

**REQUEST FOR EXPRESSION OF INTEREST/EMPANELMENT OF DIGITAL
SERVICE PROVIDER**
**For AI-Driven Assessment of Motor Own Damage Estimated/Reported Loss up to Rs.
50,000/-, using App based methodology**

The empanelment under this EOI is subject to the final outcome of Writ Petition No.4399/2023 in the Hon'ble High Court of Delhi at New Delhi or court proceedings of any Hon'ble Court of competent jurisdiction on the subject

| Particulars | Details/ Target Date |
|--|---|
| EOI Document Number | PSGIC/MOT-DSP/01/2024-25 |
| Date of publication of EOI Document | 05.08.2024 (Monday) |
| Last date & time for receiving written queries from the Applicants on the mail id: r.gandhi@nic.co.in jagdish.kumar@orientalinsurance.co.in | 09.08.2024 (Friday) |
| Date of Pre-EOI submission meeting | 20.08.2024 (Tuesday) 11:00 am to 1:00pm (Hybrid Meeting) Meeting ID: 2641 624 2726 Password: 12345 |
| Place of Pre-EOI submission meeting | Project Office |
| Date for issuing clarifications by the PSGICs to the queries raised by the Bidders | 22.08.2024 (Thursday) |
| Last date of submission of EOI Application | 27.08.2024 (Tuesday)- by 2:00 pm |
| Proposed Assignment | To provide services for assessment of Motor Own Damage Estimated/Reported Loss up to Rs. 50,000/-, using App based methodology to the policyholders/claimants of Public Sector General Insurance Companies (PSGICs), namely National Insurance Company Ltd., The New India Assurance Company Ltd., The Oriental Insurance Company Ltd., and United India Insurance Company Ltd. |
| Address for EOI submission | Project Office - General Insurers' (Public Sector) Association of India, (GIPSA) 3rd Floor, Oriental House, A-25/27, Asaf Ali Road, New Delhi-110002. GIPSA is designated as Project Office for the proposed assignment and to act as coordinator. |
| Date of opening of Technical Bid | 27.08.2024 (Tuesday)- by 3:00 pm |
| Date of Demonstration / Presentation | To be decided |
| Date of Empanelment of Agency | To be decided |

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1. Introduction & Overview

The Public Sector General Insurance Companies (PSGICs), namely, National Insurance Company Limited, The New India Assurance Company Limited, The Oriental Insurance Company Limited and United India Insurance Company Limited, together have procured a total premium of Rs. 94,191 crores, as on 31.03.2024, with a Market Share of around 31%.

A brief overview of the PSGICs is as follows:

- ***National Insurance Company Limited:***

Incorporated in 1906 with Headquarters at Kolkata, “National Insurance” has a Paid-up Share Capital of Rs. 9,375 crores. Gross Direct Premium Income (GDPI) in 2023-24 was Rs. 15,180 crores.

- ***The New India Assurance Company Limited:***

Incorporated in 1919 with Headquarters at Mumbai, “New India Assurance” has a Paid-up Share Capital of Rs.824 crores. Gross Direct Premium Income (GDPI) in 2023-24 was Rs 40,364 crore.

- ***The Oriental Insurance Company Limited:***

Incorporated in 1947 with Headquarters at New Delhi, “Oriental Insurance” has a Paid-up Share Capital of Rs. 4,620 crores. Gross Direct Premium Income (GDPI) in 2023-24 was Rs. 18,794 crores.

- ***United India Insurance Company Limited:***

Incorporated in 1938 with Headquarters at Chennai, “United India” has a Paid-up Share Capital of Rs. 3,905 crores. Gross Direct Premium Income (GDPI) in 2023-24 was Rs. 19,853 crores.

2. Purpose of Expression of Interest

PSGICs invite Expression of Interest (hereinafter referred as EOI) from the interested and eligible parties for empanelment of Digital Service Provider (hereinafter referred as “DSP”) for assessment of motor own damage losses with reported loss up to Rs. 50,000/-, using AI/ML Technology.

The PSGICs invite Proposal from a Prospective Applicant of repute and proven track record for the execution of the Proposed Assignment. The Prospective Applicant, desirous of taking up the assignment, is invited to submit their Proposal in response to this EOI as per the terms and conditions set out in this EOI document.

The criteria and the actual process of evaluation of the proposals in response to the EOI and subsequent selection of the Prospective Applicant will be entirely at the discretion of the PSGICs.

The Prospective Applicant should have necessary experience, capability and expertise to perform and execute the Proposed Assignment, as per the 'Terms of Reference / Scope of Work' and to adhere to the PSGICs requirements/ terms and conditions outlined in this EOI document. The Prospective Applicant must comply with all the requirements of this EOI document.

This EOI is not an offer by the PSGICs, but an invitation to receive Proposals from the Prospective Applicant/ Service Provider. No contractual obligation whatsoever shall arise from the EOI process unless and until a formal contract is signed and executed by duly authorised official(s) of the PSGICs with the selected Prospective Applicant/Service Provider.

The process of selection of successful Applicant will be as under:

- a. The prospective Applicant must meet the Eligibility Criteria mentioned in this EOI Document
- b. Technical Bid submitted by the prospective Applicant shall be evaluated
- c. Based on evaluation of Technical Bids, suitable prospective Applicant(s) will be called for a presentation, demonstrating various declarations listed by them under Technical Bid
- d. The Prospective Applicant must accept the pre-fixed remuneration for service listed under this EOI Document unconditionally
- e. Suitable Applicants will be selected as Successful Applicants
- f. The Successful Applicants must agree to provide their services unconditionally

This exercise is for the creation of a common pool of Digital Service Providers for all the PSGICs, from which the respective PSGICs can empanel any number or all the Digital Service Providers separately as per their requirements. Service Level Agreement (SLA) will be executed between the selected Digital Service Provider (Agency) and the respective PSGIC upon their empanelment with the PSGIC.

The empanelment under this EOI is subject to the final outcome of Writ Petition No.4399/2023 in the Hon'ble High Court of Delhi at New Delhi or court proceedings of any Hon'ble Court of competent jurisdiction on the subject.

3. Disclaimer

3.1 At any time prior to the last date for receipt of proposals, PSGICs, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective applicant, modify the EOI document by an amendment. In order to provide prospective applicants reasonable time in which to take the amendment into account in preparing their proposals, PSGICs may, at its sole discretion, extend the last date for the receipt of proposals and/or make other changes in the requirements set out in the EOI Document.

The applicant is required to visit the websites of PSGIC member companies for any changes or amendments in the EOI Document before submitting their Expression of Interests.

3.2 Notwithstanding anything contained in the document, PSGICs reserves the right to accept or reject any request/proposal, or to annul the EOI process or reject all request/proposal, at any time without any liability or any obligation for such rejection or annulment, without assigning any reasons thereof.

3.3 Where there is any indication that a conflict of interest exists or may arise, it shall be the responsibility of

the prospective applicant to inform the PSGICs detailing the conflict in writing as an attachment to this EOI.

3.4 The EOI Document is not an offer and is issued with no commitment.

4. Scope of Work

As per regulation 12 of the IRDAI (insurance Surveyors and Loss Assessors) Regulations, 2015, Surveyors and Loss Assessors shall be appointed either by insurers or insured to assess loss under a policy of insurance in respect of (a) Motor insurance – above Rupees fifty thousand...”.

Furthermore, the master circular on General Insurance business dated 11.06.2024 issued by IRDAI reiterates the above guidelines.

Therefore, PSGICs have an option to get assessment of loss done with reported loss up to Rs. 50,000/- in the Motor Own Damage Department either through In-house Surveyors, IRDAI licensed Surveyors, Loss Assessment Agencies (LAA) or through any other means/methodology like AI/ML Technology, for app-based claim settlement etc.

For assessment of such losses, DSP(s) shall be empanelled as per details of service given below: -

| Details of Services to be provided by the empanelled Digital Service Providers(DSPs) |
|--|
| <ol style="list-style-type: none">1. The DSP(s) are expected to have a professional approach while assessing the loss with focus on the quality of assessment and timely reporting.2. To undertake assessment of Motor Own Damage Losses with an estimate up to Rs. 50,000/- for the jobs assigned. It is not mandatory that survey jobs will be assigned to the DSP, as PSGICs may utilize its own executives/ Loss Assessment Agencies (LAA) / IRDAI licensed surveyors to do the survey job.3. 100% digital processing of loss through the DSP(s) platform having AI/ML Technology - both through mobile app and web service----using Artificial Intelligence to the maximum possible extent, wherever DSP(s) are entrusted with survey and assessment job. |

Interested applicants who are meeting the Eligibility Criteria may respond.

5. Conflict of Interest

PSGICs require the Prospective Applicant to provide professional, objective, and impartial services, and at all times hold PSGICs' interest paramount, strictly avoid conflicts with other assignment(s) or their own corporate interests, and act without any expectation/ consideration for award of any future assignment(s) from the PSGICs.

Without prejudice to the generality of the foregoing, the Prospective Applicant, and/or any of their Affiliates, shall be considered to have a conflict of interest (and shall not be engaged under any of the circumstances) as set forth below:

Conflicting Activities: The Prospective Applicant (or any of its Affiliates/ Experts and Sub-Contractors), selected to provide loss assessment assignment/ job for this Proposed Assignment, shall be disqualified from

subsequent downstream supply of goods or works resulting from or directly related to the Proposed Assignment.

Conflicting assignment/job: The Prospective Applicant (or any of its Affiliates/ Experts and Sub-Contractors) shall not be hired for any assignment/job that, by its nature, may be in conflict with another assignment for the same and/or for another procuring entity.

Conflicting relationships: The Prospective Applicant (or any of its Affiliates/Experts and Sub-Contractors) having a business or family relationship with a member of PSGICs' staff who is directly or indirectly involved in any part of (a) the preparation of the Terms of Reference / Scope of Work of the Proposed Assignment, (b) the selection process for the Proposed Assignment, or (c) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from such a relationship has been resolved in a manner acceptable to PSGICs throughout the selection process and the execution of the Contract.

The Prospective Applicant shall ensure that employees of PSGICs shall not work as, for or be a part of the firm of Prospective Applicant during the selection process under this EOI document as well as during the performance and execution of the Proposed Assignment.

The Prospective Applicant has an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of PSGICs, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the forms of Technical Proposal provided herewith. If the Prospective Applicant fails to disclose said situations and if the PSGICs come to know about any such situation at any time, it may lead to the disqualification of the Prospective Applicant during bidding process or the termination of its Contract during execution of the Proposed Assignment.

The Prospective Applicant shall not accept for their own benefit any commission, discount, or similar payment in connection with activities pursuant to this EOI Document, or in the discharge of their obligations under Contract, and the Prospective Applicant shall take all reasonable steps to ensure that their employees and/or any of its Affiliates shall not receive any such payment.

The Prospective Applicant shall not receive any other remuneration from any source in connection with the Proposed Assignment except as provided under the Contract.

6 Empanelment Procedure

6.1 PSGICs issue an invitation for EOI (with requisite Annexures) from all interested parties through a notice on the PSGICs website for empanelment as DSP(s) at offices of PSGICs. The websites of PSGICs are as under:

6.1.1 www.nationalinsurance.nic.co.in

6.1.2 www.newindia.co.in

6.1.3 www.orientalinsurance.org.in

6.1.4 www.uiic.co.in.

Applications from interested parties are invited for the empanelment as DSP(s) on PAN India basis.

6.2 A committee under the nomenclature of " **Committee for Empanelment of Digital Service Provider for Motor Loss Assessment** "(hereinafter called 'Committee') constituted by PSGICs shall oversee and finalize the DSP(s) to be empanelled under this EOI Document.

6.3 A Pre-EOI Submission Meeting shall be scheduled as per Time Schedule given in this EOI Document.

6.4 Complete Application duly signed and stamped along with necessary attachments is to be sent in a sealed envelope to the GIPSA address provided in the "Time Schedule".

The sealed envelope must have the following labelling on it:

| | |
|--|--|
| EOI Reference Number | |
| Name of the Agency | |
| Contact Number | |
| Address of the Agency for postal communication | |
| E-mail ID for communication of mails | |

6.5 **Bid Security Declaration Form:** The Prospective Applicant shall submit the "Bid Security Declaration" duly signed by the Authorized Signatory accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the next three years from the date of such failure from the Tenders of PSGICs.

Suspension shall occur:

- a. If the Prospective Applicant fails to sign the Contract; or
- b. If the Prospective Applicant fails to deliver the relevant services within the stipulated period for the Proposed Assignment; or
- c. If the Prospective Applicant fails to comply with any of the terms of EOI Document and/or Contract.

Bid Declaration Form should be kept in the envelope. Any envelope not accompanied by the requisite Bid Declaration Form shall be treated as non-responsive and is liable to be rejected.

6.6 After receipt of applications for the empanelment of DSP(s), a meeting will be held as mentioned in "Time Schedule", for opening of the sealed envelope containing the Application in presence of "Bid Opening Committee" comprising representative/s of PSGICs. The meeting may be attended by the representative of the applicant Agencies.

6.7 Technical Bids will be handed over to the Committee.

6.8 Committee will examine the applications as per the eligibility criteria set under this EOI Document. Technical Bids of Applicant(s) not satisfying the eligibility criteria shall be rejected.

6.9 Non submission of Bid Security Form may lead to disqualification of the Applicant(s).

6.10 The Committee shall call for demonstration of suitable Applicant(s) to demonstrate the minimum digital infrastructure requirements.

- 6.11 Technical Bid will be evaluated for those Applicant(s) who meet the minimum eligibility mentioned in this EOI Document. Committee, at its discretion, may not evaluate a Technical Bid in case of non-submission/Partial submission of technical details.
- 6.12 The decision of the Committee in selection of successful Applicant(s) shall be final in this respect and shall be binding on all the Applicant(s) who participates under this EOI Exercise.
- 6.13 All expenses related to travel, lodging, creation of digital platform, branding, marketing or any other expenses required to participate in this EOI or to work as Digital Service Provider, shall be borne by the applicant.
- 6.14 The selected Applicant(s) shall be empanelled by PSGICs by the way of issuance of "Letter of Empanelment" for a period of two years' subject to their meeting satisfactory performance (after due periodic review), extendable for further three years based on performance, solely at the discretion of PSGICs
- 6.15 After acknowledgement of the Letter of Empanelment, the DSP(s) has to submit the Performance Bank Guarantee (PBG) to the PSGIC (s).
- Note:**
- 6.15.1. PBG will be for an amount equivalent to Rs. 1 lac
 - 6.15.2. PBG to be submitted within 10 days of acknowledgement of letter of empanelment
 - 6.15.3. PBG will be valid for 2 years. Upon renewal of SLA, fresh/renewed PBG is to be submitted.
 - 6.15.4. If one Agency is empanelled by more than one PSGIC, the Agency has to submit separate PBG to each PSGIC
- 6.16 This exercise is for creation of a common pool of Digital Service Providers for all the PSGICs, from which the respective PSGICs can empanel any number or all the Digital Service Provider separately as per their requirements.
- 6.17 The Applicant whose application is rejected or empanelment suspended can apply only after the expiry of at least one year from the date of such rejection or suspension, upon publication of fresh empanelment notification by PSGICs.
- 6.18 **Review Mechanism:** There shall be periodic review of the DSPs, where the feedback of their working shall be considered. The Review will be done based on the ratings (out of 5). The Review shall be done on the following basis (not exhaustive):
- 6.18.1 Maintenance of TAT at various level as described in the SLA
 - 6.18.2 Proactiveness in following up with workshops, Customers and all stakeholders for faster submission of report and completion of all formalities
 - 6.18.3 Overall behavioural skills with customers and other stakeholders
 - 6.18.4 Accuracy of assessment reports with regards to cause of loss, including fraud detection skills
 - 6.18.5 Technological infrastructure of the DSP, specially the efficiency of Dashboards
- 6.19 Bids must be received by PSGICs at the specified address not later than the time and date specified in the Time Schedule mentioned in "Time Schedule". In the event of the specified date for the submission of Bids being declared a holiday for PSGICs, the bids will be received up to the appointed time on the next working day.

- 6.20 It is mandatory to submit the technical details in the prescribed formats duly filled in.
- 6.21 PSGICs may, at its discretion, extend this dead-line for the submission of Bids, in which case all rights and obligations of PSGICs and Prospective Applicants previously subject to the deadline will thereafter be subject to the deadline as extended.
- 6.22 PSGICs reserve the exclusive right to make any amendments / changes or cancel any of the above actions or any other action related to this Request for Expression of Interest.
- 6.23 Late Bids: Any bid received by PSGICs after the deadline for submission of bids prescribed by PSGICs will be rejected and returned unopened to the Prospective Applicant.
- 6.24 PSGICs shall not be responsible for non-receipt / non-delivery of the EOI due to any reason whatsoever.
- 6.25 PSGICs reserve the right to accept any bid, and to cancel /abort the empanelment process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Prospective Applicant or Prospective Applicants, of any obligation to inform the affected Prospective Applicant of the grounds for PSGICs' action and without assigning any reasons.
- 6.26 **In view of change in eligibility criteria such as minimum number of claims handled through AI driven technology etc., as well as enabling more service providers to apply for app based AI driven loss assessment, the applicants who were rejected in the exercise conducted under EOI no: PSGIC/MOT-DSP/01/2022-23 dated 10.02.2023, are also eligible to apply under this EOI PSGIC/MOT-DSP/01/2024-25, provided they meet the Eligibility Criteria given under Clause 9 of this document.**

7. **Penalty**

If any penalty is imposed on the PSGICs by the IRDAI, because of delayed submission of report by the DSPs, the penalty shall be recoverable from the DSPs.

8. **Time Schedule**

As per Cover page

9. **Eligibility Criteria**

| Sl. No | Eligibility Criteria |
|--------|--|
| 1. | <p>Legal Entity: The Applicant should be any of the legal entities as under:</p> <ul style="list-style-type: none"> I. A Proprietary concern II. A Partnership Firm registered under Indian Partnership Act, 1932 (9 of 1932) III. A Company formed under the Companies Act, 1956/ 2013 IV. A Limited Liability partnership formed and registered under the Limited Liability Partnership Act, 2008 |

| | |
|---|--|
| 2 | <p>Mandatory Minimum Infrastructure:</p> <ol style="list-style-type: none"> I. The Applicant should have <ol style="list-style-type: none"> a. Minimum Paid Up Capital/Net Worth of Rs.10 Lakhs on date of submission of application b. the capacity to service PSGICs on PAN India basis and mandatorily in the following locations: <ol style="list-style-type: none"> i.National Capital region (NCR) ii.Mumbai and its urban agglomerations iii.Chennai and its urban agglomerations iv.Kolkata and its urban agglomerations v.Bangalore and its urban agglomerations vi.Pune and its urban agglomerations vii.Hyderabad and its urban agglomerations viii.Ahmedabad and its urban agglomerations ix. All State Capitals II. Minimum Working hours of Call Centre / customer support: Service Provider must have a dedicated 24*7*365 round the clock support system to help out insurer's/customers/policy holders and other stakeholders. III. The Call Centre must be multilingual manned: <i>Call centre should have the facility to communicate in minimum 3 to 4 local vernacular languages, besides Hindi and English</i> IV. The insurers should have access to the call center records on a real time basis. V. Digital Platform (minimum requirements): <ol style="list-style-type: none"> a. There should be a mobile app and a web service, which should synchronize with each other on a real-time basis, where the documents can be uploaded, accessed, updated and the entire process can be handled. b. Any update in data through mobile apps must reflect in web service, immediately on a real time basis, and vice versa. c. The Mobile App/ Web Service/ Digital platform must be compliant to DPDP Act, 2023 including any later amendments of the act. DSP will be fully responsible for any data loss/ data breach from the DSP side (and the associated penalty, if any) d. There should be a Dashboard, which should: <ol style="list-style-type: none"> i. Show the current real time status of each and every claim allotted to the DSP ii. Provide MIS/ Statistics on various factors, such as: <ol style="list-style-type: none"> a) TAT at various levels/actionables b) Nature of loss - segregation and analysis c) make and model wise analysis d) Segment Wise claims analysis e) geography wise claims analysis f) Fraud detection and prevention <p>Note: Fraud will constitute cases such as (not exhaustive): (a) Pre-existing damages claimed as fresh damages</p> |
|---|--|

- (b) Damages claimed which are not in line with narrated cause of loss
- (c) Service incidents shown as accidental damages
- (d) Any other misrepresentation
- e. The Mobile App must be mandatorily available in the following platforms:
 - i. Android (Google Play Store)
 - ii. iOS (App Store)

Note: Hybrid apps are not acceptable and the app must be native.
- f. The Web Service must be mandatorily supported in the following web browser:
 - i. Google Chrome
 - ii. Microsoft Edge
- g. The Mobile App and the Web Service must be mandatorily updated by the applicant over time to comply with the latest version of Mobile OS and Browser.
Note: Minimum OS compatibility- a) Android 8, b) iOS 13
- h. **Camera and other features of the Mobile App:** A tailor made camera feature within the app is more desirable. However, the device camera may be utilised by the app to take photographs and videos, capturing the geo-location tagging, server date and time. The service provider should ensure that no tampering can be done by the user while capturing geo-location tagging and other specifics. Uploading of photos and videos from the mobile gallery is strictly prohibited.
Note: DSP shall be responsible to capture the condition of the vehicles from all angles showing all damages. The video must also capture the necessary details. If required by insurance company's officials, additional photos and videos may be sought.
- i. No limitation on creation of number of User IDs so that Mobile App and Web Service can be accessed simultaneously
 - i. The Mobile App should have **Multi Factor Authentication (MFA) / 2 Factor Authentication (2FA)**
 - ii. At least **6 months Access Logs** should be available
- j. Both the Mobile App and the Web Service shall be functional 24 x 7 basis. Any maintenance activity and downtime to be notified in advance and should not be during office hours.
- k. The Digital Platforms are to be accessed by several stakeholders, with the option of limited access to each. Some examples of limited access are as under:
 - i. **Insured:**
 - a) Capture of photographs and/or videos on real-time basis (may be skipped by insured, but facility must be there)
NOTE: Please note that uploading photographs from mobile gallery or computer is not allowed. The photographs must be taken on a real time basis with date and time capture along with geo tagging.

- b) Uploading estimate, vehicular document, Driving Licence, Police documents (may be skipped by insured, but facility must be there).
- c) Viewing of status report/final report of surveyor (mandatory requirement).
- d) Ability to give consent for assessed amounts (mandatory requirement)

ii. Garage/Workshop:

- a) Upload of Estimate (mandatory requirement)
- b) Capture of photographs and/or videos on real-time basis of the damaged insured vehicle at garage/workshop (may be skipped by workshop officials, but facility must be there)
NOTE: Please note that uploading photographs from a mobile gallery or computer is not allowed. The photographs must be taken on a real time basis with date and timestamp captured along with geo tagging.
- c) Upload of Repair Invoices (mandatory requirement)
- d) Proof of payment by insured (mandatory requirement) for non-cashless claims

iii. Claim processing Official (employee of the PSGIC):

- a) Viewing and downloading all photographs uploaded by insured/garage/Applicant's representatives (mandatory requirement)
- b) Viewing and downloading of all vehicular documents and DL uploaded by insured/garage/ Applicant's representatives (mandatory requirement)
- c) Uploading estimate, vehicular document, Driving Licence, Police documents (may be skipped by insured, but facility must be there).
- d) Capture of photographs and/or videos on real-time basis of the damaged/repared insured vehicle (may be skipped by claim processing official, but facility must be there in case an in house surveyor/PSGICs official is utilized).
- e) Ability to modify the assessment of the AI/Applicant's executive, which should be captured separately (may be skipped by claim processing official, but facility must be available in system for survey done by Applicant's executive/Artificial Intelligence)

- i. **Artificial Intelligence (AI) based survey and assessment (mandatory requirement):** Based on the photographs captured by insured/workshop officials/Applicant's executive, AI shall assess the claim by capturing the external damages. It should also have the following capabilities: Fraud Alert, Object Detection, and Stencil Feature*. All assessments generated out of the AI portal must be vetted by an in-house claim audit team of the Service provider for Quality

Check and final assessment report to be submitted to the respective PSGIC.
***Stencil feature:** This feature will guide the user to click clear and accurate tamper proof photos of the vehicle.

Note: AI assessment is compulsorily required for Private cars and Taxis at present. The Digital Service Provider should have capability to develop the AI assessment for 2 wheeler and commercial vehicles.

- m. **Updation of Parts and Labour Cost in DSP database:** The Parts and Labour cost for various OEM must be regularly updated in the DSP's database. Under no circumstances shall there be an assessment exceeding the OEM authorized parts and Labour price
- n. **API Integration:**
 - i. DSPs should have the capability for API integration with individual PSGICs' systems
 - ii. This integration should provide access to photos/videos captured by DSPs to PSGICs' officials for their concurrent review and advice, if any
 - iii. No cost shall be borne by the PSGICs for API integration and associated cost.
- o. **Storage of documents:** All documents related to claim shall be stored securely for a minimum period of three years from the date of settlement of claim. The records should be readily accessible by PSGIC officials 24 x7 on a real time basis through web service. The vendor must transfer the data to the respective PSGIC at the end of contract period, or as and when required.
- p. **Verification of vehicular document and DL:** Online verification of Vehicular Documents (RC, Permit, Fitness Certificate, Permit Authorization) and Driving License from the website/repository of the concerned authorities (Parivahan Sewa informational services and M-Parivahan App). Supporting pdf must be generated and attached with the Assessment report.
- q. **TAT:**
 - i. **Sharing of Link & inspection:**
 - a) The DSP will send the inspection/app link to customer/workshop/others for capturing photos/videos **within 30 minutes, latest by 1 hour of deputation /intimation**
 - b) ***If customer/workshop is unable to capture photos/videos, the same is to be done by DSP personnel who should be dispatched to click the photos/videos***
 - ii. **Submission of AI assessment Report generation:** AI assessment Report to be submitted by DSP **within 3 hours** of capturing of photos/videos
 - iii. **Submission of ILA (Initial Loss Assessment):** ILA to be submitted by DSP **within 24 hours** of capturing of photos/videos after the in-house team of the DSP scrutinized the AI generated report and prepares the ILA
 - iv. **Submission of Final Report:**

- a) Within 24 hrs of *generation* of the invoice in case no re-inspection is required
 - b) Within 48 hrs of *generation* of the invoice in case re-inspection is required.
 - c) **From date of allotment of Survey:** Within 5 days and maximum 15 days, beyond which the DSP shall be liable for **penalty**.
- r. The PSGICs may provide **Standard Operating Procedure (SOP)** at individual level wherein reasonable TATs may be defined for each minute processes in claim assessment. The SOP may be updated periodically and shall be a part of the SLA.
- s. **Follow Up with repairers/Customers:**
- i. DSP must regularly follow up with customers and/or repairers to ensure that the job is completed within a given TAT.
 - ii. Collection of invoice from repairer/insured shall be the responsibility of the DSP
 - iii. It will also be the duty of the DSP to finalize the liability with repairer after generation of output assessment report from its system, duly vetted by its in house claim audit team.
 - iv. Any disagreement between the final assessment report and repairer's estimate/quotation must be settled by DSP only
- t. Responsibility with regards to accuracy of output/Final Assessment Report lies with DSP
- u. DSP is required to submit the following documents to the respective PSGIC office over mails /portals/Web Service/ Dashboard for final settlement and approval of the claim:
- i. All claim related documents collected by DSP from the Insured/repairer or any stakeholder
 - ii. AI Generated report
 - iii. ILA
 - iv. Final Assessment Report duly vetted by in house claim audit team of the DSP.
 - v. Final repair Invoice and payment receipts, wherever applicable
- v. Responsibility to educate customers/repairers about using the app/web interface lies with the DSP.
- w. The DSP must share a single point of contact helpdesk for individual PSGICs.
- x. In addition to online upload of photos and documents, additional features in the app for offline option for capturing photos with timestamp and geo-tagging and upload of photos and documents, which should only be used in the event of network issues. In this system, photographs/videos will be captured **through the DSP app alone** and they will be uploaded as soon as the user gets a stable network.

| | |
|----------|--|
| 3 | <p>I. Experience of the Agency:</p> <ol style="list-style-type: none"> a. Minimum one year of experience in AI Driven app based claims servicing/ loss assessment or minimum 5000 claims through AI driven App b. Should be working /should have worked with at least one General Insurance Company in India on AI driven app based loss assessment (<i>please submit experience certificate by the General Insurance Company</i>) <p>II. Experience of at least one Board Member/ Principal Officer/ CEO/ Claims Head of the Service Provider:</p> <ol style="list-style-type: none"> a. Service Provider must have a Board Member/Principal Officer/CEO/Claims Head who is having substantial knowledge of Motor Claims, <i>and</i> b. has an experience of 2 years in handling motor claims in a General Insurance Company(<i>please submit experience certificate by any General Insurance Company</i>) <p>Note:A Principal officer/CEO/Claims Head is a designated official in the payroll of the prospective Service provider</p> <ol style="list-style-type: none"> c. Qualification and Experience of person inspecting the vehicle (<i>in case the agency has to send their representative to take photographs/video, where the insured/workshop has shown their inability to upload photographs/video</i>): <ol style="list-style-type: none"> 1. Minimum Education qualification: 12th pass 2. Experience : Minimum one year work experience in automobile sector (The applicant Agency is required to submit self-attested certificate confirming this information) |
|----------|--|

Please refer to Annexure A for formats to be submitted as Technical Bid

10. Remuneration

a. The Agency (ies) must accept the pre-fixed remuneration unconditionally, for all categories of vehicles as mentioned below, for consideration of their technical bid.

b. Pre-Fixed Remuneration

| Type of Vehicle | Price per service, excluding GST* |
|--------------------|-----------------------------------|
| Two Wheeler | Rs.500/- |
| Private Car | Rs.700/- |
| Commercial vehicle | Rs.850/- |

Note: Additional Rs.200/- will be paid towards conveyance expenses, in case the service provider has to send their representative to take photographs/video of the damaged vehicle.

c. It also includes online verification of vehicular documents, support by Call Centre of Agency, creation of Toll Free Number, use of AI, storage in secured location for minimum three years from date of assessment of loss

d. and access of stored materials/data 24x7 by PSGICs officials through web service or any other expenditure required to fulfil the scope of service mentioned in this EOI.

e. All Agency (ies) must give their consent for pre-fixed remuneration in format given in Annexure B of this document.

11. Disclosure

- a. The agency shall submit declaration stating that it will immediately inform the PSGIC/s of any changes in the information submitted to the PSGIC/s within 15 days of such change and shall obtain written confirmation of the acceptance of change by the PSGIC/s for further work assignment
- b. Incomplete applications/ applications not conforming to the instructions specified in EOI may summarily be rejected.
- c. The Committee may require an applicant to furnish any information/ clarifications and if so required may ask personal representation or any communication for empanelment.

12. Signing of Contract

Empanelment will be initially for a period of two years, extendable for further three years, based on performance, solely at the discretion of PSGICs.

- a. On written communication from PSGICs for having qualified for empanelment the Agency (ies) shall sign the contract (letter of empanelment).
- b. Incidental expenses of execution of agreement/contract shall be borne by the Agency.

13. Confidentiality

The empanelled Agency and their personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or business or operations of PSGICs or its clients without the prior written consent of PSGICs.

14. Cancellation

PSGICs may, at its sole discretion, cancel the contract with the empanelled Agency during the period of empanelment, in case of deviation from agreed terms and conditions on the part of the empanelled Agency or in extraordinary circumstances.

Annexure A – Formats for Technical Bids and List of documents

1. Every page of the application as well as the supporting documents should be duly signed and stamped (with seal of the agency) by the Director/CEO. Failure to do so may result in rejection of the application.
2. The formats below are to be completed and submitted along with supporting documents mentioned in relevant sections.

APPLICATION FOR EMPANELMENT AS AGENCY UNDER EOI DOCUMENT NO: PSGIC/MOT-DSP/01/2024-25

| | |
|--|--|
| Name of the Agency | |
| Registered Office Address (attach SUPPORTING DOCUMENT) | |
| Year of Establishment | |
| Office Contact Numbers | |
| Fax number | |
| E-mail (Office) | |
| Website Address | |

| | |
|--|--|
| Type of Legal Entity (please specify): a. A Proprietary concern b. A Partnership Firm registered under Indian Partnership Act, 1932 (9 of 1932) c. A Company formed under the Companies Act, 1956/ 2013 d. A Limited Liability partnership formed and registered under the Limited Liability Partnership Act, 2008 | |
| Registration Number and year of establishment (attach proof) | |
| Paid up Capital (attach proof) | |
| For Partnership Firms, please submit: Certificate duly signed by a Chartered Accountant, showing the following details: a) Number of Partners b) Net Worth of each partners c) Number of full time employees d) Annual revenue (last three Financial years) e) Net Profit (last three Financial years) | |
| For Proprietary: Certificate duly signed by a Chartered Accountant, showing the following details: a) Net Worth of the Proprietor b) Number of full time employees c) Annual revenue (last three Financial years) d) Net Profit (last three Financial years) | |
| PAN No of the Agency <i>(Please submit copy of PAN Card)</i> | |
| GSTIN of the Agency (attach supporting document) | |

| | |
|---|---------------|
| <p>Can the applicant service on PAN India basis and mandatorily in the following locations:</p> <ol style="list-style-type: none"> 1. National Capital region (NCR) 2. Mumbai and its urban agglomerations 3. Chennai and its urban agglomerations 4. Kolkata and its urban agglomerations 5. Bangalore and its urban agglomerations 6. Pune and its urban agglomerations 7. Hyderabad and its urban agglomerations 8. Ahmedabad and its urban agglomerations 9. All State Capitals | <p>Yes/No</p> |
| <p>Experience certificates:</p> <ol style="list-style-type: none"> 1. A self-attested certificate confirming minimum one year of experience in AI driven app based claims servicing/ loss assessment or minimum 5000 claims through AI driven App 2. An experience certificate from at least one General Insurance Company in India that they are working / had worked with the Applicant on AI driven App based loss assessment. 3. An experience certificate by any General Insurance Company for at least one Board Member / Principal Officer/ CEO/ Claims Head of the Service provider certifying that he/she has an experience of at least 2 years in motor claims in the GIC 4. A self-attested certificate by the applicant agency confirming that the Field Staffs inspecting the vehicle have the following Qualification and Experience: <ol style="list-style-type: none"> a. Minimum Education qualification: 12th pass b. Experience : Minimum one year work experience in automobile sector (The applicant Agency is required to submit self-attested confirmation) | |

| SI No | Details on Infrastructure (Mandatory Requirements) | Please provide appropriate response (Yes/No) with details wherever sought |
|-------|--|---|
| 1. | Whether Call Centre / customer support is for 24*7*365 | Yes/No |
| 2. | Whether the Call Centre/ customer support is multilingual manned (at least 3/4 local Indian languages, other than Hindi/English) | Yes/No |
| 3. | Whether AI driven Mobile App available in iOS/App Store | Yes/No |

| SI No | Details on Infrastructure (Mandatory Requirements) | Please provide appropriate response (Yes/No) with details wherever sought |
|-------|--|---|
| 4. | Whether AI driven Mobile App available in android/Google Play Store | Yes/No |
| 5. | Whether Web Service can be accessed by Google Chrome | Yes/No |
| 6. | Whether Web Service can be accessed by Microsoft Edge | Yes/No |
| 7. | Can the AI driven Mobile App and Website be updated as per changing requirement of Mobile Platforms and Browser | Yes/No |
| 8. | <p>Whether the AI driven Mobile App/ Web Service/ AI driven Digital platform is in compliance with DPDP Act, 2023 and will be compliant with any amendments to the aforementioned act?</p> <p>Please note that by applying in this EOI, the DSP will be fully responsible for any data loss/ data breach from the DSP side (and the associated penalty, if any)</p> | Yes/No |
| 9. | <p>Is there a Dashboard facility available with the DSP, which can:</p> <ul style="list-style-type: none"> i. Show the current real time status of each and every claim allotted to the DSP ii. Provide MIS/ Statistics on various factors, such as: <ul style="list-style-type: none"> a) TAT at various levels/actionables b) Nature of loss - segregation and analysis c) make and model wise analysis d) Segment Wise claims analysis e) geography wise claims analysis f) Fraud detection and prevention (please refer to the EOI to understand definition of fraud) | <p>i. Yes/No</p> <p>ii. Yes/No</p> |
| 10. | Is there a facility to create any number of user IDs so that Mobile App and Web Service can be accessed simultaneously by several parties? | Yes/No |
| 11. | Does the mobile App/Web Service have MFA/2FA? | Yes/No |
| 12. | Can 6 months' access log be made available? | Yes/No |
| 13. | <p>Will the Mobile App and the Web Service be functional on 24 x 7 basis?</p> <p>NOTE: Any maintenance activity and downtime to be notified in advance and should not be office hours</p> | Yes/No |

| SI No | Details on Infrastructure (Mandatory Requirements) | Please provide appropriate response (Yes/No) with details wherever sought |
|-------|--|---|
| 14. | Is there a facility to capture photographs and/or videos on real-time basis using device camera by insured/garage official/DSP executives/PSGIC's Claim handling Officials(note that upload of photographs and videos from Mobile gallery /computer storage is not allowed) | Yes/No |
| 15. | Is there a facility to capture date, time and location of taking photographs/videos? | Yes/No |
| 16. | Can the documents related to claim be stored securely for a minimum period of three years from the date of settlement of claim? If Yes, please provide details of storage locations and the level of security in table | Yes/No |
| 17. | Can the records maintained as in point no: 16 above be readily accessed by PSGIC officials 24 x7 on real time basis through web service? | Yes/No |
| 18. | Based on the photographs captured by insured/garage officials/Agency executives/ Claim handling Officials, is there a facility of Artificial Intelligence to assess the claim by capturing the external damages only? If Yes, please provide details of Artificial Intelligence platform and process flow being utilized in the table given below (mandatory) | Yes/No |
| 19. | Can the digital platforms be accessed by several parties, with the option of limited access to each parties, as mentioned in section: ELIGIBILITY CRITERIA? | Yes/No |
| 20. | Is there a facility for Online verification of Vehicular Documents (RC, Permit, Fitness Certificate, Permit Authorization) and Driving License from the website/repository of the concerned authorities/ies. Supporting pdf must be generated. | Yes/No |
| 21 | Can the service provider send the inspection/app link to the insured/workshop/others within 30 mins, latest by 1 hour of deputation/intimation? If Yes, mention the average TAT for sending the link. | Yes/No |
| 22 | Can AI Assessment Report be submitted within 3 hours from the time of uploading of photos/videos by customer/workshop? | Yes/No |

| | | |
|-------|---|---|
| SI No | Details on Infrastructure (Mandatory Requirements) | Please provide appropriate response (Yes/No) with details wherever sought |
| | <i>If yes, please specify your committed TAT for submission of the AI Assessment Report.</i> | |
| 23 | Can Initial Loss Assessment Report be submitted within 24 hours from the time of uploading of photos/videos by customer/workshop? <i>If yes, please specify your committed TAT for submission of the ILA</i> | Yes/No |
| 24 | Can Final Assessment Report be submitted: a) Within 24 hrs of <i>generation</i> of the invoice in case no re-inspection is required b) Within 48 hrs of <i>generation</i> of the invoice in case re-inspection is required. c) From date of allotment of Survey: Within 5 days and maximum 15 days, beyond which the DSP shall be liable for penalty. <i>If yes, please specify your committed TAT for submission of the Final Assessment Report.</i> | Yes/No |
| 25 | Does the DSP commit to follow up with repairers/ customers regularly to ensure that the job is completed within a given time? | Yes/No |

| | |
|---|--|
| Details on use of Artificial Intelligence in loss assessment and process Flow | |
| Please attach separate sheet | |
| | |
| Details of Secured Storage Location of claim documents for a minimum period of 3 years | |
| Please attach separate sheet | |

| List of Attachments (EVERY PAGE OF THE EOI AND SUPPORTING DOCUMENTS SHOULD BE DULY SIGNED AND STAMPED BY DIRECTOR/CEO) | Number of page(s) in each attachment |
|--|--------------------------------------|
| | |
| | |

Declaration

I/We _____ do hereby declare that to the best of my/our knowledge and belief what is stated above is correct, complete, is truly stated and nothing has been concealed.

Signature of the Authorised Signatory
(With Seal of the Agency)

Date:

Place:

Annexure B – Consent for Pre-Fixed Remuneration

Every page of the application should be duly signed and stamped (with seal of the agency) by the Director/CEO. Failure to do so may result in rejection of the application

NOTE: The Agency (ies) must accept the pre-fixed remuneration unconditionally, for **all** categories of vehicles as mentioned below, for consideration of their technical bid.

THE FORMAT BELOW ARE TO BE COMPLETED AND SUBMITTED

| Type of Vehicle | Price per service, excluding GST* | Agreed/not agreed |
|---------------------------|--|--------------------------|
| Two Wheeler | Rs.500/- | |
| Private Car | Rs.700/- | |
| Commercial vehicle | Rs.850/- | |

Note: Additional Rs.200/- will be paid towards conveyance expenses, in case the service provider has to send their representative to take photographs/video of the damaged vehicle.

“Service” means and includes all the processes required in claims handling, starting from opening of the claim in the digital platform and ending with finalization of claim. It also includes online verification of vehicular documents, support by Call Centre of Agency, creation of Toll Free Number, use of AI, storage in secured location for minimum three years from date of settlement of claims and access of stored materials/data 24x7 by PSGICs officials through web service or any other expenditure required to fulfill the scope of service mentioned in this EOI.

Declaration

I/We _____ do hereby declare that to the best of my/our knowledge and belief what is stated above is correct, complete and is truly stated. I accept the above pre-fixed remuneration unconditionally.

Signature of the Authorised Signatory
(With Seal of the Agency)

Date:

Place:

Annexure C – Bid Security Form

Every page of the application should be duly signed and stamped (with seal of the agency) by the director/CEO. Failure to do so may result in rejection of the application. Bid Security Form

(On Bidder's Letterhead)

Date:

To,

- (i) The Oriental Insurance Company Limited having its registered office at [TO BE INSERTED]
- (ii) National Insurance Company Limited having its registered office at [TO BE INSERTED];
- (iii) The New India Assurance Company Limited having its registered office at [TO BE INSERTED]; and
- (iv) United India Insurance Company Limited having its registered office at [TO BE INSERTED] (hereinafter jointly and severally referred to as "PSGICs")

Sub: Bid Security Form with regards to EOI no:

Dear Sirs,

With reference to your EOI no., we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for **selection as Digital Service Provider for AI driven App based loss assessment of Motor OD reported loss up to Rs. 50,000/- in PSGICs**. The Proposal is unconditional and unqualified.

- 1) We agree to undertake this Proposed Assignment, if allotted by you, as per the Scope of Work and in accordance with the time frames specified in this EOI document as well as on the payment terms mentioned therein.
- 2) We agree and undertake to abide by all the terms and conditions of this EOI document. We submit this Interest under and in accordance with the terms of this EOI document. Our Proposal is consistent with all the requirements of submissions as stated in this EOI document and will be kept compliant in case of any subsequent communication issued by PSGICs.
- 3) We understand that if we withdraw/modify interest during the EOI process or work in contravention to terms set under the EOI during contract period (if the contract is offered to us), then we will be suspended by PSGIC for next 3 years from participating in EOI having similar scope of work.
4. We confirm that the information submitted by us in our interest is true and correct.

For and on behalf of: (name of the Bidder)

Name of the Person / Authorised Signatory:

Designation:

(Please also affix Company seal)

Annexure D – Non-Disclosure

(To be appropriately stamped on non-judicial stamp paper of appropriate value as per the Stamp Act relevant to place of execution and notarized (or apostilled, as relevant))

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this “Agreement”) entered into is made on this _____ day of _____, 2022 at _____.

By and Between

This Non-Disclosure Agreement is made and entered into on this ___ day of _____, 2022 by and between

The Oriental Insurance Company Limited having its registered office at [TO BE INSERTED];

National Insurance Company Limited having its registered office at [TO BE INSERTED];

The New India Assurance Company Limited having its registered office at [TO BE INSERTED]; and

United India Insurance Company Limited having its registered office at [TO BE INSERTED]

(hereinafter jointly and severally referred to as “PSGICs” which expression shall include their successors, administrators, executors and assignees) of the ONE PART

And

[●] (*Name of the Prospective Applicant* of [●] (*please specify the registered office of*) (hereinafter called “Prospective Applicant” which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors) of the OTHER PART;

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

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

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

1) **DEFINITIONS**

- a) CONFIDENTIAL INFORMATION means all the information of the Disclosing Party which is disclosed to the Receiving party pursuant to the business arrangement whether oral or written or through visual observation or in electronic mode and shall include but is not limited to trade secrets, know-how, inventions, techniques, processes, plans, algorithms, software programs, source code, semiconductor designs, schematic designs, business methods, customer lists, contacts, financial information, sales and marketing plans techniques, schematics, designs, contracts, financial information, sales and marketing plans, business plans, clients, client data, business affairs, operations, strategies, inventions, methodologies, technologies, employees, subcontractors, the contents of any and all agreements, subscription lists, customer lists, photo files, advertising materials, contract quotations, charity contracts, documents, passwords, codes, computer programs, tapes, books, records, files and tax returns, data, statistics, facts, figures, numbers, records, professionals employed, correspondence carried out with and received from professionals such as Advocates, Solicitors, Barristers, Attorneys, Chartered Accountants, Company Secretaries, Doctors, Auditors, Surveyors, Loss Assessors, Investigators, Forensic experts, Scientists, Opinions, Reports, all matters coming within the purview of Privileged Communications as contemplated under Indian Evidence Act, 1872, legal notices sent and received, Claim files, Insurance policies, their rates, advantages, terms, conditions, exclusions, charges, correspondence from and with clients/ customers or their representatives,, Proposal Forms, Claim-forms, Complaints, Suits, testimonies, matters related to any enquiry, claim-notes, defences taken before a Court of Law, Judicial For a, Quasi-judicial bodies, or any Authority, Commission, pricing, service proposals, methods of operations, procedures, products and/ or services and business information of the Disclosing Party. The above definition of Confidential Information applies to both parties equally; however, in addition, without limitation, where the Disclosing Party is PSGICs, no information that is exempted from disclosure under section 8 or any other provision of Right to Information Act, 2005 shall at any time be disclosed by the Receiving Party to any third party.
- b) MATERIALS mean including without limitation, documents, drawings, models, apparatus, sketches, designs and lists furnished to the Receiving Party by the Disclosing Party and any tangible embodiments of the Disclosing Party's Confidential Information created by the Receiving Party.

2) COVENANT NOT TO DISCLOSE

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

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

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

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

- a) The Confidential Information of the Disclosing Party is, or properly became, at the time of disclosure, part of the public domain, by publication or otherwise, except by breach of the provisions of this Agreement; or

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

3) **RETURN OF THE MATERIALS**

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

4) **OWNERSHIP OF CONFIDENTIAL INFORMATION**

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

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

5) REMEDIES FOR BREACH OF CONFIDENTIALITY

- 1) The Receiving Party agrees and acknowledges that Confidential Information is owned solely by the disclosing party (or its licensors) and that any unauthorized disclosure of any Confidential Information prohibited herein or any breach of the provisions herein may result in an irreparable harm and significant injury and damage to the Disclosing Party which may be difficult to ascertain and not be adequately compensable in terms of monetary damages. The Disclosing Party will have no adequate remedy at law thereof, and that the Disclosing Party may, in addition to all other remedies available to it at law or in equity, be entitled to obtain timely preliminary, temporary or permanent mandatory or restraining injunctions, orders or decrees as may be necessary to protect the Disclosing Party against, or on account of, any breach by the Receiving Party of the provisions contained herein, and the Receiving Party agrees to reimburse the reasonable legal fees and other costs incurred by Disclosing Party in enforcing the provisions of this Agreement apart from paying damages with interest at the market rate prevalent on the date of breach to the Disclosing Party.
- 2) The Receiving Party agrees and acknowledges that any disclosure, misappropriation, conversion or dishonest use of the said Confidential Information shall, in addition to the remedies mentioned above, make the Receiving Party criminally liable for Breach of Trust under section 405 of the Indian Penal Code.

6) TERM

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

7) GOVERNING LAW & JURISDICTION

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

8) ENTIRE AGREEMENT

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

9) WAIVER

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

10) SEVERABILITY

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

11) NOTICES

Any notice provided for or permitted under this Agreement will be treated as having been given when (a) delivered personally, or (b) sent by confirmed telecopy, or (c) sent by commercial overnight courier with written verification of receipt, or (d) mailed postage prepaid by certified or registered mail, return receipt requested, or (e) by electronic mail, to the party to be notified, at the address set forth below or at such other place of which the other party has been notified in accordance with the provisions of this clause. Such notice will be treated as having been received upon actual receipt or five days after posting.

For and on behalf of the Prospective Applicant

Authorized Signatory:

Name _____ :
Designation _____
Office Seal _____
Place: _____
Date: _____

Accepted –
We have read this agreement and confirm our agreement with its terms.