

Request for Proposals (RFP)

**The provision of a digital conference and related
services to
the
Institute of Actuaries of India**

RFP No. IAI: RFP: 2021-22/MKT/01

Institute of Actuaries of India
A Statutory body Established under the Actuaries Act 2006 (35 of 2006)
for Regulation and Development of Actuarial Profession in India
Unit no. F-206, 2nd Floor, 'F' Wing in Tower 2,
Seawoods Grand Central, Plot no R-1, Sector 40, Seawoods,
Near Seawoods Railway Station Navi Mumbai - 400 706

www.actuariesindia.org

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REQUEST FOR PROPOSAL FOR CONDUCT OF VIRTUAL ACTUARIAL CONCLAVE 2022 BY INSTITUTE OF ACTUARIES OF INDIA

Date: 8-10-2021

RFP SPECIFIC INFORMATION	
Name of Project:	RFP for Conduct of Virtual Actuarial Conclave 2022
RFP Reference Number:	IAI:RFP:2021-22/MKT/01
Date of Commencement of Proposal	8-10-2021
Deadline for delivery of Proposal	22-10-2021; 12:00 Hours
Date and Time of Opening of Technical Bids	23-10-2021, 12:00 Hours
Contact person	
Name and Address for Communication	Ms. Gauri Kothari DEPUTY GENERAL MANAGER INSTITUTE OF ACTUARIES OF INDIA. Address: Unit no. F-206, 2nd Floor, 'F' Wing in Tower 2, Seawoods Grand Central, Navi Mumbai - 400 706. DIRECT NUMBER- +91 22 62433355 Email : Gauri@actuariesindia.org

Schedule for Pre-Bid and Commercial Bid

Sl. No	Description	Details
1	Pre-Bid Query	Pre-bid query shall be only through email before the closure of request
2	Bidders should furnish: a) Earnest Money Deposit (EMD) - Rs 50000 b) Contact Details- As given above in Name and address for communication c) Hard Copy of the RFP Document and supporting documents duly signed and sealed by the Bidder without quoting rates d) Both commercial and technical bids have to be submitted to the IAI office, Navi Mumbai.	Hard copies may be submitted to Ms. Gauri Kothari, Deputy General Manager at the address for communication mentioned above Signed and sealed RFP document (all pages) along with the supporting documents and a blank price bid format

INTRODUCTION

IAI is a statutory body established under [The Actuaries Act 2006](#) (35 of 2006) for regulation of profession of Actuaries in India. The provisions of the said Act have come into force from 10th day of November 2006, in terms of the notification dated 8th November 2006, issued by the Government of India in the Ministry of Finance, Department of Economic Affairs. As a consequence of this, the erstwhile [Actuarial Society of India](#) was dissolved and all the Assets and Liabilities of the Actuarial Society of India were transferred to, and vested in, the Institute of Actuaries of India constituted under Section 3 of the Actuaries Act, 2006.

The erstwhile Actuarial Society of India (ASI) was established in September 1944. Since 1979 the ASI has been a Full Member of International Actuarial Association (an umbrella organizations to all actuarial bodies across the world) and is actively involved in its affairs. In 1982, the ASI was registered under Registration of Literary, Scientific and Charitable Societies Act XXI of 1860 and also under Bombay Public Charitable Trust Act, 1950. In 1989, the ASI started examinations upto Associate level, and in 1991, started conducting Fellowship level examination leading to professional qualification of an actuary, till then the accreditation was based on Institute of Actuaries, London examinations (now Institute and Faculty of Actuaries.).

Objects of the IAI: The main objects of the Institute are (section 5 of the Actuaries Act, 2006):

- To promote, uphold and develop the standards of professional education, training, knowledge, practice and conduct amongst Actuaries;
- To promote the status of the Actuarial profession;
- To regulate the practice by the Members of the profession of Actuary;
- To promote, in the public interest, knowledge and research in all the matters relevant to Actuarial Science and its application; and
- To do all such things as may be incidental or conducive to the above objects or any of them.

INVITATION FOR PROPOSAL

Proposals are hereby invited for the provision of a digital conferencing platform and related services to the IAI.

The IAI is looking to appoint a service provider that will manage all aspects, including proposed design and functional use of the digital platform for fully interactive and customized virtual conclave running over three days (approx. 9-10 hours a day), tentatively planned to take place from 10th-12th February, 2022. In addition, the platform must remain accessible for IAI to download and/or stream the created content, until next 6 months.

The solution is expected to be a turnkey solution, including but not limited to the creative content support, platform, infrastructure, connectivity and capabilities associated with a world-class digital conference, to host an estimated range of around 2000-4000 plus unique attendees.

The proposal must be inclusive of all costs and services required to deliver the required services.

SCOPE OF WORK for VIRTUAL ACTUARIAL Conclave 2022

1. SUBMISSION REQUIREMENTS:

The evaluation of the functional / technical details of the proposal will be based on the following criteria:

Section	Details	Ability to match the qualifications set forth in this solicitation
Section 1: Company profile:	Please limit to no more than two pages. CV's or resumes will not count toward the page limit.	5%
	1. Provide a description of your business - Organization Name - HQ Address - Corresponding Office Address (If different)	
	2. Provide the year established in the current business for the services requested in this request for proposal.	
	3. Please provide a copy of your annual report and include information on company size, number of employees and annual revenue.	
	4. Brief CV's or resumes of key personnel-in a leading paragraph, please indicate how much time each person(s) will devote to this project and what other projects this person (s) undertake at the same time.	
	5. Please provide details of your operating model (what activities are owned and controlled in-house and which are in collaboration/dependent with a third-party)	
Section 2: References:	A description of the types and sizes of client organizations served, as well as a sample client list indicating the type of services rendered	5%
	Respondents should provide references as follows:	
	1. At least three (3) examples of relevant work within the past year;	
	2. At least two (2) organizations to which you recently submitted un awarded bids within the past year;	
Section 3: Technology	3. The contact information should include the contact name, phone number, e-mail address, and website address. References will be contacted as part of the evaluation process	20%
	1. Describe your ability to create and support 3D & 360 degree virtual events that may include entry walkthrough videos, a mix of live feed and SimuLIVE, Green Screen studio/office sessions etc.	
	2. Provide platform details including landing page/microsite, server details, bandwidth etc Please describe what audio and video formats you support including the web call platforms you support for speakers to present	
	3 Please provide details of how your platform caters to different devices, including mobile devices, tablets, laptops etc..	
	4. Does the solution provide an option for participants to download supplemental materials such as handouts? 5. Does an event participant have the ability to add the entire event as well as individual event sessions to their own personal or work calendar pre- event?	

	<p>6. Describe your ability to rebroadcast sessions for post event content.</p> <p>7. Does your solution allow for creating visual graphics and animation and embedding video onto any presentation slides to make the look and feel more dynamic??</p> <p>8. Is the back end of your solution accessible to IAI? Is it user friendly?</p> <p>9. Does your platform have an agenda builder?</p> <p>10. Does your platform support multi-languages and or subtitling?</p> <p>11. Describe your platforms reporting/ Analysis functionality. Provide samples of your reports.</p> <ul style="list-style-type: none"> • Number of Attendees; • How long attendees remained engaged; and • Technical reports indicating the latency, user experience and technical issues experienced. • Feedback, polling, chat bot, voting or any other facility to encourage interaction <p>12. Please provide your portfolio of evidence demonstrating adherence to privacy requirements e.g. IT encryption/security audit reports or certifications</p> <p>13. Describe platform’s push notification capabilities & integration with what’s app & other social media platforms.</p> <p>14. Describe your platform’s 3D Exhibit Hall functionality.</p> <p>15. Describe the functionalities the exhibition booths have? How these functionalities can be leveraged to provide different level of benefits to the sponsors?</p> <p>16. Provide detailed features of your platform that can be beneficial/provide visibility to different categories of sponsors.</p> <p>17. Provide graphic samples of what the home screen and digital exhibit hall looks like.</p> <p>18. Ability of the platform to simultaneously live stream on YouTube, Facebook & other social media platforms.</p> <p>19. Describe your platforms ability for various E communications, mailers, SMS, customized certificates etc</p>	
Section 4. Social/ Collaboration Ability	<p>1. Describe your tool’s ability to allow users to chat with Speaker/Fellow Attendees during the event.</p> <p>2. Is there white boarding functionality?</p> <p>3. Describe your tool’s ability to integrate with other social networking tools, including Facebook, Twitter, and LinkedIn. What other social features do you offer?</p> <p>4. Describe your tool’s capabilities for attendee engagement/networking opportunities. Provide comprehensive details.</p> <p>5. What are the gamification engagement options within the platform? E.g. games, leader board functionality and availing prizes/redemption of points etc..?</p> <p>6. What are some examples of making the platform engaging and fun?</p> <p>7. What are the options of presenting award function with celebratory feel of real world</p> <p>8. Can you offer editing of Pre-recorded video sessions conducted through a web video call platform (e.g. Teams/Zoom/Webex etc...)</p>	15%

	<p>9. Describe your ability and approach to creating/ producing and editing of videos for Awards/ sponsors/ promo/ sessions/ announcements</p> <p>10. Provide us some innovative suggestions on how can we make the award & reward ceremony more attractive</p> <p>11. Please describe your arrangements for shooting in a studio (if required). Do you own your studio? Where do you have access to studios? Can we create a mock studio with green screens etc. at IAI offices?</p>	
Section 5. Customer Service:	<p>1. Describe how you would structure your client team to support us, what project management steps you take approach you and how this will function during event development before and during a virtual event</p> <p>2. What type of strategic account & project management can be provided</p>	15%
Section 6. Staffing & Project methodology	<p>1. Indicate how you would staff the virtual conference, including the number of staff who you would have for the virtual event. What are options for reducing staff cost.</p> <p>2. Project methodology and implementation plan</p>	20%
Section 7. Pricing	<p>1. Provide an itemized listing of your proposed pricing. State where there may be extra fees for either customizations or extra services.</p> <p>2. Where required please provide modular pricing (per unit) where the cost depends on particular unit factor (e.g. # of locations/rooms created, program length / - or recorded versus live sessions</p> <p>3. State where there may be extra fees for either customizations or extra services.</p> <p>4. Provide a standard price list for any additional add-ons that are not included in this RFP. E.g. Video production, studio costs</p> <p>5. Provide pricing for different audience sizes of 1000/1500/2000/2500 up to 5000 participants. Also additional cost if participants exceed 5000.</p>	20%

CONTRACT TERM AND DELIVERY DATES

IAI reserves the right to award under this solicitation without further negotiations. The respondents are encouraged to offer their best terms and prices with the original submission. Final delivery dates will be negotiated upon award.

The selected vendor will be expected to prepare and submit a detailed, comprehensive work plan shortly after being selected and awarded the contract for these services. Please indicate when you would be able to submit such a plan if awarded the contract. The timeframe will be considered in the evaluation of proposals. Given the timeline of the project, please include periodic formal progress check-ins/ status reports between the vendor and IAI team.

No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful Bidder except as directed in writing by IAI. IAI shall have full powers, subject to the provision herein after contained, from time

to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract.

BIDDING TERMS AND CONDITIONS

1. Interested Bidders shall submit their Proposals within the deadline stated above and in compliance with all the terms stated herein. Any proposal received after the prescribed deadline will not be considered.
2. The RFP will also be available on the website <https://www.actuariesindia.org> during the period mentioned above.
3. Offer Validity Period: The Proposal offer validity shall be 05 days from the date of publication of the RFP. Any offer falling short of the validity period is liable for rejection. IAI may prescribe extension of the bid validity, if found necessary.
4. IAI shall not pay any costs associated with the preparation, campus visits, submittal, or presentation of any proposal.
5. If IAI determines that a Bidder has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the Bidder knew or should have known was materially incorrect, that proposal shall be determined non-responsive, and the proposal shall be rejected.
6. IAI reserves the unilateral right to amend this document in writing at any time. IAI also reserves the right to cancel or reissue the document at its sole discretion. If an amendment is issued it shall be provided to all bidders, whose intent to respond to this RFP is known. Bidders shall respond to the final written document and any exhibits, attachments, and amendments.
7. IAI reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety.
8. IAI reserves the right, at its sole discretion, to waive variances in technical proposals provided such action is in the best interest of IAI. Where IAI waives variances in proposals, such waiver does not modify the RFP requirements or waive the obligations on part of the Bidder from full compliance with the terms contained herein. Notwithstanding any variance, IAI may hold any Bidder to strict compliance with the RFP.
9. All proposals and other materials submitted in response to this RFP become the property of IAI. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, shall be held in confidence during the evaluation process.
10. The comments/amendments/corrigendum to any of the terms and conditions of this RFP Documents issued & circulated to all the bidders as per the conditions set forth in this document should be construed as IAI's final policy and shall supersede all the previous written/verbal

communications including this RFP Document in that regard, other conditions remaining the same and unchanged.

11. A Bidder who submits or participates in more than one bid will cause all of the proposals in which such bidders who have participated to be disqualified. No Bidder can be a subcontractor while submitting a bid individually in the same bidding process.
12. The proposal transmittal letter (covering letter) must be signed by at least one principal and include all required information.
13. Compliance with RFP terms: Bidder's offer must conform in all respects with the applicable specifications, terms and conditions of the RFP. Any deviation from the RFP specifications or terms and conditions must be clearly and explicitly stated.
14. It is presumed that the Bidders have examined all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bid documents or submission of bid not substantially responsive to the bid documents in every respect will be at the Bidder's risk and may result in the rejection of its bid without any clarifications.
15. Canvassing in any form in connection with the RFP is strictly prohibited and the RFPs submitted by the Vendors who resort to canvassing will be liable to be summarily rejected.
16. Sub- Contracting is not permitted.
17. Bidders shall not contact IAI on any matter relating to their Bids from the time of opening of the Technical Proposal till the contract is awarded. If a firm wishes to bring additional information to the notice of IAI, it should do so in writing at email address indicated in page 1. Any effort by the firm to influence IAI in its evaluation, proposal comparison or contract award decisions may result in the rejection of the Bidders proposal.
18. Conflict of Interest -The Vendor appointed as per the procedure, or any person employed by him shall not have any direct or indirect interest, whether pecuniary or otherwise, in any matter concerning or related to the administration or functions of the Institute. Vendors must fully disclose, in writing, to the IAI's RFP contact on or before the closing date of this RFP, any relevant, perceived, or possible conflicts of interest and/or pending lawsuits. The Evaluation Committee shall review any submissions by proponents under this provision and may reject any proposals where, in the opinion of the Evaluation Committee, the vendor could be in conflict of interest or could be perceived to be in a possible conflict of interest position, if the vendor were to become a contracting party pursuant to this RFP.
19. If the service provider / Vendor fails to deliver the desired number of resources in a timely manner or does not perform any or all the services within the stipulated time schedule, the IAI may, without prejudice to its other remedies under the Contract, and unless otherwise extension of time is agreed upon without the application of Liquidated Damages, deduct from the Contract Price, as liquidated damages a sum equivalent to 5% of the monthly billing amount for delay of each week or part thereof subject to a maximum of 25% of the total monthly billing in a single instance. Once the maximum deduction is reached, the IAI may consider termination of the Contract. This Liquidated damage will be over and above the penalties as listed elsewhere in the RFP.

20. Taxes and Duties

- (a) The service provider / Vendor shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India.
- (b) Prices quoted should be exclusive of all Central / State Government taxes/duties and levies Any other charges that would be applicable/charged per consignment should be specifically stated /mentioned while submitting the indicative financial bids as required in the format attached in this RFP
- (c) All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by the Vendor.

21. The bidders should submit the hard copies of the same along with the Technical RFP. Hard copy of the Technical RFP duly signed and sealed on every page, shall be submitted either in person or by post on the date mentioned above. Hard copies of the supporting documents submitted should be the same. The RFPs should be addressed to the Head - Operations, Institute of Actuaries of India, Unit no. F-206, 2nd Floor, 'F' Wing in Tower 2, Seawoods Grand Central, Navi Mumbai, Maharashtra-400706.

22. Sealing and Submission of RFPs:

All the pages, supporting papers/documents submitted along with the RFP should be signed by the authorized signatory and stamped. RFPs not containing full information as regards to qualifying requirements and Technical Bid are liable for rejection.

In case of hard copies, Bidders are required to submit two separate sealed envelopes, marked as Envelope-1 and Envelope -2 duly labelled viz.,

Envelope-1 should contain: 'Original Technical RFP Document' as downloaded from IAI website along with supporting document and price bid format (blank)- with seal and signature on every page.

This sealed inner envelope shall be wrapped in an outer envelope, properly closed, sealed, addressed to designated officer (as mentioned below), duly super scribing on top -

- (a) the Title of Work
- (b) address of the designated officer (is given below)
- (c) the name and full address of the Bidder along with the contact person and the contact number
- (d) Do Not Open Before - the last date of submission

Thus, the Envelope 2 will contain the sealed inner envelope.

Each inner envelope should be super-scribed on the top -

- (a) The Name and Address of the Bidder
- (b) Title of the Work
- (c) Documents for Essential Criteria / Original Technical RFP

The address of the designated officer of IAI:

Ms. Gauri Kothari
Deputy General Manager

**INSTITUTE OF ACTUARIES OF INDIA,
Unit no. F-206, 2nd Floor, 'F' Wing in Tower , Seawoods Grand Central, Navi Mumbai,
Maharashtra - 400706**

RFPs received with defective sealing of outer envelope or inner envelopes will not be accepted.

Note: If the outer cover of any RFP is not addressed to the designated officer mentioned above, such RFPs will be summarily rejected.

Instruction to bidders- Proposal submission

1. **Both Technical Bid and Financial Bid should be submitted together**
2. **Technical Bid:** The agencies should give details of their technical soundness and provide the list of documents (Refer to Annexure 1 to 4). These should be submit in IAI office, Navi Mumbai duly signed.
3. **Proposal Language:** The Proposal shall be in English Language only.
4. **Deadline for Submission:** The last date of submission of Proposals is given herein, unless amended by IAI through the issuance of addendums on its website.
5. **Extension of Deadline for submission of Proposal:** IAI may, at its discretion, extend this deadline for submission of Proposals by amending the Proposing Documents which will be intimated through IAI website, in which case all rights and obligations of IAI and Proposer will thereafter be subject to the deadline as extended.
6. **Late Proposal:** Proposals received after the scheduled time will not be accepted by IAI under any circumstances. IAI will not be responsible for any delay due to postal service or any other means.
7. **Right to Reject, Accept/Cancel the Proposal:** IAI reserves the right to accept or reject, in full or in part, any or all the proposal offered by applicants without assigning any reason whatsoever. IAI does not bind itself to accept the lowest or any RFP and reserves the right to reject all or any Proposal or cancel the Proposal without assigning any reason whatsoever. IAI also has the right to re-issue the RFP without the applicants having the right to object to such re-issue.
8. **RFP Abandonment:** IAI may at its discretion abandon the process of the selection of Proposer for Appointment of Internal Vendors for IAI at any time before notification of award.
9. **Proposal Evaluation Process:** The Proposal Evaluation will be carried out in 2 stages. Technical Proposal will be first evaluated and commercial bid will be open to only those who qualify the technical bid.
10. **Contacting IAI:** From the time of Proposal opening to the time of Contract award, if any Proposer wishes to contact IAI for seeking any clarification any matter related to the Proposal, it should do so through email communication at gauri@actuariesindia.org

PROPOSAL EVALUATION METHODOLOGY

IAI will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP submitted by the submission due date and time specified in this document. The categories that shall be considered in the evaluation of proposals include **Company Profile, References, Technology used, Social Collaboration ability, Customer Service, Staffing & project methodology and Pricing**. Only those proposals will be evaluated which meet the mandatory bidder qualification requirements detailed in this RFP Document.

1. IAI will appoint a Selection Group to evaluate proposals, and to recommend award of a Contract to the successful Bidder, which meets the best interests of the Institute. The judgement of the selection group, considering best interest of IAI will be will be final and binding.
2. Non-responsive proposals will be rejected and not be forwarded to the Selection Group for consideration. Additionally, the Selection Group may determine that documentation proposal is so inadequate that it is non- responsive. Reasons that a proposal may be deemed non-responsive include, but are not limited to:
 - Failure to sign the proposal
 - Failure to acknowledge addenda
 - Failure to provide required documentation
 - Late submission of a proposal
 - Respondent does not meet minimum requirements
3. The Selection Group will evaluate all responsive written proposals to determine which proposals best meet the needs of the Institute based on the evaluation criteria.
4. To ensure that all RFP's are fairly evaluated, scored and ranked, it is very important that the RFP's are prepared according to the prescribed format. Failure to follow this requirement may result in the disqualification of a proposal.
5. Only those Applicants whose Technical Proposals scores 60 points or more out of 100 shall be ranked as per score achieved by them, from highest to the lowest technical score (ST).
6. Commercial E-Bidding process shall be taken up to determine the competitive prices of the techno- commercially acceptable bids and include the following:

Evaluation of Proposal

A.	All proposals must be complete and convey all of the requested information, in the prescribed format, in order to be considered responsive.
B.	Responsive proposals will be evaluated by a committee on the basis of the criteria listed below. The following criteria as well as shortlisted vendors possible evaluation meetings, will be considered in award determination::
	Section 1: Company profile
	5

	Section 2: References	5
	Section 3: Technology	20
	Section 4. Social/ Collaboration Ability	15
	Section 5. Customer Service	15
	Section 6. Staffing & Project methodology, Demo	20
	Section 7. Pricing	20
C.	IAI reserves the right to award the contract to the firm with the highest score on criteria 1 through 7 or to meet vendors with the highest score on the sum of criteria 1 through 7.	
	** If invited Demo Presentations should define the approach, methodology and proposed work plan at IAI.	
	IAI will notify the successful firm by issuing a written IAI contract.	

7. Qualified Bidders:

- Bidder who has quoted the lowest will be declared as successful evaluated Bidder/ the Qualified Bidder who will be called L1 Bidder.
- The successful Bidder shall be required to execute a Contract Agreement with IAI on a non-judicial stamp paper of Rupees 200/- (Rupees Two hundred only). The cost of stamp paper shall be borne by the successful Bidder.
- IAI reserves the right to amend the terms & conditions of Contract after mutual discussions and this shall be done only be in writing. The details of the contract should be as per the Annexure 6- Form of Contract contained herein.

8. IAI reserves their right to negotiate the quoted price. IAI reserves the right to accept/ reject any RFP in part or full, without assigning any reason whatsoever.

Annexure 1 - Proposer's Information

Details of the Proposer		Requirement of Supporting documents
1	Name of the Firm	Yes
2	Addresses of the Firm	Yes
3	Head Office Phone No. Fax No. Mobile No. of Head Office In-charge:	Yes
4	Date of establishment of the firm	Yes
5	Date since when the H.O. is at existing Station	Yes
6	Branch Office 1, 2, 3 etc. (particulars of each branch to be given) Phone No. Fax No. Mobile No. of Head Office In-charge	Yes
7	Status of the Firm (Public Ltd/ Pvt. Ltd/ partnership/co.)	Yes

8	Details of Incorporation of the Company. Date: Ref#	(Certificate to be submitted)
9	Details of Commencement of Business Date: Ref#	(Certificate to be submitted)
10	Firm's Valid registration no.	(Certificate to be submitted)
11	Firm's Valid Good and Service Tax registration no.	(Certificate to be submitted)
12	Permanent Account Number (PAN)	Yes
13	Name & Designation of the contact person to whom all references shall be made regarding this RFP	
14	Telephone No. (with STD Code)	
15	E-Mail of the contact person:	
16	Fax No. (with STD Code)	
17	Website	

Annexure 2 - Declaration regarding Clean Track by Proposer

(On Company/firm's Letterhead)

To,
Ms. Gauri Kothari
Deputy General Manager
INSTITUTE OF ACTUARIES OF INDIA
Unit no. F-206, 2nd Floor, 'F' Wing in Tower 2,
Seawoods Grand Central,
Navi Mumbai
Maharashtra 400706

Sir,

Re: RFP No. **IAI: RFP: 2021-22/MKT/01** dated 8th October 2021 – RFP for the provision of a digital conferencing platform and related services to the IAI

I have carefully gone through the Terms and Conditions contained in the above referred RFP. I hereby declare that my company/firm is not currently debarred/black listed by any Government / Semi Government organizations/ Institutions in India or abroad. I further certify that I am competent officer in my company/firm to make this declaration.

Or

I declare the following

No.	Country in which the company is debarred/blacklisted/case is pending	Black listed/debarred by Government / Semi Government organizations/ Institutions Reason	Since when and for how long

(NOTE: In case the company/firm was blacklisted previously, please provide the details regarding Period for which the company/firm was blacklisted and the reason/s for the same)

Yours faithfully,

(Signature of the Proposer)

Printed Name

Designation Seal

Date:

Business Address

Annexure 3 - SCOPE OF SERVICE AND DELIVERABLES

1. Vendor will provide the following services to manage the Virtual Actuarial Conclave of 3 days of est. 9-10 hours per day (these are indicative and not limited):

1. Online Content Creation, Capture and Production

- Record, stream, and host live video and audio for sessions via audio and video feed.
- Schedule, record, and manage taping of educational sessions including synchronized PowerPoint presentations. Video requires display of both speaker(s) and the PowerPoint.
 - Estimated 18-20 technical sessions. Create some dynamic graphics to accompany the PowerPoint presentations to make them engaging, whilst the sessions are being streamed.
- Create and host a conference web page providing attendees access to streaming sessions.
- Award ceremony and cultural gala performances' to be relayed.
- Produce the award ceremony that has required glamour, fun element, interactivity
- Live sessions must be recorded in real-time and posted within 24 hours.
- On-Demand services including the ability to share pre-recorded videos and download documents inside the platform
- Full-service technical support for end-users online.

- Platform to have ability of different level of registration levels

- All logins will be integrated with member database, utilizing web services to synch and/or authenticate users. IAI's member ID will be stored with all activity on the site, and available for all data exports and reports.

- Communication(content creation) & creation of marketing collateral for the virtual conference prior to webinar and during conference incl. sms/WhatsApp message, sponsor brochure, attendees pre-event communications
- Creating/ editing of videos for Awards/ sponsors/ promo/ sessions/ announcements session filler videos / welcome video and conference opening Ganesh pooja video and platform navigation help video
- Copywriting
- Approximate 200 awards to be distributed, Award intro animation with sponsors, merging the recording of Company Sponsors (Award Presenter) on platform
- Felicitation of Volunteers with display of their name and photo on screen, Felicitation of Associate and Fellow members with Certificate
- Create a landing page with Custom Design (3D/360 Degree) with white labelled web based responsive and multi browser interface, the landing page should have Link to IAI Payment Gateway page and Registration MIS, API Integration.

2. Platform Capabilities/Technology

- Back end access to platform for admin is highly desirable.
- 3D & 360 degree costing desirable
- Ability to register for one day or multiple day access to platform. Registration fees are based on registration type. The system must be able to customize access to sessions based on the ticket type and to update the delegate's ticket type and price for incremental additions over the course of the conference.
- Networking features such as direct messaging, group chat, personal profiles, polling, feedback, survey, chatbots, live quiz , leadership and rewards functionality
- Searchable meeting schedule by day, session type, topic, with the ability for attendee to create their own schedule and save to calendars.
- Speakers should be featured to include photo, name, company, bio and link to all sessions where they are presenting.
- Speaker Management Portal - The portal is the primary hub for conference presenters and will be used to submit materials, communicate, and get information pertinent to their roles
- Download, upload, and electronically complete forms within the portal, including Speaker Agreement, Conflict of Interest declaration, Invoice and other forms as required. Completed forms must be later exported for IAI administrative functions
- Enable exhibitor and sponsor registration, including complimentary registrations as part of packages, with as many as 50 or more sponsors and exhibitors accessing the platform at the same time. IAI administrators must be able to add ("register") exhibitors or sponsors individually or via a bulk upload on complimentary basis.
- Sponsor features such as virtual interactive exhibition spaces, meeting company representative, chat, or placing banners. Different features to be available to configure for different sponsorship levels.
- Interactive 3D enabled Exhibit Hall searchable by category/ product/ keywords.
- Live gallery for all shots taken in photo booth
- Photo clicked to be directly posted on social media platform of the attendee
- Branding opportunities including designing, developing & configuration of virtual spaces with theme, logos, brochures and banners.
- Online environment that supports web and mobile attendance.
- Credential confirmation emails to registrants, directing them to the event landing page, which includes detailed login/connection instructions.

- Navigation Video- platform oriented VO for users with animation, VO & supers)
- Support services such as phone, email, chat support, and platform training including
- The systems must be able to distribute customized session and conference evaluations, generate reports that can be exported to common formats (Excel and PDF), and distribute certificates of attendance and CPD to attendees.

3. Technical and logistical support for all conference days

- Other features should include photo gallery, gamification, polling, chat, live quiz, surveys and custom designs of individual tabs.
- Access to the virtual platform must auto expire after a set date, which will be communicated later
- Only administrators can view all attendees
- The attendee list must not be made publicly available
- Only administrators can record the sessions
- Attendees must (mandatory field) accept the terms and conditions, of the IAI and the Cloud Service provider (could be one for both parties)
- If information is stored, consent from attendee must be obtained and therefore terms and conditions should be stated for the attendees to familiarise themselves with.
- Evaluations and Certificates - Conference and session evaluations enable the IAI to measure the impact of individual aspects of the conference as well as the overall event, and to use this information to inform planning of future events. This feature must be able to support evaluation questions, with responses using a range of formats, including Likert scale, multiple selections and free text.
- AR/VR technology where possible.

4. Post-production services

- Provide digitizing, editing, and mastering services of all recorded material for delivery no later than 5 days after initial recordings.
- Host and provide video content (archived web events, etc.)
- Record each event and deliver a master recording to IAI.
- IAI retains copyright and distribution rights for all content.
- Keep the records in archive for 12 months after the conference
- Production of a post conference promotional video (1-2 mins)

5. Event Reporting & Analytics Services

- VAC is a certified conference, delegates may earn educational credits for attending conference sessions. A method of tracking the sessions attended by each delegate is required and will be the basis for issuing a Certificate of Attendance for claiming credits.
- Live dashboard of activities of the attendees, speakers, exhibitors
- Participant activity export: Provide IAI with structured data via web service to enable IAI to store activity information (such as attendance) in its primary user database.
- Real time attendee data for all sessions and areas of platforms (exhibit booths, engagement activities, logged into site) with the ability for staff to run reports at their leisure.

- Attendee lists- access to run reports at any time (during and post event) of those attendees who watched a particular session.

6. Platform Must Haves

- Real time attendee data for all sessions and areas of platforms (break rooms, exhibit booths, engagement activities, logged into site) with the ability for IAI staff to run reports at their leisure.
- Tiered registration options. (Ability for one-day access/multi-day access, access to platform based on reg code or type of membership).

7. Marketing & communication

- Key visual design, mailer design template & HTML creation for mailers
- Attendee Registration Mailers
- Reminder Emailers & blast
- Thankyou mailers for registration, participation
- Creatives for all social media platforms
- Teasers to be created in jpeg & short video teasers

8. Project Management & timelines



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Timeline/ Selection Process Schedule

DESCRIPTION	COMPLETION / TARGET DATES RFP
Invitation issued	8 th October 2021
Proposal closing date	22 nd October 2021
Date and Time of Opening of Technical Bids	23 st October 2021
Evaluation period and invitations for virtual demonstration	25 th October 2021
Notification of successful proponent	2nd November 2021

Annexure 4- FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made on ___day of the month of _____, 2021, between, on the one hand, Indian Institute of Management of Maharashtra (hereinafter called the "IAI") and, on the other hand, __ (hereinafter called the "Vendor").

WHEREAS

- (a) The IAI has requested the vendor to provide certain services as defined in the Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) The Vendor, having represented to the IAI that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The terms and conditions of Contract as stated below;
 - (b) The following Appendices:
 - Appendix A: Scope of Services as detailed in Annexure 3 with modifications if any based on clarifications and post evaluation demonstrations.
 - Appendix B: Letter of Acceptance (to be issued by the Partner/Key Personnel under the Firm's letter head).
 - Appendix C: Technical Proposal (Annexure 1 & 2) **Appendix D: Non-Disclosure Agreement (Annexure 6)**
2. The mutual rights and obligations of the IAI and the Vendor shall be as set forth in the Contract, in particular:



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- (a) The vendor shall carry out the Services in accordance with the provisions of the Contract; and
(b) The IAI shall make payments to the vendor in accordance with the provisions of the Contract.

3. **Notification of Award:** After selection of the L1 Proposer and after obtaining internal approvals and prior to expiration of the period of Proposal validity, IAI will send Notification of Award /Offer Letter to the selected Proposer.

4. **Taxes and Duties:**

- All taxes deductible at source, if any, at the time of release of payments, shall be deducted at source as per prevailing rates while making any payment.
- Commercial Proposal should expressly and specifically contain details of all applicable taxes, duties, charges and levies of State or Central Governments as applicable, insurance, service taxes etc.

5. **Terms and Conditions:**

- The appointment will be only for Virtual Actuarial Conclave 2022
- The bidder should be having the registered office or branch office in India for at least 5 years
- NDA to be signed between the IAI & the Successful Bidder, to keep confidentiality of all the information received from IAI during the execution of this engagement

Payment Terms

The Payment Terms shall be as follows and subject to the deliverables.

- 10% payment shall be paid on signing contract as per Scope of Work.
- 20% payment shall be paid on approval of the final design of the landing page/platform/creatives etc.
- 30% payment shall be paid on go live date of landing page/platform
- 40% a week after successful completion of the conference to the satisfaction of IAI & complete handover of the event to IAI.

6. **Intellectual Property:** All Intellectual Property Rights in any guidance, specifications, instructions, plans, data, databases, patents, patterns, models, reports or other information which is: shall remain vested in the owner of such rights.

- (a) Furnished to or made available to the vendor by or on behalf of the Authority;
- (b) prepared by or for the vendor on behalf of the Authority for use, or intended use, in relation to the performance by the vendor of its obligations under the Contract; or
- (c) the result of any work done by the vendor, the Staff in relation to the provision of the Services (together with (a) and (b) above, the "IP information"), shall vest in the Authority and the vendor shall not, and shall ensure that the Staff shall not, use or disclose any IP Information without prior Approval save to the extent necessary for performance by the vendor of its obligations under the Contract.

7. **Anti-corruption Anti Bribery Clause:** The Vendor agree that they will conduct their business



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in compliance with all applicable local and foreign anti-bribery laws. The vendor also agrees to take all reasonable steps to ensure that all people with whom they do business (e.g. suppliers of products or services, resellers, partners, sub-contractors, consultants, agents, representatives) and their affiliates do the same, if applicable.

The vendor warrants and represent that they have never taken and neither will take any actions in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any government official (including any officer or employee of a government or government-controlled entity or instrumentality, or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or official thereof, or candidate for political office, all of the foregoing being referred to as “Government Officials”) or to any other person while knowing that all or some portion of the money or value was or will be offered, given or promised to a Government Official or any other person for the purposes of obtaining or retaining business or securing any improper advantage or influencing decision making and/or official action.

In addition to all other rights and remedies herein, if the Vendors found or reasonably suspected to be in breach of this compliance provision, IAI shall have the right to terminate this Agreement immediately, unconditionally and without penalty, upon serving the other party a written notice of termination. IAI warrants and represents that it has never solicited or accepted, or will never solicit or accept any money, gifts, amenity or entertainment (“gratuity”) from the Vendor that could influence or could reasonably give the appearance of influencing IAI’s business relationship with the Vendor

8. Proposer’s Liability

- a. The selected Proposer will be liable for all the deliverables.
- b. The Proposer’s aggregate liability in connection with obligations undertaken as part of the Project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the value of the contract.
- c. The Proposer’s liability in case of claims against IAI resulting from gross misconduct or gross negligence of the Proposer, its employees, contractors, and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.
- d. Liquidated Damages: The parties hereby agree that due to negligence of act of the Proposer or non- fulfilment of contract obligations, if IAI suffers losses, damages, the Proposer would be fully liable to the total value of the contract.

9. Use of IAI Logo

Policy of use of IAI Logo “The IAI logo and the name are registered trademarks of the Institute of Actuaries of India and restricted for use with IAI publicity, correspondence and



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documents. The logo may be used under special circumstances as decided by the Council. Use of the logo the name and the acronym by any individual (be a member of the Indian Actuarial Profession or otherwise) or any organization shall not be without the written permission from the person authorized by the Council”

10. Termination/Cancellation of Contract

- a) If any of the information/ documents furnished by the vendor is found to be incorrect, the offer will automatically stand cancelled without entertaining any further correspondence.
- b) In case the Bid is rejected for reasons mentioned in above, the organization shall identify a new vendor at its discretion and they shall not claim any right from this Organization
- c) Unless terminated earlier in accordance with these provisions, the appointment for Internal vendor is purely contractual
- d) The Organization may terminate the engagement with the vendor at any time by prior written notice of thirty (30) days. In the event the vendor commits a breach of the terms of this Contract, the Organization may terminate the engagement of the vendor immediately, or in the event the Organization is of the opinion that the breach is curable, with such notice, not exceeding fifteen (15) days, as the Organization deems fit. Without limitation, ‘breach’ includes, as regards the Vendor, placing themselves in a position of conflict with the Organization and negligence.
- e) The vendor shall have the right to terminate their engagement only by prior written notice to the Organization of not less than 120 days.
- f) After termination of the contract, the vendor shall not use or keep any of the material information given or make any representations to public or outsiders as continuing this agreement. The Vendor/ firm shall return all materials belonging to the Organization after termination of the agreement, unless otherwise instructed in writing by the Organization.
- g) The Organization shall have the absolute discretion in revising the fee structure, stipulating terms and conditions of the appointment and termination of services of the empanelled Vendor after giving due notice at any point of time including during the pendency of the contract.

11. **Dissolution of partnership:** If the Contract gets dissolved due to the death or retirement of any partner or for any reasons whatsoever before completing whole work or part of it undertaken by the principal, the partners will remain jointly and severally responsible to complete the work to the satisfaction of IAI. Failing which, they will be liable to pay the compensation for the loss sustained, if any, by IAI due to such dissolution, the amount of such compensation shall be fixed by IAI and its decision in the said matter shall be final and binding on the Contractor.

12. **Compliance:** The Contractor shall comply with the Terms of this Agreement and all applicable laws, and such of the policies of the Organization that apply to the Vendors. IAI shall in no way be liable for any violations on part of the Contractor. The Contractor shall ensure that, without prior written permission of IAI, their authorized representative shall not remain on



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the IAI premises after completion of their specified timings or on completion of their work under this contract.

13. **Confidentiality:** Both the Parties hereby undertake that under no circumstances whatsoever they shall disclose any of the Terms of this Agreement and all or any Confidential Information belonging to the other like financial plans, business plans, and others, declared confidential to which they might have access during the association with one another in terms of this Agreement, except to the extent that is already in public knowledge/domain. The Confidential Information as hereinabove detailed shall not be disclosed during the subsistence of this Agreement and thereafter for a period of five years from the date of termination for whatever reason
14. **Indemnity:** The Vendor (Indemnifying Party) shall indemnify, defend and hold harmless the Organization (Indemnified Party), its directors, officers and employees from and against any and all claims, demands, liabilities, and reasonable attorney's fees arising from any errors and any act/commission/omission on part of the Indemnifying Party or in connection with any work, authority or jurisdiction delegated to the Indemnifying Party under this Agreement.
15. **Limit of Liability:** Notwithstanding anything to the contrary in this Contract, the aggregate liability of the Organization shall not exceed the fees and charges undisputedly and admittedly due and payable by the Organization to the Vendors, and in no event shall the Organization be liable for any indirect or remote damages whatsoever.
16. **Arbitration:** Any dispute arising under the terms of this Agreement which cannot be resolved by the Parties shall be referred to arbitration by a sole arbitrator appointed jointly by the Parties. The said Arbitration shall act under the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof or any rules made thereof. The arbitration shall take place in Maharashtra, India, proceedings shall be conducted, and documentation presented in English. It shall further be agreed that, the decision of the arbitration shall be final and binding on both the Parties.
17. **Jurisdiction:** This Agreement shall be governed and construed in accordance with the Indian Laws and subject to the exclusive jurisdiction of competent courts at Maharashtra, India.
18. **Publicity:** Both the Parties shall be entitled to issue or make any press releases or other public announcements relating to this Agreement. However, all press releases or other public announcements relating to this Agreement must be approved in advance and in writing, in each instance, by both the Parties.
19. **Notice:** All notices, including notice of address change, required to be sent hereunder shall be in writing and shall be deemed to have been delivered when mailed by first class mail or reputable courier service return receipt requested to the address stated in the first page of this Agreement. Electronic communications are admissible provided these are sent with delivery confirmation receipt and followed by physical copy mailed as set forth above.



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20. **Force Majeure:** No Party shall be in default under this Agreement by reason of its failure or delay in the performance of its obligation if such failure or delay is caused by acts of God, Government Laws and

Regulations, Strikes/lock-outs at the training venue, war, natural calamities or any other cause beyond its control and without its fault or negligence.

The Party claiming the relief under force majeure shall notify the other Party thereof without undue delay and if the impediment continues for more than three (3) months due to such causes as mentioned above, either party shall be entitled to terminate the Agreement by written notice to the other party without incurring any liability for breach of contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

WITNESS

FOR AND ON BEHALF OF IAI

(Authorized Representative)

WITNESS

FOR AND ON BEHALF OF
[NAME OF Vendor]

(Authorized
Representative)



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Annexure 5 - FORM OF NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement is made and entered into on the <Insert Date> day of <Month>, 2021

(Hereinafter known as the "Effective Date") **between**

INSTITUTE OF ACTUARIES OF INDIA, is a statutory body established under [The Actuaries Act 2006](#) (35 of 2006) for regulation of profession of Actuaries in India, and having its office at Navi Mumbai, Maharashtra 400706, INDIA (hereinafter referred to as "IAI"), through its <Insert designation>, <Insert Name>, who is duly authorized to execute this agreement ("Disclosing Party");

And

<Insert Company Name>, a company incorporated under the Companies Act, 1956 and having its registered office at <Insert Registered Address> (hereinafter referred to as "Vendor"), through its <Insert Designation>, <Insert Name>, who is duly authorized to execute this agreement ("Receiving Party").

IAI and Company shall be individually referred to as "Party" and jointly referred to as "Parties".

Whereas both parties desire to exchange the Confidential Information for the purpose of enabling the successful provision of Service by the Vendor (hereinafter referred to as "Service") as engaged by IAI, and IAI to provide its confidential and proprietary material and data under conditions of confidentiality (hereinafter referred to as "Purpose").

Article 1. Confidential Information

For the purpose of this Agreement, "Confidential Information" shall mean any information of a confidential nature or which is proprietary in nature now or at any time hereinafter in the possession of the Disclosing Party. For the purpose of securing the confidentiality attached to the Confidential Information any information disclosed under this Agreement shall:

- a. if in written form, be marked "CONFIDENTIAL" before being disclosed to the Receiving Party together with the date of disclosure;
- b. if orally disclosed, be identified as confidential at the time of disclosure and reduced in writing by the Disclosing Party confirming the confidentiality within fifteen (15) days after such oral disclosure;



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- c. If disclosed in electronic data, including the data recorded in electronic or magnetic storage media, Disclosing Party shall designate as such by use of appropriate measures so that Receiving Party may recognize easily such information as confidential. In the event the Confidential Information is disclosed by the storage media, Disclosing Party shall notify Receiving Party of its confidentiality by such designation on the storage media or attached letter.

Article 2. Exceptions to Confidentiality

Information shall not be deemed to be Confidential Information if it is:

- a. Publicly available prior to this Agreement or is made publicly available without Receiving Party's breach of this Agreement;
- b. Already in Receiving Party's possession and was lawfully received from sources other than Disclosing Party;
- c. Inherently disclosed in, or capable of being determined, by the use, lease, sale, distribution, design, or operation of any commercially available product or service, including associated documentation;
- d. Rightfully received by Receiving Party from a third party without accompanying secrecy obligations; or
- e. Independently developed by Receiving Party having no connection with Confidential Information.

Article 3. Handling of Confidential Information

For the period of 5 years from the date of disclosure, Receiving Party shall comply with each of the following obligations with respect to Confidential Information.

- a. Receiving Party shall keep Confidential Information in confidence and, unless authorized by Disclosing Party in writing, shall not disclose Confidential Information to any persons, firms, corporations or entities other than Receiving Party's employees who reasonably require access to Confidential Information for Purpose. The Receiving Party shall inform each of such employees of the confidential nature of the Confidential Information and the obligations on the Receiving Party in respect thereof. The Receiving Party shall wherever practicable, obtain a written statement from each of its employees having access to the Confidential Information.
- b. Receiving Party shall use Confidential Information solely for Purpose.
- c. Receiving Party shall protect Confidential Information by agreeing to take all reasonably necessary measures to protect the secrecy of the Confidential Information, and to prevent the Confidential Information from falling into the public domain or into the possession of



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unauthorized persons.

- d. Receiving Party may reproduce Confidential Information only to the extent necessary for Purpose. Receiving Party shall not modify Confidential Information without a prior written consent of Disclosing Party. Receiving Party shall treat the modifications and reproductions thereof as their originals.
- e. If the disclosure of Confidential Information should be lawfully required by a valid order of a court, other governmental body or any political subdivision thereof or otherwise required by law, Receiving Party shall disclose such information to the extent of such order or law; provided, however, that it immediately so notifies Disclosing Party in writing and agrees to make a reasonable effort to cooperate with Disclosing Party to seek and, if possible, obtain a protective order requiring that such information should not be disclosed to any third party, or be used only to the extent of the conditions which such order or law stipulates.

Article 4. Return or Destruction

All Confidential Information furnished hereunder shall be returned to Disclosing Party promptly together with all copies made thereof by Receiving Party when this Agreement is terminated or when Disclosing Party makes a written request to do so during the term.

Article 5. Disclosing party's proprietary right

All Confidential Information furnished hereunder shall remain the property of Disclosing Party. Except as provided herein, no right or license whatsoever, either expressed or implied, is granted to Receiving Party pursuant to this Agreement under any patent, patent application, trademark, copyright, or other proprietary right now or hereafter owned or controlled by Disclosing Party. Further the Disclosing Party represents that the use of Confidential Information pursuant to the rights conferred on the Receiving Party under this Agreement does not infringe any patent or other proprietary rights of Third parties.

Article 6. Relationship of Parties

This Agreement shall not create a partnership, joint venture or relationship of trust or agency among the parties hereto. The parties hereto acknowledge that they are not under any legal obligation to enter into a definitive agreement with respect to the Purpose, except for the confidentiality matters set forth in this Agreement. For the avoidance of doubt, no party hereto shall use the Confidential Information shared pursuant to this Agreement for engagements with third parties or be liable to or responsible for any damages or expenses for any failure to agree upon a definitive agreement with respect to the Purpose.

Article 7. Limitation of Liability



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Disclosure of Confidential Information does not constitute any representation or warranty by Disclosing Party with respect to infringement of patent or other proprietary rights of third parties. In no event shall Disclosing Party be liable to Receiving Party for any kind of damages arising out of or in connection with the use of Confidential Information or any other data or its related information furnished to Receiving Party by Disclosing Party.

Article 8. Breach

Both Parties acknowledge and agree that any breach of confidentiality subject to this Agreement could result in irreparable harm to Disclosing Party. In the event of any breach or threatened breach of this Agreement, Receiving Party agrees that Disclosing Party will have the right to seek and obtain specific performance or injunctive relief to enforce the obligations imposed on Receiving Party in this Agreement in addition to any other rights or remedies, including monetary damages, provided by law. The Disclosing Party shall be liable to indemnify the Receiving Party for any kind of damages arising out of or in connection with the claims made by third party against the Receiving party with respect to the use of Confidential Information.

Article 9. Term and Termination

This Agreement shall become effective as from the Effective Date, and shall remain in effect for a period of 3 years from that date unless it is sooner terminated by either party by giving (30) days advance written notice to the other Party. The obligation to maintain Confidential Information in confidence shall survive the termination or expiration of this agreement.

Article 10. Miscellaneous

- a. **Entire Agreement:** This Agreement embodies the entire understanding between the parties hereto respecting the subject matter hereof. No Agreement or understanding to modify this Agreement shall be binding upon either party unless in writing and signed by both parties.
- b. **Survival:** Notwithstanding the expiration or termination of this Agreement, Articles 3, 5 and 8 shall survive the expiration or termination of this Agreement and bind the parties hereto.
- c. **Arbitration:** Any disputes, controversies or differences which may arise between the parties hereto, out of or in relation to or in connection with this Agreement, shall be settled amicably through negotiations. In case no settlement can be reached through negotiations, all disputes, controversies or differences shall be referred to and finally resolved by arbitration in English, in the English language, in accordance with the Arbitration and Conciliation Act, 1996 and its Rules. The venue of Arbitration shall be at Maharashtra. The arbitration award shall be final and binding on both parties.
- d. **Jurisdiction and Governing Law:** This Agreement shall be governed and construed in accordance with the Indian Laws and subject to the exclusive jurisdiction of competent courts at Maharashtra, India.



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In witness whereof, the Parties hereto have caused this agreement to be executed by their duly authorized representatives.

For IA

For Vendor



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Annexure - 6

SECTION 1 A: PROCEDURE FOR SUBMISSION OF RFP

1. BID PREPARATION

1. Bidder should take into account any corrigendum published on the RFP document before submitting their bids.
2. Please go through the RFP advertisement and the RFP document carefully to understand the documents required to be submitted as part of the bid.
3. Please note the number of covers (in case of hard copies) in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that needs to be submitted. Any deviations from these may lead to rejection of the bid.
4. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the RFP document/schedule and generally,

2. BID SUBMISSION

1. A standard format has been provided with the RFP document to be filled by all the bidders. Bidders to note that they should necessarily submit their financial bids in the prescribed format and no other format is acceptable.

3. AMENDMENT OF BID DOCUMENT

At any time prior to the deadline for submission of proposals, the institutions reserve the right to add/modify/delete any portion of this document by the issuance of a Corrigendum, which would be published on the website and will also be made available to the all the Bidder who has been issued the RFP document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

4. ASSISTANCE TO BIDDERS

1. Any queries relating to the RFP document and the terms and conditions contained therein should be addressed to the RFP Inviting Authority for a RFP or the relevant contact person indicated in the RFP.



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2. Any queries relating to the process of submission, kindly contact on number for the help is
+91 22 62433333, | Direct 022-62433355/54



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5. Any order resulting from this RFP shall be governed by the terms and conditions mentioned therein.
6. No deviation to the technical and commercial terms & conditions are allowed.
7. The RFP inviting authority has the right to cancel this e-RFP or extend the due date of receipt of the bid(s).