, asking the bidder to respond by a specified date, and mentioning therein that, if the bidder does not comply or respond by the date, his bid will be liable to be rejected. Depending on the outcome, such bids will be rejected or considered further. It is however, clarified that no post-bid clarification at the initiative of the bidder shall be entertained.

11. Communication

Verbal communication shall not be effective unless formally confirmed in writing by GIC Re. In no case shall verbal communication govern over written communication.

Bidder's inquiries, questions, and requests for clarification related to this e-Tender are to be directed via e-mail to: e-mail: corpcomm@gicre.in; Formal Communications shall include, but are not limited to:

- Questions concerning this RFP: Questions must be submitted in writing via the email address provided hereinabove.
- Errors and omissions in this RFP and enhancements: Bidders shall bring to notice of GIC Re, any discrepancies, errors, or omissions that may exist within this RFP. With respect to this RFP, Bidders can recommend to GIC Re any enhancements that might be in the best interests of GIC Re. **These recommendations must be submitted via e-mail and be received by 19/07/2024 by 15:00 Hrs.** GIC Re will make a good-faith effort to provide a written response to each question or request for clarification. Written responses will be uploaded on GIC Re Website/mailed separately.
- As stated previously, no other means other than email received on the above ID shall be considered for receipt of queries/request for clarification.

12. Bidder's Understanding of the RFP

In responding to this RFP, the Bidder accepts the full responsibility to understand the RFP in its entirety, and in detail, including making any inquiries to GIC Re as necessary to gain such understanding. GIC Re reserves the right to disqualify any Bidder who demonstrates less than such understanding. Further, GIC Re reserves the right to determine, at its sole discretion, whether the Bidder has demonstrated such understanding. That right extends to cancellation of contract/award if it has been made. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever to GIC Re.

13. Sub-contracting

The successful bidder will not, without the prior written consent of GIC Re, make any assignment/sub-contract for the provision of any services hereby bid in and shall not transfer any interest, right, benefit or obligation under this RFP or the ensuing Agreement and any purported attempt to do so shall be deemed void.

In case sub-contracting is required, the selected bidder shall seek prior written permission and submit the list of subcontractors to GIC Re for its approval in writing in sufficient time so as not to impede the progress of work.

If such consent is granted, the selected bidder shall ensure that the sub-contractor complies with all the requirements of this RFP and the contract.

Such approval by GIC Re of a sub – contractor(s) shall not relieve the selected bidder from any of its obligations, duties, or responsibilities under this RFP/Agreement and the selected bidder shall be liable to GIC Re for all the Services under this RFP/Agreement, including Services performed by any such Sub-Contractor.

To the fullest extent possible under applicable law, the selected bidder shall be liable to GIC Re for the acts, omissions, Negligence, Wilful Misconduct, fraud, bad faith, or breach of any sub-contractor(s) in connection with this RFP/Agreement.

Any such sub-contractor(s) shall remain liable to GIC Re for the due performance of this RFP/Agreement and GIC Re may bring any claim in any way in respect of or in connection with this RFP/Agreement against any such sub-contractor(s).

14. Good Faith Statement

All information provided by GIC Re in this RFP is offered in good faith. Individual items are subject to change at any time. GIC Re makes no certification that any item is without error. GIC Re is not responsible or liable for any resulting claims by use of this information.

15. Confidentiality

Each Party shall protect all Confidential Information which the other Party provides to it (whether orally, in writing or in any other form) using the same standards as the recipient applies to its own comparable confidential information, but in no event less than reasonable measures.

Either Party shall not use Confidential Information, the name or the logo of the other Party except for the purposes of this RFP or ensuing contracts;

The bidders will treat data and information about the GIC Re, obtained in the execution of this e-Tender including any business, technical or financial information, in strict confidence and will not reveal such information to any other party. All data and details submitted by Bidders will be kept confidential by them, and all Bids, supporting documentation and products submitted by the Bidder and emanating from this RFP shall become the sole property of GIC Re. It should be noted that all work produced remains the intellectual property of GIC Re and all final documents are subject to copyright protection.

Successful bidder will sign Non-Disclosure Agreement (NDA) detailing the confidentiality obligations of the Parties.

As per the **Annexure- 5**.

16. Integrity Pact

The Bidders that desire to bid against this RFP shall compulsorily sign an Integrity Pact with the GIC Re to be monitored by the INDEPENDENT EXTERNAL MONITORS (IEMS). IEMs would review independently and objectively whether and to what extent Bidders have complied with their obligations under the Integrity Pact. This project will be reviewed by following Independent External Monitors-

- Shri Keshav Kumar
- Shri Bharat Prasad Singh

The said Integrity Pact can be downloaded from the 'People Resources -> **Policies and Guidelines**' link on the website https://www.gicre.in/images/phocadownload/ip_final.pdf. The Bidder should submit the Integrity Pact Agreement signed by the authorized representative of Bidder with office seal. The Agreement will be counter-signed for and on behalf of GIC Re after opening of the technical bid.

17. Code of Integrity

No official of GIC Re or a bidder shall act in contravention of the codes which includes.

(i) prohibition of:

- (a) making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
 - (b) any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.
 - (c) any collusion bid rigging or anticompetitive behaviour that may impair the transparency, fairness, and the progress of the procurement process.
 - (d) improper use of information provided by the GIC Re to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
 - (e) any financial or business transactions between the bidder and any official of the GIC Re related to this RFP or execution process of contract, which can affect the decision of GIC Re directly or indirectly.
 - (f) any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
 - (g) obstruction of any investigation or auditing of a procurement process.
 - (h) making false declaration or providing false information for participation in a procurement process or to secure a contract.
- (ii) disclosure of conflict of interest.

The Bidder participating in a bidding process must not have a Conflict of Interest. A Conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws, rules and regulations.

A bidder may be considered to be in conflict of interest with one or more parties in the bidding process if, including but not limited to:

- (a) Have controlling partners/shareholders in common; or
- (b) Receive or have received any direct or indirect subsidy from any of them; or
- (c) Have the same legal representative for purposes of the bid; or
- (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the procuring entity regarding the bidding process; or
- (e) The bidder participates in more than one bid in a bidding process.

(iii) Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (i) with any entity in any country during the last three years or of being debarred by any other procuring entity.

In the event that GIC Re, after giving a reasonable opportunity of being heard comes to the conclusion that a bidder, has contravened any of the above, it may take appropriate measures including removing the bidder's name from the list of registered suppliers, rejecting the bids of the bidder, taking other punitive actions such as cancellation of contracts, banning and blacklisting, debarring the bidder or any of its successors, from participating in any procurement process undertaken by GIC Re, for a period not exceeding two years, or action in Competition Commission of India, and so on. (The above requirement of giving a reasonable opportunity of being heard is limited to appropriate measures taken by GIC Re under this Code of Integrity clause and the ensuing declaration. The same is not applicable to other actions which GIC Re may take as per this RFP independent of this Code of Integrity clause)

All bidders are required to abide with the above Code of Integrity and shall sign and submit a declaration in this respect in the format attached as Annexure- 8

18. Compliance with Information Security Policy

- The Selected Bidder shall not carry and/ or transmit any material, information, layouts, diagrams, storage media or any other goods/ material in physical or electronic form, which are proprietary to/ or owned by GIC Re out of GIC Re/ HO or branches premises without prior written permission from GIC Re.
- The selected bidder shall follow the Information Security Policy of GIC Re as amended from time to time. In case of any ambiguity or conflict between the terms of this Agreement and the Information Security Policy, the terms of the Information Security Policy shall prevail. In case the selected bidder is found to be in violation of the said policy, GIC Re reserves the right to terminate the contract in addition to any other remedies for breach, injunctive relief and indemnity as per the contract and the applicable laws.
- The Selected Bidder acknowledges that GIC Re's business data and other proprietary information or materials, whether developed by GIC Re or being used by it pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to GIC Re; and the Selected Bidder agrees to take utmost care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by Selected Bidder to protect its own proprietary information. Selected Bidder recognizes that the goodwill of GIC Re depends, among other things, upon Selected Bidder keeping such Proprietary Information confidential and that unauthorized disclosure of the same by Selected Bidder could damage reputation of GIC Re. Selected Bidder also recognizes that by reason of Selected Bidder's duties here under, it may come into possession of such proprietary information, even

though it does not take any direct part in or furnish the services performed for the creation of said proprietary information and undertakes to limit access thereto to employees with a need to such access to perform the services required by this Agreement. The selected Bidder shall use such information only for performing the said services.

- The Selected Bidder shall, upon termination of this Agreement for any reason or upon demand by GIC Re whichever is earlier, return all information provided to Selected Bidder including any copies or reproductions, both hard copy and electronic copy.

19. Publicity

Any publicity by the selected Bidder in which the name of GIC Re is to be used should be done only with the explicit written permission of GIC Re.

20. Anti-Fraud and Corruption

It is the GIC Re's policy to require that GIC Re as well as the bidders observe the highest standard of ethics and propriety during the procurement process, execution of the contract, the contract duration and thereafter (hereinafter referred to as the 'Contract Cycle').

Definitions:

In pursuance of this policy, the GIC Re defines, for the purpose of this provision, the terms set forth below as follows:¹

(i) "Corrupt Practice" means the offering, promising, giving, receiving or soliciting, directly or indirectly, anything of value, either tangible or intangible, which a person is not entitled to, to influence or which has the potential to influence the action of an official during the Contract Cycle;

(ii) "Fraudulent Practice" means the following:

- a. a misrepresentation or omission of facts or submission of fake or forged documents in order to influence any component of the Contract Cycle;
- b. an intentional act of commission or omission designed to deceive, resulting in GIC Re suffering a loss and/or the perpetrator achieving a gain.

(iii) "Collusive Practices" means a scheme or arrangement whether formal or informal, between two or more bidders, with or without the knowledge of the GIC Re, designed to establish prices at an artificial, non-competitive levels or which affects submission or non-submission of bids;

(iv) “Coercive Practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or affect the contract cycle.

Misdemeanour for this purpose shall include Corrupt, Fraudulent, Collusive and Coercive practices which shall carry meanings as per the definitions above.

Measures to be taken by the GIC Re:

- a. GIC Re will be within its rights to terminate the contract with the selected bidder for any misdemeanour during the Contract Cycle, ban/blacklist/debar the bidder from this and further procurements and the like.
- b. GIC Re will be within its rights to take any other action against the bidder deemed appropriate as per the terms of this RFP, the ensuing SLA as well as the law of the land.

Measures to be taken by the Bidders:

- a. The bidder shall during the entire Contract cycle, comply with the provisions of the Anti-Fraud Policy of GIC Re and not commit any misdemeanour.
- b. The bidder shall procure the compliance with the above obligations (as mentioned in a.) from its associated persons, officers, employees, agents, subcontractors, or independent contractors as may be used for the fulfilment of its obligations under this RFP and the ensuing SLA during the entire Contract cycle.

The bidder undertakes that the bidder shall be responsible to GIC Re for the misdemeanours and non-compliance of the Anti-Fraud Policy committed by the above-named persons during the entire Contract cycle.

If the bidder gains knowledge of any conduct by any of its associated persons, officers, employees, agents, subcontractors, or independent contractors which constitutes a misdemeanour or non-compliance of the Anti-Fraud Policy, or if it has reasonable suspicion of the existence of such conduct, it shall immediately inform GIC Re of such knowledge and if requested by GIC Re, provide information it may reasonably require regarding such conduct.

21. No agency:

21.1 The relationship between the Parties shall be that of independent contractor and contractee. Nothing in this RFP constitutes any fiduciary relationship between GIC Re and the selected bidder / the selected bidder’s Team or any relationship of employer employee, principal and agent, or partnership or joint ventures, between GIC Re and the selected bidder.

21.2 Neither Party shall have any right or authority either express or implied to bind the other Party in any manner whatsoever except as agreed under the terms of any ensuing Agreement or to assume or create any obligation or responsibility on behalf of the other.

21.3 GIC Re has no obligations to the selected bidder or the selected bidder's Team except as stated in this RFP.

21.4 The selected bidder shall comply with all laws, rules, and regulations applicable to the services being procured hereunder and all applicable laws, rules and regulations to which it may be subject from time to time.

However, if due to any deeming fiction or if the law otherwise provides for a situation where GIC Re may be held vicariously or otherwise liable for acts of selected bidder, the selected bidder shall protect, indemnify and hold harmless GIC Re in respect of any losses, costs, damages whether direct or indirect arising out of the failure, omission or non-observance of any laws, rules or regulations which it was expected to comply with hereunder or any act of the selected bidder which as a reasonable man, it should not have committed.

22. Governing Law and Jurisdiction

- a) The validity, construction and performance of this RFP and the ensuing contract shall be governed by and construed in accordance with the laws of India.
- b) Subject to the provisions of the Arbitration clause, if any, contained in the ensuing contract, the Parties agree to submit to the exclusive jurisdiction of a court of competent jurisdiction at Mumbai, India and to comply with all requirements necessary to give such court the jurisdiction.

23. Right to Audit

GIC Re reserves the right to conduct an audit at the selected bidder to determine whether the activities are being performed as required by the RFP and as agreed in the contract.

24. No Legal Relationship

No binding legal relationship shall exist between any of the bidders and the GIC Re until the execution of a Service Agreement.

25. Adherence to Statutory Obligations/Compliance with Laws

The selected Bidder should adhere and comply with all the applicable laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities of India.

26. Cancellation of Tender Process

GIC Re reserves the right to reject any bid at its sole discretion at any stage without assigning any reason. GIC Re further reserves the right to cancel the tender process partly or fully at its sole discretion at any stage without assigning any reason to any of the participating bidders. The GIC Re further reserves the right to re-issue or re-commence the entire bid process without the applicants having the right to object. Any decision of the GIC Re in this regard shall be final, conclusive, and binding on the Bidders.

27. Contract Variations

The selected bidder agrees that the requirements given in the RFP's 'Scope of Work' and the ensuing contract are broad requirements and are in no way exhaustive and guaranteed by GIC Re. GIC Re at any time by written Change Order may change the scope of work of this RFP and the ensuing contract, including the specifications, statement of work, number, and design criteria of any of the components thereof, delivery dates/timing of submission of reports, personnel inputs, timing of an activity or a particular output.

If any such change has cost or time implications for the selected bidder, GIC shall adjust price and delivery schedules equitably through a further written Change Order, on the written request of the selected bidder. The selected bidder further understands and agrees that if any such change entails any reduction in the scope of work, then the cost and/or time benefits shall be passed on to GIC Re through a mutual Change Order in writing.

The selected bidder shall not make any change in the scope of work of this RFP and the ensuing contract without the prior written approval of GIC Re.

The selected bidder further understand and agree that any alteration, variation or addition in the scope of work necessitated by amendments and/or additions to any laws, rules or regulations before the time of award of the contract or during the currency of the contract shall not be considered a subject of a Change Order, provided that the nature of the mandate introduced by the law, rule or regulation is of such a nature that its non-inclusion, exclusion or alteration would render the subject matter of the procurement infructuous or expose GIC Re to the risk of non-compliance with applicable laws, rules or regulations.

All such contract variations carried out via Change Orders shall be recorded in the form of an amendment to the ensuing Agreement.

Provided that any upward revisions and/or additions to the Scope of Work of this RFP, consequent to errors, omissions, ambiguities, discrepancies in the specification etc. of the RFP which the selected bidder had not brought to GIC Re's notice at the time of the Bids shall not constitute a Change Order and such upward revisions and/or additions shall be carried out by the selected bidder without any time and cost implications to GIC Re.

28. Accountability of the Agency –

The Agency warrants to perform its obligations hereunder with all due diligence, professional care, professional integrity, transparency, competitiveness, efficiency, and economy, in good faith and in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology, designs and specifications and safe and effective equipment, machinery, materials and methods.

The Agency shall always act at all times in respect of any matter relating to this RFP, Agreement or to the Services, as faithful adviser to the “GIC Re”, in the interest of GIC Re, and shall support and safeguard the “GIC Re's” legitimate interests in any dealings with Sub-Contractors or Third Parties.

The Agency shall be accountable for the advice/service rendered to GIC Re keeping in view that the same is being rendered for a consideration.

In the event of improper discharge of the contractual obligations by or deviant conduct on the part of the Agency, it shall be liable to GIC Re for the loss suffered by it owing to the said improper discharge or deviant conduct shall indemnify GIC Re for the same. In case the said improper discharge or deviant conduct is discovered before the payment of invoice/bill the same shall be paid after reducing the amount of the loss suffered.

The Agency shall abide by and meet all and any agreed timelines as it is understood that time is the essence of the ensuing contract.

29. Conflict of interest

It is the responsibility of selected Bidder to identify and disclose to GIC Re in writing, all actual and potential conflicts of interest that exist, arise, or may arise (either for the Bidder or the Bidder's Team) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

(a) The Agency shall provide professional, objective, and impartial advice and at all times hold GIC Re's interest's paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or its own interests which affect the performance of this RFP/Agreement to the detriment of GIC Re. The Agency shall not engage and shall cause its Personnel and Affiliates not to engage, either directly or indirectly, in any business activities that would conflict with the activities assigned to them under this RFP/Agreement or the interest of GIC Re under this RFP/Agreement.

If during the period of this empanelment, a conflict of interest arises for any reasons, the Agency shall promptly disclose the same to GIC Re and basis the conflict both the parties can analyse the situation and the Agency shall then act in accordance with the instructions of GIC Re.

30. Applicable guidelines

All relevant and extant instructions of Government of India, GFRs issued by Ministry of Finance, guidelines and circulars of CVC, provisions of the Procurement Guidelines of GIC Re, SOPs of the procuring department and any other applicable guidelines shall be applicable to the selected bidder, and it shall be required to comply with the same.

An indicative compendium of the said guidelines can be downloaded from the following link:-
<https://cvc.gov.in/guidelines.html>

1. All CVC guidelines and circulars up to date can be accessed from CVC website.
2. GIC Re Procurement Guidelines, Integrity Pact etc. can be accessed from GIC website.
<https://www.gicre.in/en/>.

It is however, stated that GIC Re does not project that the said compilation is exhaustive in any way.

The Agency is expected to be aware of and comply with all guidelines of the above entities regarding its services.

31. Co-operation –

The Agency shall co-operate fully with anybody constituted to investigate/conduct an inquiry into the processing or execution of the Contract or any other matter related to the discharge of contractual obligations by the Agency.

32. Warranties

- (a) The Agency warrants that it shall procure all the necessary permissions, 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 GIC Re indemnified in relation thereto.
- (b) The Agency warrants that it owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all its intellectual property rights, which are required or desirable for performance of its Services under the RFP/Agreement and regarding the same the Agency does not, so far as the Agency is aware, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. So far as the Agency is aware, none of the Intellectual Property Rights, owned or enjoyed by the Agency or which the Agency is licensed to use, which are material in the context of Agency's business and operations for the performance of the RFP Agreement are being infringed nor, so far as the Agency is aware, is there any infringement or threatened infringement of those Intellectual Property Rights licensed or provided to the Agency by any person. The Agency warrants that all Intellectual Property Rights (owned by the Agency or which the

Agency is licensed to use) required by the Agency for the performance of the Agreement are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon. The Agency shall keep GIC Re indemnified in relation to any breach of the warranties in this clause.

- (c) The Agency warrants that during the tenure of the Empanelment /Agreement, nothing shall be done by the Agency in contravention of any law, Acts, or rules and regulations, or any amendments thereof and shall keep GIC Re, indemnified in case of breach of this warranty.

33. Indemnity

In addition to the indemnification obligations provided elsewhere in this RFP, the Agency shall undertake to indemnify GIC Re as follows:

- (i) (a) The Agency shall indemnify and hold harmless GIC Re to the extent of 100% against any costs, loss, damages, expense, claims whether on account of patents, trademarks, copyrights issues or otherwise including those from third parties or liabilities of any kind howsoever suffered, arising, or incurred inter alia during and after the Agreement period arising out of:
 - a. any negligence or wrongful act or omission or Wilful Misconduct by the Agency, the Agency's team or any third party engaged by the Agency in connection with or incidental to this Agreement; or
 - b. any breach of any of the terms of the Bid as agreed, the RFP and the Agreement by the Agency, the Agency's Team or any third party engaged by the Agency.
 - c. performance or non-performance under the Agreement.
- (ii) In addition to the above the Agency shall at all times indemnify and hold harmless GIC Re against any and all claims by employees, workman, contractors, sub-contractors, suppliers, agent(s), employed,/engaged or otherwise working for the Agency, in respect claims of wages, salaries, remuneration, compensation or the like.

Annexure-1

TECHNICAL BID FORM/APPLICATION FOR EMPANELMENT OF ADVERTISING AGENCIES – (To be UPLOADED ON CPP Portal by advertising agencies on their letter heads)

Sr.	Particulars	Details/Remarks
1	Name, contact and address details of Head Office Agency	
2	Contact and address details of Agency In Mumbai	
3	Contact and address details of Agency other offices	
4	Legal status of Agencies (Proprietor/Partnership/Private Ltd./Public Ltd.) Proof to be attached	
5	Year of establishment	
6	Agency Experience	
7	Accreditation details	
8	Name of Managing Director, Directors, top management / key personnel	
9	The contact details of officials proposed for handling GIC Re account (separate sheet may be enclosed with Biodata and other details)	
10	List of clients presently serving. (A comprehensive list of important clients, including those of PSU/ Government Client (Certificates / Testimonials to be enclosed)	
11	Name of Financial Institutions/ Insurance/Reinsurance Companies/Banks currently empaneled with (Certificates / Testimonials to be enclosed)	
12	Have you served GIC Re recently or in the past, if so, please attach copy of appointment of empanelment and other suitable proof.	
13	Awards and recognition (from any Govt/ PSU or Reputed Organization/ Industry awards) (attach copies of certificates).	
14	Why do you think that you are suitable for empanelment with GIC Re	
15	Infrastructure facility available with the agencies. • Are you a full-service agency or limited-service agency	

	• Number of persons working (Separately for different offices) • Whether Art Department Exists • No of Creative team member. • If full-fledged studio exists (Details) • Language Translation Facility	
16	Financial details Annual Turnover for the past three years 2021-22, 2022-23, 2023-24 (Attach certified copy of Audited Balance sheet, P&L A/c and Income Statement)	
17	PAN of the Agency	
18	GST of the Agency (Attach Copy)	
19	Tan No. (Attach Copy)	
20	Bank details & Address	
21	Details of Advertising campaign executed	
22	Any other information that the agency would like to submit.	

I/we hereby certify that all the particulars given above are correct and true to the best of my/our knowledge.

I/we certify that if appointed for empanelment, I/we shall appoint separate teams for any competing clients who are in the same business as GIC Re to avoid clash of interests and maintenance of secrecy.

In case at any stage, it is found that the information given by me/us is false/incorrect, GIC Re has the right to remove our name from the panel with immediate effect, cancel any ongoing contracts and shall have the absolute right to take any action as deemed fit/ without any prior intimation to me/us.

Place & Date

(Signature of the Authorized person) _____

Full name of the Authorized person: _____

Designation: _____

Seal of the firm

Annexure- 2

(TO BE UPLOADED ON THE CPP PORTAL) by the Advertising Agency on the letterhead duly stamped and signed)

Date:

TO WHOM SO EVER IT MAY CONCERN

This is to certify that M/s..... is our empanelled.
advertising agency for more than..... Year(s).

The performance of the agency is satisfactory during their tenure with us.

(AUTHORISED SIGNATORY)

NAME:

DESIGNATION:

Annexure 3

(TO BE UPLOADED ON THE CPP PORTAL by the Advertising Agency on the letterhead duly stamped and signed)

DECLARATION-CUM-CERTIFICATE

TO WHOMSOEVER IT MAY CONCERN

This is to certify that our Agency does not owe any money to any Publication/TV Channel/Radio or any other media for more than 90 days and our Agency has not been backlisted by any Central/State Government/Public Sector Undertakings/Public Sector Banks/RBI/IBA/ /any regulatory/statutory authority.

Further, this is to certify that our Agency does not have any legal, civil, criminal, taxation and other cases pending against the Company/Agency that may have an impact affecting or compromising the delivery of services required.

Place & Date

(AUTHORISED SIGNATORY)

NAME :

DESIGNATION

Annexure 4

UNDERTAKING

(TO BE UPLOADED ON THE CPP PORTAL ON LETTER HEAD OF THE “BIDDER”)

Dated _____

General Insurance Corporation of India Ltd.,
“Suraksha”, 170 J Tata Road
Churchgate, Mumbai- 400020

I/We hereby confirm having read by me/us read and/or explained to me/us and understood all the terms and conditions stated in the documents in connection with the subject RFP Ref No.

_____ dated _____ and hereby declare/state/ undertake as under:-

1	I/we further confirm and declare that all the tender documents have been signed.	
2	We have not been banned or de-listed or blacklisted by Government of India or any State Government, or PSUs including GIC Re, Public Sector Banks /RBI/ Indian Banks Association / any regulatory authority” in the last three financial years.	
3	We (in case of firm- this is applicable to the promoters or persons who have controlling interests in the firm) are not related to any Officer of General Insurance Corporation of India (GIC Re), or any Officer of the rank of the Deputy Secretary or above in the Ministry of Finance, Government of India and also certify that we do not have any relatives employed in GIC Re. (Relative to have the same definition as under Companies Act).	
4	With reference to your subject RFP, we hereby give an Undertaking that we have not made any payment or illegal gratification to any person/authority connected any with the RFP Process so as to influence the RFP process and have not committed any offence under the Prevention of Corruption Act in connection with the RFP. We also do undertake that we shall disclose if any payment made or proposed to be made to any intermediaries (agents etc.) during the RFP process in connection with this RFP.	
5	With reference to the subject RFP, we hereby certify that, we do not have any current litigation with the company.	

6	I/we hereby give consent that my/our response to this RFP may not be considered by GIC Re, if awarded be cancelled if it has been found any of the undertaking(s)/information/document(s) given in/along with this RFP has been found to be wrong, misleading, incorrect, manipulated, forged or has been obtained by any improper means whatsoever.	
7	I/We certify that I/We have read and understood the terms and conditions of the RFP and will abide by them till the completion of our relationship with GIC Re.	
8	I/We note that you are not bound to accept any or all bids you may receive.	
9	I / We (inclusive of experts, personnel and sub-Bidders) certify that I/ we have no business or family relationship with the personnel of GIC Re who are directly/indirectly involved in any part of this E-Procurement.	

Place & Date:

Thanking you,
Yours faithfully,

SEAL

SIGNATURE OF THE "BIDDER" WITH

Annexure-5

NON-DISCLOSURE AGREEMENT

(To be executed on a non-judicial stamp paper of Rs.100/-)

This Non-Disclosure Agreement (herein referred to as “NDA”) is entered into on this ____ day of ____ 2024, by and between:

_____, (“ Agency”), a Company incorporated under the Companies Act, 1956 or 2013 , having its registered office at _____ which expression shall, unless it be repugnant to the meaning and context thereof, include its successors, and permitted assigns of the one part;

And

General Insurance Corporation of India, (“GIC Re”), a Company duly incorporated and existing under the laws of India , having its registered office at Suraksha, 170, J. Tata Road, Churchgate, Mumbai-400020, India which expression shall, unless it be repugnant to the meaning and context thereof, include its successors, and permitted assigns of the other part.

Hereafter referred to individually as a “**Party**” and collectively as the “**Parties**”. For purposes of this NDA, the party receiving Confidential Information (as defined herein below), shall be referred to as the “**Receiving Party**” and the party providing the Confidential Information shall be referred to as the “**Disclosing Party**”.

WHEREAS, _____ the Agency is *inter alia* engaged in the business of Advertising & Publicity.

AND WHEREAS, GIC Re is engaged in the business *inter alia*, of Reinsurance and Risk Management related activities.

AND WHEREAS the Agency and GIC Re are in the process of consultations and discussions for exploring opportunities as per the Scope of Work under GIC Re’s Request for Proposal dated _____ and Agreement dated _____ Agency pursuant to the empanelment of agency for three years (2024-25, 2025-26, 2026-27) in accordance the Request for Proposal relating thereto.

AND WHEREAS to facilitate such Advertising and Publicity _____ in accordance with the aforementioned Request for Proposal floated on date dd/mm/yyyy and service agreement executed between the parties dated dd/mm/yyyy (“Purpose”), certain Confidential Information (as defined herein below) will be required to be shared between the Parties.

AND WHEREAS, the Disclosing Party wish to protect the Confidential Information (as defined herein below) from any unauthorized use or disclosure in accordance with the terms and conditions of this NDA.

NOW, THEREFORE, in consideration of **the promises and covenants contained in this NDA and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged**, the Receiving Party hereby agrees as follows.

A. Definition of "Confidential Information"

(a) Confidential Information" means any information disclosed to, provided to, received by, otherwise accessed by or coming to the knowledge of the Receiving Party to this NDA, either orally or in writing, whether disclosed directly or indirectly that.

(1) Is by its character or nature confidential or by the circumstances in which it is disclosed/received/accessed and/or it came to knowledge, such that a reasonable person under like circumstances would treat it as confidential; or

(2) Is designated by the Disclosing Party as confidential or identified in terms connoting its confidentiality; or

(3) is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, whenever or however disclosed; or

(4) The Disclosing Party considers confidential;

and includes but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing): discoveries; inventions; concepts; software in various stages of development; designs; drawings; flow charts; specifications; techniques; models; data; databases; source code; object code; documentation; methods; processes; policies; procedures; information related to processes; technologies or theory; know-how; marketing techniques and materials; marketing and development plans; business plans; strategic plans; development tools; reports; business records; project records; projections; performance results related to past, present or future business activities of Disclosing Party, its affiliates, subsidiaries and affiliated companies; business manuals; customer/vendors names and other information related to customers/vendors, price lists, pricing policies; financial information; any scientific or technical or commercial information, information, trade secrets and all printing material supplied;

(b) Confidential Information shall include information disclosed to the Receiving Party by third parties on behalf of the Disclosing Party.

(c) Confidential Information shall include any copy, abstract, extract, sample, note or module of any Confidential Information and any part or any extract or summary or derivation thereof.

(d) Data relating to the shares and folio numbers of the Shareholders is private information and hence considered to be Confidential Information.

B. OBLIGATION OF RECEIVING PARTY

Receiving Party promises and agrees to hold the confidential information received from the Disclosing Party in confidence.

Receiving Party shall not use Confidential Information, the name or the logo of the other Party except for the purposes of this NDA.

Disclosure of confidential information by Employees or hired institutions or authorized agents of the Receiving party will be deemed as the act by the Receiving Party, thereby, subjecting them to same liability under this NDA.

C. Information not categorized as “Confidential Information.”

The obligation imposed, under this NDA, on the Receiving Party shall not apply to information which:

- (a) Receiving Party can demonstrate by prior existing records, was within Receiving Party's legitimate possession prior to the time of disclosure by the Disclosing Party and without restriction as to use or disclosure;
- (b) was within the public domain/public knowledge prior to disclosure by the Disclosing Party, or comes into the public domain/public knowledge through no wrongful act, fault, negligence or breach of this NDA on the part of the Receiving Party;
- (c) is independently developed by the Receiving Party without use of, reference to or reliance upon Confidential Information of the Disclosing Party;
- (d) Is or becomes lawfully available to Receiving Party on a non-confidential basis from an independent Third-Party source (after diligent inquiry) who is free to divulge such information without restriction as to use or disclosure.

Provided, the Receiving Party understands and agrees that:

- i. Any information known only to a few people to whom it might be of commercial interest and not generally known to the public is not public domain/ public knowledge;
- ii. A combination of two or more parts of the Confidential Information is not public knowledge merely because each part is separately available to the public.

D. Restriction on Disclosure

Except as otherwise expressly permitted under this NDA, the Receiving party shall hold and keep in strictest confidence any and all Confidential Information and shall not directly or indirectly, in any way:

- (a) disclose, reveal report, publish, duplicate, copy, transmit or otherwise use or disseminate in any manner whatsoever any Confidential Information of the Disclosing Party;
- (b) use the Confidential Information of the Disclosing Party (i) for Receiving Party's own benefit or that of any third party, (ii) to the Disclosing Party's detriment, or (iii) for any purpose other than for achieving the Purpose;
- (c) commercially exploit any Confidential Information of the Disclosing Party;
- (d) acquire any right in, or assert any lien against, the Confidential Information of the Disclosing Party; or
- (e) refuse for any reason to promptly return all Confidential Information of the Disclosing Party if instructed to do so.

E. Permitted Disclosures

Receiving party is permitted to:

- (a) disclose relevant aspects of the Disclosing Party's Confidential Information to the Receiving Party's directors, officers, employees, consultants, attorneys and auditors solely to the extent necessary for achieving the Purpose; provided, that
 - (1) before disclosing any Confidential Information of the Disclosing Party, all persons or entities receiving Confidential Information shall be bound by obligations of confidentiality towards the Disclosing Party no less restrictive than those of this NDA. Such persons shall be strictly prohibited from making any use, publishing or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of the Disclosing Party, any of the Confidential Information.
 - (2) the Receiving Party shall use the same care to avoid disclosure or unauthorized use of Confidential Information as it uses to protect its own confidential information, but in no event less than reasonable care including but not limited to execution of a confidentiality agreement with the persons or entities receiving Confidential Information. Receiving Party shall establish and maintain reasonable security measures to provide for the safe custody of the Confidential Information and to prevent unauthorized access to the Confidential Information.
 - (3) all such Confidential Information shall be labelled as confidential.
- (b) Disclose relevant aspects of the Disclosing Party's Confidential Information if and to the extent legally compelled or required order of a court of competent jurisdiction to disclose any Confidential Information of the Disclosing Party in connection with any legal or regulatory proceedings. In such

case, the Receiving Party will immediately notify the Disclosing Party so as to allow the Disclosing Party a reasonable opportunity to seek appropriate protective measures or other remedies prior to disclosure or waive compliance with the terms of this NDA. The Receiving Party shall cooperate with any attempt by the Disclosing Party to seek judicial protection for such Confidential Information.

- (b) Disclose relevant aspects of the Disclosing Party's Confidential Information with the prior written consent of the Disclosing Party.

F. Effects of Unauthorized Disclosure

- (a) The Receiving Party will be liable for the breach of, acts and omissions of, and any loss, theft or unauthorized/inadvertent disclosure or use of Confidential Information by, any person or entity that received Confidential Information from or through the Receiving Party.
- (b) Receiving Party acknowledges and agrees that the misappropriation or misuse of Confidential Information of the Disclosing Party will result in irreparable and continuing damage to the Disclosing Party for which there may be no adequate remedy at law, and in the event of such a breach by the Receiving Party resulting in losses, damages, claims or expenses, the Disclosing Party shall be entitled to liquidated damages and legal as well as equitable relief, as appropriate, including but not limited to an injunction, in addition to any monetary relief in the form of indemnification.
- (c) The Receiving Party will promptly report to the Disclosing Party any disclosures of Confidential Information otherwise than as permitted by this NDA and any breaches in security that may or has the potential to affect the Disclosing Party or its Confidential Information of which it is aware and will specify the corrective action to be taken.

G. Return of documents

Upon written demand by the Disclosing Party, the Receiving Party shall promptly and in any event within 14 days of receipt of such request, at its own cost:

- (a) procure the return or return to the Disclosing Party all Confidential Information supplied which the Receiving Party has in his possession or under his control, , which includes but is not limited to all tangible material embodying the Confidential Information provided, each and every copy of Confidential Information and copies that have been converted to computerized media in the form of image, data or word processing files whether manually or by image capture or in any other form of storage;
- (b) destroy or have destroyed all copies received or made of the Confidential Information to the extent Confidential Information is held in non-tangible form (e.g., electronic copies); and
- (c) promptly thereafter provide a certificate signed by an authorized official/officer of the Receiving Party certifying compliance with the obligations point (a) and (b) above.

H. Title and Proprietary Rights

Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain exclusive title and all Intellectual Property and Proprietary rights in the Confidential Information. The Receiving Party acknowledge that all Confidential Information is owned solely by the Disclosing Party and/or its licensors. No other right, title, license or interest is granted by a Disclosing Party to a Receiving Party aside from the right specifically granted by this NDA. No license under any trademark, patent or copyright or application for same which are now or thereafter may be obtained by Disclosing Party is either granted or implied to be granted by conveying of the Confidential Information. The Receiving Party shall not conceal, alter, reverse-engineer, decompile, disassemble, obliterate, mutilate, deface or otherwise interfere with any software, trademark, trademark notice, copyright notice, copyright, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other mark, symbol or logo etc. on such Confidential Information.

I. No Warranty

The parties warrant that they have the full legal rights required to provide the Confidential Information provided hereunder. All other warranties, express or implied, including but not limited to the implied warranty of merchantability or fitness for a particular purpose are expressly disclaimed. Except for the express warranty provided herein all Confidential Information is provided "as is" and without a warranty of any other nature. In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed constitutes any representation, warranty, assurance, guarantee or inducement by the Disclosing Party to the Receiving Party with respect to the fitness of such Confidential Information for any particular purpose.

J. No Commitment

The disclosure of Confidential Information does not and is not intended to represent a commitment by the Disclosing Party to enter into any business relationship with the Receiving Party or with any other entity. If the Parties desire to pursue business opportunities, they will execute a separate written agreement to govern such business relationship.

K. Term

This NDA shall commence from the date set forth above and expire with the termination or expiration of the Agreement for Empanelment of advertising agency unless earlier terminated in writing by both Parties. This NDA may be terminated by either Party at any time upon thirty (30) days written notice to the other Party.

The provisions of this NDA shall however apply to any Confidential Information which may have been disclosed in connection with the discussions and negotiations regarding the Purpose, prior to the date first mentioned above.

Notwithstanding the foregoing, the Receiving Party's duty to hold in confidence the Confidential Information that was disclosed during the term and the obligations under this NDA shall remain in effect for a period of 3 years beyond any termination or expiration of this NDA.

L. Governing Law and Jurisdiction

- a. The validity, construction and performance of this NDA shall be governed by and construed in accordance with the laws of India.
- b. Subject to the provisions of Dispute Resolution clause, the Parties agree to submit to the jurisdiction of a court of competent jurisdiction at Mumbai, India and to comply with all requirements necessary to give such court the jurisdiction.

M. Miscellaneous

- (a) No failure or delay by the Disclosing Party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise or enforcement of any other right, remedy or power.
- (b) This NDA shall not be assignable or transferable (entirely or in part) by Receiving Party (whether by operation of law, sale of securities or assets, merger or otherwise) to any third party without the written consent of the Disclosing Party.
- (c) This NDA supersedes all prior discussions, agreements, covenants, arrangements, communications, representations or warranties, whether oral or in writing by any of the parties or by any officer, employee or representative of any party with respect to the subject matter hereof and constitutes the entire agreement between the Parties with respect to the subject hereof.
- (d) No waiver or modification of any of the terms of this NDA will be valid or binding upon either Party unless made in writing and signed by a duly authorized representative of each Party.
- (e) In the event that any of the provisions of this NDA shall be held by a Court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect.
- (f) Upon 45 days written notice, the Disclosing Party may audit the use of the disclosed Confidential Information. The Receiving Party agrees to co-operate with the Disclosing Party's audit and to provide reasonable assistance and access to information.
- (g) Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case to the address of the other party indicated below. All such communications and notices shall be deemed to have been given

and received (i) in the case of personal delivery or electronic mail, on the date of such delivery, (ii) in case of delivery by a nationally recognized overnight carrier and in mailing, within a reasonable period of such mailing.

(h) The Parties shall not attempt to reverse compile, reverse assemble, or reverse engineer other party's software, equipment or other code that are within the meaning of Confidential Information or authorize others to do any of the foregoing.

IN WITNESS WHEREOF this NDA has been executed by the duly authorized representative of each Party on the day and year first above written.

Contact and Address

By: _____

Name: _____

Title: _____

Witness 1: name, Address and Sign

Witness 2: Name, Address and Sign

GENERAL INSURANCE CORPORATION OF INDIA

Contact and Address

By: _____

Title: _____

Date: _____

Witness 1: name, Address and Sign

Witness 2: Name, Address and Sign

Annexure - 6

DEED OF INDEMNITY

(To be on non-judicial stamp paper worth minimum ₹500/-)

This Deed of Indemnity is made and executed at Mumbai on this _____ day of _____ 2024
by

M/S _____, a Company incorporated under the Companies Act, 1956/2013, having its registered office at _____, (hereinafter referred to as "Agency"), which expression shall, unless it be repugnant to the meaning and context thereof, include its successors and permitted assigns of the First part.

In favour of

General Insurance Corporation of India, a Government of India undertaking, having its registered office at Suraksha, 170, J. Tata Road, Churchgate, Mumbai- 400020 (hereinafter referred to as "GIC Re"), which expression shall, unless it be repugnant to the meaning and context thereof, include its successors, and permitted assigns of the other part.

WHEREAS the Agency has agreed with GIC Re to successfully provide services as per the scope of work mentioned in the Request for Proposal dated _____ (hereinafter referred to as "RFP" No. _____) which expression shall include all attachments and annexures thereto as well as all amendments, modifications, alteration and the Bid submitted by the Agency and the Terms and Conditions agreed as per Agreement dated _____ (hereinafter referred to as "Agreement") and the Non - Disclosure Agreement dated _____ (hereinafter referred to as "NDA").

AND WHEREAS pursuant to the RFP/Agreement, the Agency is required to execute a Deed of Indemnity in favour of GIC Re to indemnify GIC Re to the extent of 100% in respect of the situations stated therein.

Agency

The Agency hereby executes and furnishes to GIC Re this Deed of Indemnity (hereinafter referred to as "this Indemnity"), which is an unlimited, irrevocable, and continuing indemnity, indemnifying GIC Re to the extent of 100% in respect of the situations stated hereinafter.

NOW THIS DEED WITNESSETH AS UNDER:

1. The Agency shall indemnify, defend and hold GIC Re harmless from and against any monetary liability (including but not limited to loss, charge, claim, fines, penalties, damages, expense, fees etc. of any nature) or non-monetary action (including but not limited to civil, criminal, administrative, arbitral or any other proceeding) arising out of or in any way connected with the Agency's performance of the RFP/Agreement/NDA.

2. In addition to the general indemnification provided in clause 1 above, The Agency hereby undertakes to indemnify GIC Re as per the terms and conditions of the RFP Agreement including that:
- 2.1 The Agency warrants that it shall procure all the necessary permissions, 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 GIC Re indemnified in relation thereto.
- 2.2 The Agency warrants that it owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all its intellectual property rights, which are required or desirable for performance of its Services under the RFP/Agreement and regarding the same the Agency does not, so far as the Agency is aware, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. So far as the Agency is aware, none of the Intellectual Property Rights, owned or enjoyed by the Agency or which the Agency is licensed to use, which are material in the context of Agency's business and operations for the performance of the RFP Agreement are being infringed nor, so far as the Agency is aware, is there any infringement or threatened infringement of those Intellectual Property Rights licensed or provided to the Agency by any person. The Agency warrants that all Intellectual Property Rights (owned by the Agency or which the Agency is licensed to use) required by the Agency for the performance of the Agreement are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon. The Agency shall keep GIC Re indemnified in relation to any breach of the warranties in this clause.
- 2.3 The Agency warrants that during the tenure of the Empanelment /Agreement, nothing shall be done by the Agency in contravention of any law, Acts, or rules and regulations, or any amendments thereof and shall keep GIC Re, indemnified in case of breach of this warranty.
- 2.4 The Agency shall adhere to the Information Security Policy of GIC Re as amended from time to time. In case the Vendor is found to be in violation of the said policy, GIC Re reserves the right to terminate this Agreement in addition to any other remedies for breach, injunctive relief and indemnity as per this Agreement and the applicable laws.
3. In addition to the general indemnification provided in clause 1 and 2 above. The Agency hereby undertakes to indemnify GIC Re as per the terms and conditions of this Indemnity which are as follows:
- (iii) (a) The Agency shall indemnify and hold harmless GIC Re against any costs, loss, damages, expense, claims whether on account of patents, trademarks, copyrights issues or otherwise including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Agreement period arising out of:
- a. any negligence or wrongful act or omission or Wilful Misconduct by the Agency, the Agency's team or any third party engaged by the Agency in connection with or incidental to this Agreement; or
 - b. any breach of any of the terms of the Bid as agreed, the RFP and the Agreement by the Agency, the Agency's Team or any third party engaged by the Agency.

c. performance or non-performance under the Agreement.

(ii) In addition to the above the Agency shall at all times indemnify and hold harmless GIC Re against any and all claims by employees, workman, contractors, sub-contractors, suppliers, agent(s), employed,/engaged or otherwise working for the Agency, in respect claims of wages, salaries, remuneration, compensation or the like.

4. In addition to the indemnification provided in clause 1, 2 and 3 above, The Agency hereby undertakes to indemnify GIC Re as per the terms and conditions of the Non- Disclosure Agreement signed between GIC Re and the Agency which are as follows:

The Agency acknowledges and agrees that the misappropriation or misuse of Confidential Information of GIC Re will result in irreparable and continuing damage to GIC Re for which there may be no adequate remedy at law. In the event of such a breach by the Agency leads to GIC Re suffering or incurring losses, damages, claims or expenses, GIC Re shall be entitled to legal as well as equitable relief, as appropriate, including but not limited to an injunction, in addition to any monetary relief in the form of indemnification.

6. The Agency hereby undertakes that it shall forthwith on demand and without demur pay to GIC Re such sum or sums that become payable under any of the clauses indemnifying GIC Re due to the default/defaults of the Agency or any third party associated with the Agency.

7. Notwithstanding anything to the contrary in this Indemnity or in the Agreement, GIC Re's decision as to whether the Agency or any third party associated with the Agency has made any default/ defaults or the amounts to which GIC Re is entitled by reason thereof will be binding on the Agency for the purpose of this Indemnity and the Agency shall not be entitled to ask GIC Re to establish its claims under this Indemnity but will pay the same, on demand, without any objection, provided always, the mutual rights under the Agreement shall not in any way be prejudiced by reason of such demand by GIC Re and payment by the Agency under this Indemnity and the claims under the Agreement which shall be settled in accordance with the Agreement without prejudice to GIC Re's rights to demand immediately under this Indemnity and the Agency's liability to pay the same.

8. To the extent the Agency maintains, at its expense, an insurance policy or policies providing liability insurance with respect to the acts or omissions covered by the Agreement/Indemnity, GIC Re shall be covered by such policy or policies, in accordance with its or their terms, to the maximum extent of the coverage available there under. The Agency shall perform all such actions in order to ensure coverage for GIC Re under such policy during the tenure of this Indemnity.

9.. This Indemnity shall be valid for the entire duration of the Agreement Period and any renewal or extension thereof and further for a period of 6 months thereafter and renewable thereafter whenever a claim as per this Indemnity arises. The Indemnity provisions shall survive any termination or expiration of the Agreement/NDA.

10. GIC Re will have the fullest liberty from time to time to enforce or forbear to enforce any of the terms & conditions of the Agreement and the Agency shall not be released from its liability under this Deed of Indemnity by the exercise of GIC Re's liberty with reference to the matters aforesaid or by reason of any time being given to the Agency or any forbearance, act or omission on GIC Re's part or any indulgence by GIC Re to the Agency or by any variations or modifications of the Agreement or any other act, matter or thing whatsoever on GIC Re's part.

10. This Indemnity and the powers and provisions herein contained are in addition to and not by way of limitation or substitution for any other guarantee, indemnities hereto before, given to GIC Re by the Agency and this Indemnity does not revoke or limit such indemnities or guarantee.

11. For the purpose of this Indemnity, the words defined in the RFP/Agreement but not defined herein shall have the same meaning as defined in the RFP/40. hereinafter referred to as "Agreement"

IN WITNESS WHEREOF, the Agency has caused this Deed of Indemnity to be duly executed as of the day, month and year first written above.

Signed and delivered by within named: M/S_____ (AGENCY)

By:

Name:

Title:

Date:

In the presence of:

1.

2.

CODE OF INTEGRITY DECLARATION FORMAT
(On official letter head of the Bidder)

I _____ working as _____ in _____ (name of the bidder and bidder's address in full be mentioned), hereby solemnly affirm and declare that I have been authorized by the bidder to sign the bids. I, hereby declare and certify, on behalf of the bidder, that we have accepted all the terms & conditions mentioned in the RFP number GIC- HO/CCOM/RFP-CPPP/23/2024-25 and we shall abide by all the terms & conditions of appointment letter/ Agreement/ RFP.

I further declare that in relation to my/our Bid submitted to GIC Re, in response to RFP number GIC-HO/CCOM/RFP-CPPP/23/2024-25: _____. I/we hereby undertake that I/we shall abide with the Code of Integrity as detailed in the RFP, and make disclosure as to any Conflict of Interest at all times, and understand that any breach of the Code of Integrity will render me/us liable to be removed from the list of registered suppliers, and would also subject me/us to other punitive action such as cancellation of contracts, forfeiture of EMD, banning, debarring and blacklisting or action in Competition Commission of India, and so on.

Date:
Bidder with Seal & Stamp.

Signature of Authorized Person of the

Place:

Name:
Designation:
Address:

Annexure - 8

DRAFT- AGREEMENT

THIS AGREEMENT (hereinafter referred to as the "Agreement") made and entered into on **Date** _____, between **General Insurance Corporation of India**, a company registered under the Companies Act 1956, located at General Insurance Corporation of India, Suraksha, 170, J Tata Road, Churchgate, Mumbai – 400020 (hereinafter referred to as "GIC Re") which expression shall, unless it be repugnant to the meaning and context thereof, include its successors, and permitted assignees and _____, a company registered under the Companies Act, 2013 located at **Address** _____ (hereinafter referred to as "_____") which expression shall, unless it be repugnant to the meaning and context thereof, include its successors, and permitted assignees.

Hereinafter the expression "Party" means the "GIC Re" or "_____", singly as the case may be, and the expression "Parties" shall mean both GIC Re and _____ together.

The Agreement specifies the Services for which GIC Re engages _____ and the terms and conditions of the engagement. The Parties understand and agree that:

1. GIC Re engages _____ empanelled advertising agency for Advertising services more particularly Services described in the clause 3 of this Agreement throughout the Term and on the terms and conditions of this Agreement.
2. Execution of any Services by _____ under this Agreement shall be subject to the prior approval of GIC Re. _____ shall submit to GIC Re a detailed concept note of any Advertising initiative for prior approval.

_____ will periodically confirm the Services rendered or being rendered in writing and present them to GIC Re. All Services will be performed to the fullest extent possible by _____. It is also agreed by _____ that it will maintain complete and accurate records of all activities performed for GIC Re.

_____ agrees that the Services to be provided by it shall be the essence of the Agreement. Time shall be of essence for the performance of the Services.

3. SCOPE OF WORK

The below mentioned are the broad categories of the Scope of Work of empanelled agencies. The Scope of Work shall include, but would not limit to the following :-

- a) Suggestions/ preparation of plans for different communication campaigns from time to time.

- b) Creation of appropriate communication campaigns.
- c) Preparation of artwork for different communication campaigns.
- d) Preparation of artwork for prints advertisements, digital advertisements, hoardings, banners, posters, and designs of all other outdoor media communication.
- e) Preparation of TVC, Radio Jingle and Corporate Film for the Corporation.
- f) Work related to advertisement in print, electronic media and in digital medium and other works which are part parcel of Advertisement or incidental thereto.
- g) Designing of leaflets, annual reports, bulletins, inhouse journal, newsletters, brochures, booklets, Coffee Table Book etc.
- h) Designing and releasing of advertisements classified/tender notices/ statutory ads/ etc.
- i) Organising events for the Corporation whenever required.
- j) Any other work related to corporate publicity, media campaign, preparation of media plan for Print & Electronic Media and Road Map for popularizing GIC Re as a Brand would also be forming part of the Scope of Work as decided from time to time.

4.RELATIONSHIP

It is expressly understood and agreed by the Parties that_____is acting hereunder as an independent contractor and shall have no authority to act for, represent or bind GIC Re in any way whatsoever, except as may be agreed to expressly by GIC Re in writing.

5.REPRESENTATIONS, WARRANTIES, AND UNDERTAKINGS

_____represents, warrants, and undertakes that:

5.1 It possesses the requisite skill and ability to render the Services, and it shall render the Services subject to the direction and control of GIC Re, to the best of its skill and ability, and exercise due care and diligence while rendering the Services;

5.2 It shall perform the Services in a timely and efficient manner, as per the standards and timelines provided by GIC Re, from time to time;

5.3 It has the full right and authority to enter into and perform this Agreement and is not under any disability, legal, contractual or otherwise, which might prevent it from entering into this Agreement and/or rendering the Services under this Agreement;

5.4 It has not entered into and shall not enter into any agreement and/or any other arrangement with a third party, which may conflict with or in any way interferes with the full and complete performance of its obligations to GIC Re under this Agreement.

5.5 It shall not receive any other compensation for rendering the Services under this Agreement, other than as stipulated in clause 7 below;

5.6 It shall ensure that neither it, nor any personnel engaged by it pursuant to the Services to be rendered under this Agreement, shall make or issue any statements that is prejudicial to the interests, business of GIC Re and/or engage in any conduct which is libelous, defamatory, obscene, blasphemous, immoral, insensitive, infringes the rights of any third parties including rights in any form of intellectual property, and/or exposes GIC Re to any civil and/or criminal proceedings, during the course of performance of the Services or thereafter.

5.7 It shall not be entitled to any rights in any trademarks, logos, trade names, of GIC Re anywhere in the world at any time and shall not lay any claims to use of the same. Further, other than for the limited purpose specified in clause 3 and for the term specified in clause 6 below, it shall not be entitled to use the trademarks, logos, trade names, of GIC Re at anytime, anywhere in the world. It shall not claim any rights, title, or interest in and to GIC Re Materials.

5.8 It shall be solely responsible for any claims, and/or actions resulting from any research methodology used by it in the course of and pursuant to the Services to be rendered under this Agreement.

5.9 It shall ensure that any personnel engaged by it for the Services will have the requisite skill, expertise and experience to perform the Services. Such personnel shall render his/her services in a professional and workmanlike manner and shall act, at all times, under the supervision and control of _____. _____ undertakes to ensure that all the terms and conditions of this Agreement shall be binding on such personnel too and the same shall be adhered to by such personnel.

5.10 It shall, at all times, be responsible for the acts and omissions of the said personnel.

5.11 The Services will be performed in accordance with and in compliance with the applicable laws as per Clause 15 and _____ shall ensure that it and/or personnel shall comply with the same during the course of the performance of the Services.

5.12 _____ warrants to perform its obligations hereunder with all due diligence, professional care, professional integrity, transparency, competitiveness, efficiency and economy, in good faith and in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology, designs and specifications and safe and effective equipment, machinery, materials and methods.

6. TERM

The Term of this Agreement (Empanelment) be deemed to have commenced as of **01/09/2024** and shall continue for a period of **3 (Three) Years subject to satisfactory performance**. Periodic review of the performance will be done by GIC Re.

Unless terminated earlier, this Agreement shall expire on the completion of term as specified above but only after the obligations under this Agreement are fulfilled to the satisfaction of GIC Re.

7.PAYMENT

Empanelled Advertising Agencies will be paid the expenses incurred by them during their services on the due submission of an itemized bill/Invoice. The price quoted in the Bill will be inclusive of GST or any other applicable taxes as may be applicable from time to time.

Empanelled Advertising Agencies shall obtain prior authorization from GIC Re before making any commitments for any expenditure chargeable at actuals to GIC Re.

GIC Re shall be entitled to make recoveries from the bill/invoice or from any other amount due to **Empanelled Advertising Agencies**, of the equivalent value of any payment made to it due to inadvertence, error, collusion, misconstruction, misstatement, or mistake.

The payment to the Agency pursuant to this Contract hereof shall constitute the Consultant's only payment in connection with this RFP/Contract.

8.TERMINATION

GIC Re may, without prejudice to any other remedy for breach of any terms & condition mentioned in SLA, entitled to terminate this Agreement in whole or in part at any time by giving_____a written notice of termination fifteen (15) days in advance.

(i) If Agency fails to deliver any or all the obligations within the time period stipulated in applicable laws or by the regulatory authorities or in the Agreement, or any extension thereof granted by GIC Re;

(ii) Violations of any terms and conditions stipulated under the Agreement;

Immediate Termination - Without prejudice to foregoing condition, GIC Re shall be entitled forthwith to immediately terminate this Agreement if,_____:

(i) commits any breach of any of the provisions, representations or covenants of this Agreement and fails to cure such breach within fifteen (15) days of written notice from GIC Re;

(ii) is subject to insolvency, bankruptcy or winding up procedures or ceases to carry on its business;

(iii) GIC Re is not satisfied with the quality of Services rendered by the Agency of which GIC Re has put_____to written notice and_____has failed to correct the same within fifteen (15) days of such written notice from GIC Re;

(iv) it acts in any manner which might prejudice the goodwill and/or image of GIC Re.

Upon termination, all rights and obligations of the Parties hereunder shall cease, except such rights and obligations as may have accrued on the date of termination or expiration; the obligation of confidentiality and indemnity; obligation of payment; Governing Law clause; Dispute resolution clause and any right which a Party may have under the Applicable Law.

Liquidated Damages:

The Agency shall adhere to all requirements laid out in the Bids and this Agreement. In the event of a delay in performance where the Agency is solely responsible, the Agency shall be liable to pay Liquidated Damages at _____% of the Contract Price.

Any such liquidated damages when levied may be offset against any pending payment/future payment by GIC Re to the Agency. Alternatively, the GIC may recover the same by invoking the Performance Bank Guarantee (PBG) for the amount equivalent to the Liquidated Damages being levied. The Agency shall replenish the PBG with the amount equal to the Penalty levied in not later than 15 working days from the date of levy of liquidated damages.

All Liquidated Damages levied shall be exclusive to each other. The aggregate Liquidated Damages at any point in time should not exceed the value of PBG. If the liquidated damages exceed this amount, the GIC Re reserves the right to terminate the Agreement by giving 15 days' notice and or pursue other remedies available under the Agreement.

9. CONFIDENTIALITY

Either party shall not use Confidential Information, the name, or the logo of the other party except for the purposes this Agreement.

The obligations of the Parties in this respect shall be as per the Reciprocal Non-Disclosure (NDA) Agreement attached as Annexure 5.

LIMITATION OF THE SELECTED BIDDER'S LIABILITY TOWARDS GIC RE

The Selected Bidder, with respect to damage caused by the Selected Bidder to GIC Re's property, shall not be liable to GIC Re for any indirect or consequential loss or damage; and shall not be liable to GIC Re for any direct loss or damage that exceeds:

- a) The total payments payable under this Agreement to the Selected Bidder, i.e., 100% of the Contract Price, and
- b) the proceeds the Selected Bidder may be entitled to receive from the insurance maintained by the Selected Bidder to cover such a liability, whichever of (a) or (b) is higher.

This limitation of liability shall not affect the Selected Bidder's liability, if any, for damage to Third Parties caused by the Selected Bidder or any person acting on behalf of the Selected Bidder in carrying out the Services.

Nothing in these terms shall exclude or limit the liability of the Selected Bidder in the case of:

- c) death or personal injury resulting from the Selected Bidder's or Selected Bidder's Team's negligence.
- d) Negligence and Wilful Misconduct.
- e) Fraud.
- f) breach of Confidentiality provisions and the NDA.
- g) indemnification provisions in this Agreement.

10. INDEMNITY

_____ agrees to indemnify, defend and hold harmless GIC Re, its employees, officers and agents to the extent of 100% from and against any claim, loss, actions, damages, penalties, liability, expenses, cost (including reasonable attorneys' fees and court fees) (collectively "Losses") arising out of (i) any breach of any warranty, representation, obligation, or undertaking in this Agreement; (ii) wilful misconduct or negligent acts or omissions; (iii) violation of any of its statutory obligations, rules or regulations applicable to the performance of _____'s obligations under this Agreement or in relation to the Services to be performed by it; (iv) utilization/exploitation of the Works; (v) any acts or omissions by its personnel; (vi) any payment due on account of any unfulfilled obligations and/or liabilities, any statutory employment obligations towards the personnel.

In the event of any claim, _____ will promptly adjust, settle, defend, or otherwise dispose of such claim at its sole cost. Notwithstanding the foregoing, _____ shall not adjust, settle, defend, or dispose of any claim or make any admission fixing liability on GIC Re without the prior written consent of GIC Re.

11. ASSIGNMENT

_____ agrees that it shall not assign or transfer any interest, right, benefit or obligations under this Agreement without the express prior written consent of GIC Re and any purported attempt to do so shall be deemed void. GIC Re may assign any of its rights or obligations under this Agreement to any of its affiliates or third parties.

12. INTELLECTUAL PROPERTY RIGHTS (OWNERSHIP)

Works

12.1 "Works" shall mean and include any intellectual property, any ideas, research, concepts, works of authorship, videos, documents, presentations, reports, materials/deliverables, creatives, data, diagrams, drawings, designs, themes, artistic works, artworks, generated/created by _____, at the instance of GIC Re, during the course of or in relation to the provision of the Services under this Agreement.

For the sake of clarity, materials/creative inputs/content provided by GIC Re, if any ("Company Materials") shall not be deemed part of the Works.

12.2 _____ hereby agrees that the Works will be considered to have been specially ordered or commissioned by GIC Re and shall be owned by GIC Re for the world, in perpetuity, from the moment of their creation.

12.3 In the event that GIC Re is not deemed to be the owner of the Works in any territory of the world, _____ in consideration of the Payment, hereby assigns all rights, title and interest in and to the Works, and rights in any form of exploitation of the Works for the entire world and in perpetuity to GIC Re.

12.4 It shall not, during the Term and thereafter, grant, assign, transfer or create an adverse title to the rights in the Works for any territory, in favour of any person and in any manner whatsoever to the prejudice of GIC Re.

12.5 It undertakes that all agreements (if any) executed by it with the author(s) of any underlying works incorporated in the Works, shall be assignable to GIC Re.

12.6 _____ represents and warrants that the Works generated/created by them pursuant to this Agreement shall be original, shall not be obscene, libelous, blasphemous, immoral, insensitive, defamatory of any person deceased or alive, or infringe the rights of any third-party including rights in any form of intellectual property.

12.7 _____ has not created and shall not create any charge, lien, mortgage or any other encumbrances, in respect of the Works, in favour of any third party;

12.8 _____ hereby agrees and confirms that it shall forthwith return any and all copies of the Works to GIC Re on the early termination or expiration of the Agreement, and shall cease to possess any such physical or electronic copies of the Works and/or replicate the same without the prior written consent of GIC Re.

12.9 _____ further agrees that it shall not use the Works created pursuant to the Services provided for the benefit of any of GIC Re's competitors from the moment of their creation till perpetuity.

GIC Re Material

Materials made available to _____ by GIC Re, shall be the property of the GIC Re and shall be marked accordingly.

In the case of early termination or expiration of the Agreement or upon request by GIC Re, _____ shall forthwith return to GIC Re any and all GIC Re Materials provided by GIC Re, which are in its possession.

_____ acknowledges that copyright, trademarks, trade names, service marks, logos, and all related and similar rights to any information content contributed, displayed, or otherwise made available or accessible to _____ by GIC Re for use, including without limitation any other materials or other information content derived from such information content are and will continue to be owned by the GIC Re throughout the world and for the entire duration of such rights.

13. FORCE MAJEURE

Neither Party shall be liable to the other for any breach of or failure of performance under this Agreement caused by or resulting from any Act of God, act of state, natural or man-made disaster, riots, court order, civil unrest, or any other cause beyond its reasonable control ("Force Majeure"). If one Party is affected by an event of Force Majeure, it will promptly notify the other Party of the occurrence of that event. The Parties hereto agree that in the event of the continuation of a Force Majeure event for a period of more than one (1) month, either Party shall have the right to forthwith terminate this Agreement.

13.1 Force Majeure shall not include any events caused due to acts/omissions of any Party or result from a breach/contravention of any of the terms of the Bids, and this Agreement

13.2 Arbitration - Where all the Parties are Public Sector Undertaking(s) /Government Department(s) or Organization(s).

14. Dispute Resolution Mechanism:

14.1 If a dispute, difference or claim (including non-contractual dispute, difference or claim) between the Parties arises during or after the tenure of this Agreement, out of or in connection with this Agreement (including that relating to the existence, interpretation, construction, meaning, scope, operation, application, effect, validity or the breach of the provisions of this Agreement) , the Parties shall attempt in good faith to resolve such dispute, difference or claim promptly, without the need for litigation and so as to allow as far as possible for commercial relationships to remain unaffected in the following manner: -

- (i) through negotiations between respective senior executives of the Parties who have authority to settle the dispute, difference or claim.
- (ii) if the dispute, difference or claim is not resolved through negotiations within [3] months of the same arising, through mediation with the assistance of a mediator agreed between the Parties.
- (iii) if the dispute, difference or claim is not resolved through mediation within [6] months of the initiation of the same or if either Party did not or will not participate in the mediation procedure, either Party may refer the dispute, difference or claim to Arbitration as provided for herein.

14.2 Subject to the Parties' committed efforts to settle the dispute, difference or claim amicably as per clause 1.1 above or through mutual consultation through the good offices of empowered agencies of the Government of India, the dispute, difference or claims other than those related to taxation matters shall be referred to and settled by arbitration in accordance with the Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 and the decision made in pursuance thereof shall be binding on the Parties.

14.3 Arbitration - Where any Party is not a Public Sector Undertaking / Government Department or Organization.

14.3.1 Subject to the Parties' committed efforts to settle the dispute, difference or claim amicably as per clause 14.1 above, the dispute, difference or claim shall be referred to and settled by arbitration. The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any enactment, modification or re-enactment in force at the relevant time.

14.3.2 In the case of such failure, the dispute shall be referred to a sole arbitrator jointly appointed by the Parties, failing which such sole arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996, amended from time to time ("Arbitration Act").

Qualification of the Arbitrators: The Arbitrators constituting the Arbitral Tribunal shall be persons with not less than ten years' experience in insurance or reinsurance industry or as lawyers/other professional advisers serving this industry including persons retired from this industry.

Appointment of Arbitrator: Where a person is approached for Arbitration under this clause, he/ she shall make a declaration or disclosure in writing as laid out in schedule VI of the Act in view of section 12 r/w schedule V and Schedule VII of the Arbitration and Conciliation Act, 1996

14.4 The venue of the arbitration shall be Mumbai (India).

14.5 The arbitration proceeding shall be governed by the Arbitration Act. The laws applicable to the arbitration shall be the laws of India.

14.6 The proceedings of arbitration shall be in English language.

14.7 The Arbitrator's award shall be substantiated in writing. The costs of arbitration procedure shall be borne equally by the Parties. The Parties hereto shall submit to the Arbitrator's award which shall be final and binding on the Parties and the same shall be enforceable in any competent court of law.

14.8 The award of the arbitral tribunal shall be final and binding on the Parties.

14.9 It is a condition precedent to any right of action or suit upon this Agreement that an arbitral award shall be first obtained except for the interim measures under Section 9 of the Arbitration and Conciliation Act, 1996.

14.10 In the event that these arbitration provisions shall be held to be invalid then all such disputes or differences shall be referred to the exclusive jurisdiction of the courts at Mumbai.

14.11 Notwithstanding the fact that settlement of disputes/differences/disagreements (if any) under arbitration may be pending, the Parties hereto shall continue to be governed by and perform the work in accordance with the provisions of this Agreement to ensure continuity of work.

This Clause shall survive the termination /expiration / special cancellation /invalidity of this Agreement.

14. JURISDICTION AND GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of India. Subject to the provisions of clause 14 above, the courts having jurisdiction under the provisions of the Arbitration Act, to determine all the matters which the court is entitled to determine under the Arbitration Act, (including, without limitation, provision of interim reliefs under the provisions of section 9 of the Arbitration Act), or any other matter shall exclusively be the courts at Mumbai, India.

15. SURVIVAL

The provisions relating to Intellectual Property Rights (ownership), representations, warranties, indemnities, confidentiality obligations and arbitration clause contained herein shall survive the expiration or earlier termination of this Agreement. In addition, the provisions of this agreement that

are either by express language meant to survive or impliedly meant to survive, shall survive such expiration or termination.

16. NO PUBLICITY

_____ agrees not to advertise, publish or disclose the terms of this Agreement without the prior written consent of GIC Re. In particular, _____ shall not make or permit to be made a public announcement or media release about the terms of this Agreement unless GIC Re first gives _____ its written consent.

17. SEVERANCE

In the event any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions of this Agreement will nevertheless remain in full force and effect. The Parties agree to negotiate in good faith a substitute, valid and enforceable provision which most nearly effects the parties' intent in entering into this Agreement.

18. GOVERNING LANGUAGE

The Agreement shall be written in English language. All correspondence and other documents pertaining to this Agreement that are exchanged by parties shall be written in English language only.

19. MODIFICATION

Any modification of this Agreement shall be in writing and signed by an authorized representative of each Party and annexed to the Agreement as addendum.

20. CO-OPERATION

As per CVC Circular no. 01/01/17 dated 23rd January 2017 w.r.t Systematic Improvement Guidelines - Engagement of Consultants. _____ shall co-operate fully with anybody constituted to investigate/conduct an inquiry into the processing or execution of the Agreement or any other matter related to the discharge of contractual obligations by the _____.

Each party to this agreement agrees to execute and deliver all documents and to perform all further acts and to make any and all further steps that may be reasonably necessary to carry out the provisions of this Agreement and transactions contemplated thereby.

21. ENTIRE AGREEMENT

Agreement means this agreement entered into between the Parties as recorded in the contract form signed by the Parties including the Annexures, Schedules, the agreed terms as set out in the Agreement, all documents, clauses, exclusions incorporated by reference herein and amendments/alterations/modifications done through addendums to the above from time to time. All these shall be said to form an integral part of this Agreement.

This Agreement constitutes the entire agreement between the parties relative to the subject matter hereof, and supersedes all proposals, written or oral, and all other communications between the

parties relating to the subject matter of this Agreement which are made prior to the date of this Agreement.

22. WAIVER

- i) Any waiver of any provision of this Agreement is ineffective unless it is in writing and signed by the Party waiving its rights.
- ii) A waiver by either Party in respect of a breach of a provision of this Agreement by the other Party is not a waiver in respect of any subsequent breach of that or any other provision.
- iii) The failure of either Party to enforce at any time any of the provisions of this Agreement shall not be interpreted as a waiver of such provision.

23. CONFLICT OF INTEREST

As per CVC Circular no. 01/01/17 dated 23rd January 2017 w.r.t Systematic Improvement Guidelines - Engagement of Consultants._____ shall disclose to GIC Re in writing, all actual and potential conflicts of interest that exist, arise or may arise for it.

(a) _____ shall provide professional, objective and impartial advice and at all times hold GIC Re's interest's paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or its own interests which affect the performance of this Agreement to the detriment of GIC Re. _____ shall not engage and shall cause its Personnel and Affiliates not to engage, either directly or indirectly, in any business, professional, consulting or other activities that would conflict with the activities assigned to them under this Agreement or the interest of GIC Re under this Agreement.

If during the period of this Agreement, a conflict of interest arises for any reasons, _____ shall promptly disclose the same to GIC Re and basis the conflict both the parties can analyze the situation and _____ shall then act in accordance with the instructions of GIC Re.

(b) The payment to _____ pursuant to this Agreement hereof shall constitute the only payment in connection with this Agreement.

24. NOTICES

All notices, requests or consents, permissions, approvals or other communications provided for or permitted to be given under this Agreement shall be in writing and shall be deemed effectively given when personally delivered or mailed by pre-paid certified / registered mail, return receipt requested, addressed as per the address given at the end and shall be deemed received two days after mailing or on the date of delivery if personally delivered.

25. STATUTORY AND OTHER REQUIREMENTS

During the tenure of this Agreement nothing shall be done by _____ in contravention of any law, Acts, or rules and regulations there under, or any amendments thereof and shall keep GIC Re, indemnified in this regard for any violation or non-compliance of the same.

26. Conditions Precedent:

This Agreement is subject to the fulfilment of the following conditions precedent by_____.

27.1 _____has executed an Integrity Pact with GIC Re which essentially envisages an agreement committing Officials/Representatives of the Parties to the Agreement (covered in terms of the threshold limit set by GIC Re), not to exercise any corrupt influence on any aspect of the Agreement.

27.2 The Agency shall at its own expense deposit with GIC Re within 14 days from the receipt of notification of award of the contract from GIC Re, an unconditional, irrevocable, and continuing Performance Bank Guarantee from a scheduled commercial bank acceptable to GIC Re, payable on demand, for the due performance and fulfilment of this Agreement. The Performance Bank Guarantee shall be denominated in the currency of India, INR. The Performance Bank Guarantee (PBG) shall be valid for a period of 60 days beyond the date of completion of all contractual obligations including warranty obligations, renewable as may be stipulated by GIC Re.

27.3The Agency shall sign the Non-Disclosure Agreement (NDA) in the format attached as Annexure_andthe Deed of Indemnity in the format attached as Annexure_with the RFP.

28.Accountability of the Consultant –

As per CVC Circular no. 01/01/17 dated 23rd January 2017 w.r.t Systematic Improvement Guidelines - Engagement of Consultants regarding._____warrants to perform its obligations hereunder with all due diligence, professional care, professional integrity, transparency, competitiveness, efficiency and economy, in good faith and in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and methods.

_____shall always act at all times and in respect of any matter relating to this contract or to the Services, as faithful adviser to the “GIC Re”, in the interest of GIC Re, and shall support and safeguard the “GIC Re's” legitimate interests in any dealings with Sub-Consultants or Third Parties if any.

_____shall be accountable for the advice/service rendered to GIC Re keeping in view that the same is being rendered for a consideration.

In the event of improper discharge of the contractual obligations by or deviant conduct on the part of_____, it shall be liable to GIC Re for the loss suffered by it owing to the said improper discharge or deviant conduct. In case the said improper discharge or deviant conduct is discovered before the payment of contract price the same shall be paid after reducing the amount of the loss suffered.

29.Independent External Monitors (IEMs) -

As per terms of RFP, IEMs, would review independently and objectively, whether and to what extent Bidders have complied with their obligations under the Integrity Pact. This project will be reviewed by following Independent External Monitors-

1. Shri Keshav Kumar

30. ANTI FRAUD AND CORRUPTION

It is the GIC Re's policy that GIC Re as well as the Agency observe the highest standard of ethics and propriety during the procurement process, execution of the contract, the contract duration and thereafter (hereinafter referred to as the 'Contract Cycle'.)

DEFINITIONS:

In pursuance of this policy, GIC Re defines, for the purpose of this provision, the terms set forth below as follows:

- "Corrupt Practice" means the offering, promising, giving, receiving, or soliciting, directly or indirectly, anything of value, either tangible or intangible, which a person is not entitled to, to influence or which has the potential to influence the action of an official during the Contract Cycle.
- "Fraudulent Practice" means the following:
 - A misrepresentation or omission of facts or submission of fake or forged documents in order to influence any component of the Contract Cycle.
 - An intentional act of commission or omission designed to deceive, resulting in GIC Re suffering a loss and/or the perpetrator achieving a gain.
- "Collusive Practices" means a scheme or arrangement whether formal or informal, between two or more bidders, with or without the knowledge of the GIC Re, designed to establish prices at an artificial, non-competitive levels or which affects submission or non-submission of bids.
- "Coercive Practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or affect the contract cycle.

Misdemeanour for this purpose shall include Corrupt, Fraudulent, Collusive and Coercive practices which shall carry meanings as per the definitions above.

MEASURES TO BE TAKEN BY THE GIC RE:

- GIC Re will be within its rights to terminate this Agreement with the Agency for any Misdemeanour during the Contract Cycle, ban/blacklist/debar the Agency from this and further procurements and the like.

- GIC Re will be within its rights to take any other action against the Agency deemed appropriate as per the terms of the BID Documents and this Agreement as well as the law of the land.

MEASURES TO BE TAKEN BY THE AGENCY:

- The Agency shall during the entire Contract cycle, comply with the provisions of the Anti-Fraud Policy of GIC Re and not commit any Misdemeanour.
- The Agency shall procure the compliance with the above obligations (as mentioned in a.) from its associated persons, officers, employees, agents, subcontractors, or independent contractors as may be used for the fulfilment of its obligations under the Bids and this Agreement during the entire Contract cycle.
- If the Agency gains knowledge of any conduct by any of its associated persons, officers, employees, agents, subcontractors, or independent contractors which constitutes a Misdemeanour or non-compliance of the Anti-Fraud Policy, or if it has reasonable suspicion of the existence of such conduct, it shall immediately inform GIC Re of such knowledge and if requested by GIC Re, provide information it may reasonably require regarding such conduct.

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representative of each Party on the day and year first above written.

SIGNED for and on behalf of _____
By
Position.....
Date
Address

SIGNED for and on behalf of General Insurance Corporation of India
By:
Position:
Date:
Address: "Suraksha" 170 J Tata Road Churchgate, Mumbai-20

Annexure 9 - Eligibility Criteria

GIC Re will short-list those Agencies which satisfy the eligibility criteria in all respects and declare the Agencies which are technically qualified for further evaluation.

GIC Re will form a committee for making evaluation. This Committee will evaluate the application submitted by the applicant and the agencies fulfilling the Eligibility Criteria will be shortlisted for further evaluation of the agency profile.

The agencies achieving the cut-off score will be called to make a presentation to the committee on the capabilities, to make a presentation to the Committee on their capabilities, experiences etc. and showcase their work done for other clients. The Evaluation committee will make the final selection of agencies. The decision of the Evaluation Committee, after going through the presentations of the advertising agencies, will be final.

Sr. No	Criteria		Max Marks	Scoring Methodology
A	AGENCY PROFILE			
1	Agency Experience		10	a) 10 Marks if experience is more than 10 Years. b) 8 Marks if experience is more than 7 to 10 Years. c) 5 Marks if experience is more than 5 to 7 Years. d) 3 Mark if experience is less than 5 Years.
2	Quality of Clients and retention of clients during last 5 years	BFSI Clients	6	a) 5 or More than 5 Clients = 6 Marks (min 4retained) b) 4 Clients = 5 Marks (min 3 retained) c) 3 Clients = 4 Marks (min 2 retained) d) 1 to 2 Clients = 3 Marks (min 1 retained)
		Non - BFSI Clients	4	a) 5 or More than 5 Clients = 4 Marks b) 4 Clients = 3 Marks c) 3 Clients = 2 Marks
3	Annual Turnover (as defined in eligibility)		10	a) Full Marks (10) if Annual turnover is more than 10 Crores. b) 8 Marks if Annual turnover is more than 7.5 to 10 Crores. c) 5 Marks if Annual turnover is more than 5 to 7.5 Crores. d) 2 Marks if Annual turnover is less than 5 Crores.

4	Successfully executed major advertising campaign in Print or Electronic Media during last 3 financial year.	20	a) More than 5 campaigns = 20 marks b) 3 to 5 campaigns = 10 marks c) less than 3 campaigns = 5 marks
5	Awards and recognition (from any Govt/ PSU or Reputed Organization/ Industry awards)	10	a) More than 4 = 10marks b) More than 2 to 4 = 7 marks c) less than 2 = 5 marks
6	Advertising agency staff strength, with full back-office support of technical staff, media buying, negotiations, operations. etc.	10	a) More than 10 staff = 10marks. b) More than 5 to 10 = 7 marks c) More than 2 to 5 = 5 marks
	Total (A)	70	

B PRESENTATION PARAMETER				
Sr. No	Criteria	Presentation Parameter	Max. Marks	Subjective Evaluation by the Committee
1	Presentation	- Understanding of Present Position / Perception about GIC Re - Presentation of sample campaign with media plan, strategy, languages, concept for Print & Electronic and social media.	10	
2	Previous Media plan & buying for any client	Cost Savings for PSU/Govt. clients in terms of card rate and negotiated rate	10	
3	Previous creatives for agency's clients	Product Creative with Target audience and communication Mediums where creative was used	10	
	Total (B)		30	
	GRAND TOTAL (A+B)		100	

Cut off marks :- 65 (Minimum 45 for technical evaluation and 20 for presentation)

Allocation of Work

- i.)The empanelment shall be initially for 3 years from the date of accepting the terms and conditions by the empanelled Agencies and signing of an agreement with GIC Re and may be further extended for 1 year based on periodic reviews and performance assessment during the duration of empanelment at the same terms and conditions.
- ii) GIC Re shall be free to curtail the empanelment at any time during the period of empanelment, without assigning any reason.
- iii) GIC Re will give a brief description based on the nature of work and invite Proposals/Concepts/Creativity/Scripts from the empanelled Agencies for specific work.

Selection of agency for work/tasks

- Top 6 Agencies shortlisted & selected by the technical committee will be considered for the empanelment.
- Post the empanelment the estimates/quotes will be invited from the 6 empanelled agencies for various advertising & publicity requirements as mentioned (but not limited to) scope of work as and when required by the Corporation.
- For the Jobs estimated up to Rs. 50,000/- The Work will be allotted on rotation basis.
- The job will be allotted to the L1, if estimate/quote for an amount exceeding Rs.50,000/- combined with a maximum discount from the agency commission (0-15% margin).