

**Request for Proposal
For
Accessibility Audit
for NICL Corporate Website, Portals and Mobile Application**

RFP NO: NICL/IT/RFP/19/2025/ACCESSIBILITY_AUDIT



Trusted since 1906

National Insurance Company Limited Head Office, Address: Premises No.18 – 0374

Plot No.- CBD-81, New Town, Kolkata, 700156

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SECTION – I

Definitions, General Terms and Conditions



National Insurance Company Limited Head Office, Address: Premises No.18 – 0374

Plot No.- CBD-81, New Town, Kolkata, 700156

1.1. Definitions:

In this RFP document the following terms shall be interpreted as indicated below:

- a) 'NICTL' means National Insurance Company Limited.
- b) The 'Purchaser' means National Insurance Company Limited.
- c) 'RFP' means 'Request for Proposal'.
- d) 'PQB' means 'Pre-Qualification Bid'.
- e) The '**Accessibility Audit**' means a comprehensive evaluation of NICTL's Corporate Website, Portal and Mobile Application to ensure compliance with recognized accessibility standards such as latest WCAG (Level AA), GIGW, RPWD Act 2016, IS 17802 (Parts 1 & 2) guidelines. The audit will cover usability for people with disabilities, including visual, auditory, motor, and cognitive impairments. The scope includes assessment, reporting of gaps, recommendations for remediation, and validation of fixes across all environments (e.g., development, testing, production) as per specifications detailed in **Section – III (Scope of Work)** of this RFP.
- f) The 'Contract' means the agreement entered into between the Purchaser and the Supplier as recorded in the Contract Form signed by the Purchaser and the Supplier, including all attachments and Annexure thereto and all documents incorporated by reference therein. The contract also covers the terms & conditions and other points mentioned in the RFP forms including the accepted deviations (if any). A specimen of the Contract has been given in **Section – V (Format of Contract)**.
- g) "GIGW" means Guidelines for Indian Government Websites and Apps from the Ministry of Electronics & Information Technologies.
- h) "WCAG" means Web Content Accessibility Guidelines.
- i) "RPWD Act, 2016" means the Rights of Persons with Disabilities Act, 2016, enacted by the Government of India to ensure equality, accessibility, and full participation of persons with disabilities.
- j) "IS 17802 (Parts 1 & 2)" means the Indian Standard for Accessibility of ICT Products and Services, Part 1 specifying accessibility requirements and Part 2 specifying conformance determination and reporting, issued by the Bureau of Indian Standards (BIS).
- k) The term "Supplier" or "Service Provider" shall refer to the individual, firm, organization, or entity to whom the Purchase Order is issued for conducting the Accessibility Audit and providing related services, including assessment, compliance review, reporting, recommendations, validation of fixes, training, and support. It shall be deemed to include the Supplier's successors, authorized representatives (as approved by the Purchaser), permitted assigns, legal heirs, executors, or administrators, unless otherwise excluded by the terms of the contract. In the context of this RFP, the term "Supplier" shall specifically mean the Service Provider engaged for delivering Accessibility Audit services.

- l) **Bidder** shall refer to any eligible entity or consortium submitting a proposal under this RFP prior to the award of the contract. Upon final selection and issuance of the Purchase Order, the successful Bidder shall be referred to as the **Supplier** and shall be contractually bound to deliver all services specified under this RFP.
- m) The 'Bid Price' means the 'Total Price' (As per Table 'A', Section-IV) quoted by the bidder.
- n) The 'Contract Value' means the total cost of conducting the Accessibility Audit for NICL's Corporate Website, Portals, and Mobile Application (as listed in Annexure-E), including comprehensive assessment, reporting, recommendations, validation of fixes, and all related services to be provided by the Supplier. The Contract Value shall also cover the conduct of repeat accessibility audits whenever significant changes, updates, or new modules/features are introduced on the website, portals, or mobile application, with updated Accessibility Conformance Reports (ACR) to be delivered accordingly.
- o) 'Modification' means significant changes, updates, or the introduction of new modules/features to the digital properties listed in Annexure-E.
- p) 'EMD' means Earnest Money Deposit being the amount to be deposited by the bidder to NICL in the form of BG/Demand Draft along with the bid.
- q) 'PBG' means Performance Bank Guarantee to be submitted by the supplier as the guarantee of performance against the concerned Order.
- r) The 'Order' means the Purchase Order issued in favour of the successful Bidder.
- s) 'Service' means all activities related to the Accessibility Audit, such as accessibility assessment, testing of Website, Portals and Mobile application, accessibility compliance review, reporting of findings, recommendations for remediation, revalidation of fixes, and any other incidental services and obligations of the Supplier covered under the contract.
- t) The term 'Authorized Signatory' as used in the RFP document shall mean one who has signed the RFP and he/she should clearly indicate the capacity in which he / she has signed the RFP and the company or firm shall be bound by his / her signature.
- u) Wherever the word 'he' appears in this document, it shall be deemed to include 'she', 'it' as may be appropriate.
- v) 'NICL Address' means the address for bid submission and opening of RFP of Accessibility Audit and is as follows:

Chief Manager-IT

National Insurance Company Limited, Head Office, IT Department,

Address: Premises No.18-0374, Plot No. CBD-81, New Town, Kolkata-700156

Contact Person: D K Sahu

Contact No.: 8335080388

E-mail: dk.sahu@nic.co.in

NICL reserves the right to extend the last date/time for submission of bids or modify the Technical Specifications/locations of Engagement of Certification Services/conditions stipulated in any item(s) of

this RFP Documents till final bid submission date and all such changes/modification will be informed through NICL website: <https://nationalinsurance.nic.co.in>, <https://eprocure.gov.in>, and <https://gem.gov.in> .

1.2. Application:

The General Terms and Conditions of the RFP as laid down in this section shall apply over and above the provisions of the contract to the extent not specifically mentioned in the contract.

All clarifications to queries shall be published on NICL Corporate Website and CPPP portals only. Addendums, if any, shall be published before the bid submission date and will be binding.

1.3. Earnest Money Deposit (EMD):

The offer for conducting the Accessibility Audit, including assessment of NICL's Corporate Website, Portals and Mobile Application, accessibility compliance review, reporting, and validation support, must be accompanied with a deposit in the form of Bank Guarantee (BG) / Demand Draft (DD) / NEFT for the amount mentioned in Section II, payable at Kolkata in favour of "National Insurance Company Limited" issued by any Scheduled Commercial Bank, which would carry no interest. Non-submission of EMD along with the Pre-Qualification cum Technical Bid will disqualify the Bidder and their Commercial Bids will not be entertained.

The **EMD** and/or the Performance Guarantee to be furnished by the successful Bidder may be forfeited if the Bidder:

i. Withdraws his bid at any time before the LOI or Purchase Order or Advice for execution is issued against the respective RFP.

OR

ii. Fails or refuses to receive the Purchase Order within two working days from the date of issuance of the Purchase Order.

OR

iii. Fails or refuses to execute the work after having been identified as L1 before or after LOI/Purchase Order/Advice for execution is issued.

OR

iv. Fails or refuses to furnish the Performance Guarantee of 3% of the Contract Value.

OR

v. Fails or refuses to execute the Contract within 14 working days of issue date of PO.

OR

vi. Fails or refuses to execute the work as per the Contract.

NOTE: SSI Units registered with NSIC and MSME and Start-ups can avail the following benefit on submission of relevant certificate:

- **Exemption from payment of Tender Fee**
- **Exemption from payment of EMD (Earnest Money Deposit)**

Note: Only Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by department of Micro, Small and Medium Enterprises (MSME) are exempt from submission of EMD (Bid Security) and

tender fees. Bidders claiming exemption of EMD under this rule (170 of GFR) are however required to submit a signed Bid securing declaration accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of 12 months from being eligible to submit bids. Non submission against the same at Pre-qualification stage, will disqualify the bidder.

1.4. Pre-Qualification Bid

Pre-Qualification Bids will be evaluated based on eligibility criteria as mentioned below.

Eligibility Criteria for Accessibility Audit & Related Support:

- (i) Bidder shall be an empanelled web accessibility audit Agency/Professional with Department of Empowerment of Persons with Disabilities, Ministry of Social Justice and Empowerment, Govt. of India as per Office Memorandum dated 04th February 2025.
- (ii) Bidder shall have full-time employees on its direct payroll who hold certification by the International Association of Accessibility Professionals (IAAP).
- (iii) The bidder should be registered as a company in India under the Companies Act 1956/2013 in India.
- (iv) **Bidder** should have a minimum average turnover of Rs 10.00 Lakhs in the last three financial years i.e., 2022-23, 2023-24 and 2024-25. Turnover data pertains to revenue from Accessibility Audit Services or related consulting services, not physical products. This has to be substantiated by the audited Balance sheet of the Firm / Company for the relevant years (Please fill Annexure-B of Section-III).
- (v) The bidder should be a reputed Accessibility Audit Service Provider or consulting firm with prior experience of at-least one year in conducting Web and mobile application accessibility audits in compliance with latest WCAG / latest GIGW standards/ IS 17802 (Parts 1 & 2). The bidder should have successfully completed at least three Accessibility Audits or equivalent Digital Accessibility Compliance projects pertaining to BFSI in India in the last three financial years (Please fill Annexure-C of Section-III).
- (vi) The Bidder must not have been blacklisted or barred by any Public Sector Undertaking (PSU), Central Government Department, State Government Department, or any Government Organization in India for failure to deliver accessibility audits or related services.

The Bidder and its consortium members (if applicable) must further confirm that they have not been blacklisted within the past two (2) years calculated from the date of floating of this RFP.

A self-declaration confirming compliance with the above requirement must be submitted by the Bidder entity (if applicable).

In the event that any blacklisting information is discovered at any stage during the bidding process or during the course of the engagement, National Insurance Company Limited (NICL) reserves the absolute

right to summarily **reject the bid** or **terminate the contract** (if awarded) **without any liability or obligation**, and **forfeit any security deposits or performance guarantees** submitted by the Bidder.

Any Bidder who has within the period of last 2 years (counted from the date of publication of the RFP) refused to accept Purchase Order or having accepted Purchase Order failed to carry out the obligations mentioned therein or denied or failed to provide product and/or services after being adjudged as the L1 Bidder in any RFP process of NICL, is debarred from participating in this RFP. Bid, if any, from any such Bidder will be automatically rejected.”

(vii) Bidder has to submit Power of Attorney in non-Judicial Stamp Paper while submitting the Bid along with PQB.

(viii) Bidder has to submit declaration for Conflict of Interest in their letter head at time of submitting bid as per format given below in Section-V.

1.5. Legal and Policy Basis for MII Exemption:

The Public Procurement (Preference to Make in India), Order 2017 issued by DPIIT, primarily applies to: Goods (tangible products manufactured in India), Works Contracts (with material content), and Certain Services only when local content can be measured (e.g., software development, maintenance). However, Accessibility Audit Services are non-tangible services regulated by international and national standards such as the latest WCAG, latest GIGW, IS 17802 (Parts 1 & 2) and the RPWD Act, 2016. These services are delivered through certified accessibility professionals (e.g., IAAP-certified auditors) and specialized consulting firms, many of whom may be foreign entities or Indian partners of international accessibility organizations. Since Accessibility Audit Services do not fall under the definition of “goods” or “works contracts” and do not involve measurable local content, in accordance with the DPIIT guidelines under the Public Procurement (Preference to Make in India) Order, 2017, this RFP is exempted from MII applicability. The Commercial bids of the Bidders who do not conform to the Pre-Qualification and Technical eligibility criteria will not be opened. However, the EMD of such Bidders will be returned in due course.

1.6. Technical Specification:

The technical specifications of the proposed Accessibility Audit and its related support should comply with the requirements given **in Section III (Scope of Work)**. National Insurance Company Limited has the sole discretion to accept or reject bids without deviations from the technical specifications given in Section III. The technical specifications are the minimum requirements, and the Bidder may propose additional/better methodologies or tools.

Technical evaluation:

- a. The evaluation of the technical bids may be done as follows:
 - 1) Evaluation of the Technical bid documents submitted by the Bidders.
 - 2) Overall understanding of Scope & Requirements
 - 3) Demonstration of organization’s capability for the proposed initiative
 - 4) Past experience (Accessibility Audit projects in Insurance, Public Sector, Government, or Enterprise Industry).

- 5) Demonstration of value proposition offered in the bid which shall enable the success of the project
- 6) Proposed methodology, tools, use-cases, capabilities, implementation approach, timelines & project plan (Bidders may be asked to demonstrate, if required by NICL).
- 7) Training Plan & Approach
- 8) Ability to respond to NICL queries in a timely manner.

b. Failure to comply with this requirement may result in disqualification of the bidder and cancellation of the bid submitted by him.

c. The **Commercial Bids** of only those Bidders who qualify the **Prequalification-cum Technical Evaluation stage** shall be opened. The date, time, and venue for opening of the Commercial Bids shall be communicated separately to all technically qualified Bidders via the contact phone number and/or email ID provided in their bid submissions.

1.7. Price Schedule:

- a. All quotes are to conform to the format as per Price Schedule in **Section – IV**; Quotes shall only be in INR (Indian Rupees).
- b. The Bidder will submit their quotations after carefully examining the documents/conditions. The Bidder must obtain for himself on his own responsibility and at his own expenses all the information necessary to enable him to prepare and submit a proper quotation.
- c. It will be the responsibility of the Bidder to take care of all formalities, if any, necessary as per orders of any government/non-government authority in force at the point of time of Engagement of Services of said activities/services.

d. The final price for evaluation for Accessibility Audit Services would be decided as per the following conditions:

The commercial bids for the technically qualified Bidders will be opened and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at NICL's discretion. The total cost of ownership for the purpose of evaluation shall be calculated over the contract period.

- e. The Purchaser shall not be responsible for any additional expenses, such as audit charges, travel, accommodation expenses of the auditor, etc.

1.8. Other Conditions:

- a. Bids without proper authorization from an IAAP certified empanelled Accessibility Audit Agency/Professional (published by the Department of Empowerment of Persons with Disabilities, Ministry of Social Justice and Empowerment, Government of India as Office Memorandum dated 04.02.2025) shall be treated as non-responsive and shall be rejected forthwith.
- b. A bid determined not substantially responsive will be rejected by the purchaser and cannot be made subsequently responsive.

- c. No consideration will be given to a bid received after the date and time stipulated by NICL and no extension of time will be permitted for submission of Bids. However, NICL reserves the right to extend the last date and time for submission of the bids at its own discretion.
- d. Canvassing/misleading information in any form in connection with Bids is strictly prohibited and Bids submitted by bidders who resort to these types of activities are liable to be rejected.
- e. NICL reserves the right to call for any clarification from any/all Bidders during the evaluation of the bids. However, no other correspondence on bids will be entertained.
- f. No price variation / adjustment, explanation, correction or any other escalations will be entertained.
- g. Over-writing without proper authentication is not permitted in filling up the bids and may entail rejection of the bids.

NATIONAL INSURANCE COMPANY LIMITED DOES NOT BIND ITSELF TO ACCEPT ANY BID AND RESERVES THE RIGHT TO ACCEPT/REJECT ANY BID WITHOUT ASSIGNING ANY REASONS THEREOF.

Note: Bidder has to submit self-declaration in their letter head at time of submitting bid where they have to agree to all points mentioned in RFP.

1.9. Terms of Payment:

- a. All payments pertaining to this RFP will be made from the Head Office. The applicable GST will be paid by NICL as per Invoice of the supplier. Full payment will be remitted upon the satisfactory completion of the work as defined by the scope of work within the Request for Proposal (RFP) and subsequent formal acceptance by NICL.
- b. Performance Guarantee of 3% of the Contract Value in the form of a Bank Guarantee (BG) shall be furnished by the successful Bidder in favour of NICL at the time of payment of the Invoice amount. The Guarantee shall remain valid for the entire Accessibility Audit engagement period, covering initial assessment, reporting, recommendations, validation of fixes, and delivery of the final Accessibility Conformance Report (ACR), along with any repeat audits required during the contract period. The signed Contract (as per the format given in **Section – V**) shall be submitted to NICL within 14 working days from the issue of the Purchase Order.
- c. **NICL will make payment as follows as the Commercial table.**
- d. In the event that any deficiency is observed in the Accessibility Audit deliverables (including interim reports, final Accessibility Audit Report, Accessibility Conformance Report (ACR), or revalidation of fixes) or in the activities carried out under the engagement, National Insurance Company Limited (NICL) reserves the right to withhold payment for the affected deliverable(s) or milestone(s), either partially or in full. The Supplier shall, within a stipulated **cure period of 30 (thirty) working days** from the date of written notification, rectify such deficiencies to the satisfaction of NICL. Payment shall be released only upon successful revalidation and formal deliverance of Accessibility Conformance Report (ACR) to NICL. Failure to resolve the deficiency within the specified period may lead to invocation of appropriate remedies under the contract, including but not limited to, termination of the engagement, forfeiture of performance security, and/or recovery of advance payments made, if any.
- e. For any Modifications, the bidder shall propose a fixed unit cost for conducting accessibility audits. This cost will be applied as follows:

The bidder must quote a fixed price on a Per Page basis for the corporate website and portals and Per Screen basis for the mobile application. Upon notification of Modifications by NICL, the successful bidder will be required to conduct a complete accessibility audit of the affected pages/screens. The quoted **per page price** will be the discovered rate and shall remain **fixed and valid** throughout the entire contract period, irrespective of the complexity of the content.

- f. **No advance payment will be made by NICL.**

1.10. Copyright Violation and Patent Rights:

The Supplier shall indemnify and hold harmless National Insurance Company Limited (NICL) against any and all claims, losses, liabilities, costs, or expenses (including legal fees) arising from any third-party claim of infringement of patents, copyrights, trademarks, or industrial design rights resulting from the use of the Accessibility Audit services, associated documentation, testing tools, or any software components used or deployed under this engagement within the territory of India.

This indemnity shall apply to all intellectual property-related violations pertaining to any component, method, or material furnished by the Supplier under this RFP.

The total liability of the Supplier under this indemnification clause shall, however, be limited to the total contract value awarded under this engagement.

1.11. Cancellation Clause:

If the Accessibility Audit is not completed and the final Accessibility Conformance Report (ACR) is not delivered within the timeline specified in the Purchase Order, National Insurance Company Limited (NICL) reserves the right to terminate the contract, either in whole or in part, at its sole discretion. In such an event, NICL shall also have the right to invoke and encash the Performance Guarantee submitted by the Supplier, without prejudice to any other remedies available under the contract or applicable law.

1.12. Standards:

The Accessibility Audit services provided under this contract shall conform to the standards mentioned in the technical specifications (including latest WCAG, GIGW, IS 17802 (Parts 1 & 2) and RPWD Act, 2016), and when no applicable standard is mentioned, it will be mutually decided between the Supplier/s and NICL.

1.13. Audit Documentation, SOPs, and Certification Records:

- a. The Supplier shall provide the original documentation, initial accessibility audit report, relevant SOPs, and deliverables of the Accessibility Audit in the first round of testing.
- b. The Supplier shall provide respective final Accessibility Conformance Reports (ACRs) after the compliance of each - Corporate Website, Portals, and Mobile Application of NICL, with the latest WCAG, GIGW, IS 17802 (Parts 1 & 2) and RPWD Act 2016.

1.14. Change of purchase order:

NICL may at any time, by written order to the Supplier/s, make changes within the general scope of the Purchase Order in any one or more of the following:

- i. Place of Engagement of Services or implementation support or both.
- ii. Services to be provided by Supplier/s.

1.15. Delays in the Supplier/s performance:

- a. Engagement of Services of the Accessibility Audit and performance of the services shall be made by the Supplier/s in accordance with the time schedule mentioned in the Purchase Order.
- b. Any delay by the Bidder in the performance of its Engagement of Services obligations shall render the Supplier/s liable for imposition of liquidated damages and/or termination of the contract for default, besides encashment of the EMD.
- c. Any incidental taxes and levies on account of delay in performance i.e., Engagement of Services shall be on the Supplier's account.
- d. Once the stipulated date for completion of the Accessibility Audit is crossed and no Engagement of Services has commenced, NICL may consider termination of the contract and/or annulment of Purchase Order besides encashment of the EMD.

1.16. Liquidated Damages:

- a. In the event that the Engagement of Services and completion of Accessibility Audit deliverables is not fully carried out at the specified NICL location(s) within the stipulated period mentioned in the Purchase Order, and where such delay is not attributable to a valid Force Majeure event, NICL shall be entitled to impose Liquidated Damages (LD) on the Supplier.
- b. The LD shall be levied at the rate of 1.0% of the Total Contract Value for each week (7 calendar days) or part thereof of delay, calculated beyond the scheduled date for completion of the Accessibility Audit at each identified location. The cumulative LD shall be capped at 5% of the Total Contract Value.
- c. Should the delay result in LD exceeding this 5% threshold, NICL reserves the right to terminate the contract and invoke the Performance Bank Guarantee (PBG) submitted by the Supplier.
- d. Further, in the event of delay in rectifying defects or non-conformities during the Accessibility Audit Support Period, NICL shall be entitled to levy LD as specified above.

1.17. Clarification of Bids:

To assist in the examination, evaluation and comparison of bids the Purchaser may, at their discretion, ask the Bidder for clarification of the bid. However, **no other correspondence on bids will be permitted.**

1.18. Contract with NICL:

The Supplier/s will have to enter a contract with National Insurance Company Limited within 14 working days of NICL from the date of receiving of Purchase Order. The format of the contract is attached in **Section –V**. Failure to enter the Contract may result in cancellation of the Purchase Order.

1.19. Training:

The Supplier shall be required to provide a clear explanation and walkthrough of the Accessibility Audit methodology, deliverables, and implementation approach during execution. This is to ensure that end-users and stakeholders encounter no operational challenges in understanding the Accessibility Audit process, associated standards, and required compliance actions.

1.20. Termination on Insolvency:

The agreement can be terminated by giving written notice to the Supplier/s, without compensation to the Supplier/s, if:

- i. The Supplier/s becomes bankrupt or is otherwise declared insolvent.
- ii. The Supplier/s being a company is wound up voluntarily or by the order of a court or a receiver, or manager is appointed on behalf of the debenture holders or circumstances occur entitling the court or debenture holders to appoint a receiver or a manager, provided that such termination will not prejudice or affect any right of action or remedy accrued or that might accrue thereafter to the Purchaser.

1.21. Governing Language:

The bids prepared by the Bidder/s and all correspondence and documents relating to the bids exchanged by the Bidder/s and the Purchaser, shall be written in the English language, provided that any printed literature furnished by the Bidder/s may be in any other language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

1.22. Applicable law:

The contract shall be interpreted in accordance with the Indian laws.

1.23. Notices:

Any notice by one party to the other pursuant to the Contract shall be sent by telegram/cable/fax and confirmed in writing to the address specified for that purpose in the Contract. As the Purchaser's Registered Head Office is situated within the Jurisdiction of the High Court at Kolkata all disputes and differences are subject to the Jurisdiction of The Calcutta High Court.

1.24. Assignment:

The Supplier/s shall not assign in whole or in part, the obligations to perform under the contract, except with Purchaser's prior written consent.

1.25. Sub-Contract:

The Supplier/s shall obtain consent of the Purchaser in writing of all Sub-Contracts (if any) to be awarded under the Contract that is not already specified, in his bid. Such notification, in his original bid or later, shall not relieve the Supplier/s from any liability or obligation under the Contract.

1.26. Force De Majeure:

- a. Notwithstanding the provisions contained herein the Supplier/s shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force De Majeure.
- b. For the purpose of this clause "Force De Majeure" means an unforced event beyond the control of the Supplier/s and shall not include the fault, negligence or delay on part of supplier, his OEM or any other party. Such events may include, but are not restricted to, acts of the purchaser in its

contractual capacity, wars or revolution, fires, floods, epidemic, quarantine restrictions and freight embargoes.

- c. If a Force De Majeure situation arises, the Supplier/s shall promptly notify the Purchaser in writing of such condition and the clause thereof. Unless otherwise directed by the Purchaser in writing the Supplier/s shall continue to perform their obligations under the Contract as far as reasonably practical and shall adopt all reasonable alternative means for performance not prevented by Force De Majeure clause.

1.27. Termination for Convenience:

- a. The Purchaser may, by written notice sent to the Supplier/s, terminate the Agreement, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Agreement is terminated, and the date on which such termination becomes effective.
- b. The Purchaser may purchase the Accessibility Audit deliverables (such as completed Accessibility Audit Reports, Accessibility Conformance Reports (ACR), compliance documentation, or validation reports) that are complete and ready for submission within thirty (30) days after the Supplier's receipt of the notice of termination, at the contract terms and prices.

For the remaining Accessibility Audit deliverables and services, the Purchaser may elect:

- i. To have any portion of the Accessibility Audit completed and delivered at the contract terms and prices; and/or
- ii. To cancel the remainder and pay to the Supplier/s an agreed amount for partially completed Accessibility Audit activities, reports, or services previously procured by the Supplier/s.

1.28. Obligation:

The entire responsibility of the certification and the contract lies with the Supplier/s on whom the Purchase Order is placed and with whom the Contract is signed. The Supplier/s would be responsible and bear the additional cost (if any), incurred by the Purchaser on this account of the supply.

1.29. Limitation of Liability:

- a. Neither parties shall be liable for any indirect, punitive, consequential, or incidental loss, damage, claims, liabilities, charges, costs, expense or injury, including, without limitation, loss of use, data, revenue, profits, business interruption, and loss of income or profits, that may arise out of or result from this Agreement, irrespective of whether it had an advance notice of the possibility of any such damages.
- b. The aggregate liability of supplier under this Agreement, regardless of the form of the claim, shall not exceed aggregate of (i) value of the services facilitated during six months prior to the date of claim; (ii) the fees received by supplier under this Agreement during the six months preceding the date of such claim, for services.

Note: All queries relating to the Tender must be submitted to NICL latest by 09th Sep 2025 till 5 PM through mail as mentioned above and a Pre-bid meeting will be held on 10th Sep 2025 (if required). It should also be noted that any query raised by any bidder after 5:00 p.m. on 09th Sep 2025 will not be entertained.

SECTION – II

RFP Specific Terms and Conditions



National Insurance Company Limited Head Office, Address: Premises No.18 – 0374

Plot No.- CBD-81, New Town, Kolkata, 700156

- 2.1. The RFP No. and Name of this RFP is **NICL/IT/RFP/19/2025/ACCESSIBILITY_AUDIT**.
- 2.2. Invitation to RFP (e-RFP) is for Provision of Consulting, Engagement of Services, and Facilitation of Accessibility Audit of NICL's Corporate Website, Portals, and Mobile Application, in compliance with the latest WCAG, GIGW, IS 17802 (Parts 1 & 2) and RPWD Act 2016, through IAAP certified empanelled web accessibility Agency / Professional with Department of Empowerment of Persons with Disabilities, Ministry of Social Justice and Empowerment, Govt. of India as per Office Memorandum dated 04th February 2025.
- 2.3. Intending Bidders who satisfy the eligibility criteria laid down hereunder may download the RFP Document from the Company's website www.nationalinsurance.nic.co.in, <https://eprocure.gov.in> and <https://gem.gov.in>.
- 2.4. Bidders may please note for participation in this e-RFP, it is mandatory to download official copy of RFP document from GeM portal) between **4th Sept 2025 to 15th Sep 2025** and in this case the Bidder has to submit a non-refundable RFP Document Fee of Rs. 5,000/- (Rupees Five Thousand) only by way of DD/NEFT/RTGS drawn in favour of **National Insurance Company Limited** along with the other documents to be submitted. Non furnishing of RFP Document Fee shall disqualify the bidder.
- 2.5. If any Bidder uses any brands/ models not complying with BOM, his bid shall be summarily rejected. The RFP shall consist of the PQ (Pre-Qualification) cum Technical bid followed by Commercial bid.
- 2.6. Last Date & Time for Submission of bid is on or before **15th Sep 2025 Time: 1:00 PM** at 'NICL Address'.
- 2.7. Online Pre-Qualification cum Technical bids will be opened on **15th Sep 2025 Time: 3:00 PM** at 'NICL Address'.
- 2.8. The Bidders, who qualify in the Pre-qualification cum Technical Bid stage, will be intimated of their selection and their Commercial bids shall be opened in due course accordingly.
- 2.9. Date till which the bid is valid: One year from the date of opening of Commercial Bids/date of placement of work order.
- 2.10. Bidders are advised to study the RFP Documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP Documents with full understanding of its implications.
- 2.11. The consultants of NICL or their sister concerns shall not be permitted to participate in this RFP.
- 2.12. NICL reserves the right to accept / reject any / all offers without assigning any reason whatsoever. The decision of the Company in selecting the vendor/s would be final and conclusive.

2.13. Offers prepared in accordance with the procedures as enumerated herein below shall be submitted at 'NICL Address':

Chief Manager-IT

National Insurance Company Limited, Head Office, IT Department, Address:

Premises No.18-0374, Plot No. CBD-81, New Town, Kolkata-700156

Contact Person: D K Sahu

Contact No.: 8335080388

E-mail: dk.sahu@nic.co.in

2.14. Details of EMD:

All Bids must be accompanied with Earnest Money Deposits in the form of BG/DD/NEFT/RTGS payable at Kolkata drawn in favour of National Insurance Company Limited. The amount of Earnest Money Deposit will be Rs. 25,000/- (Twenty- Five Thousand) only.

❖ Particulars for DD/NEFT/RTGS Transfer:

Name as per Bank Account	: National Insurance Company Limited
Bank Account Number	: 6762010554
Type of Account	: Current Account
Name of the Bank	: Indian Bank
Name of the Branch	: Russell Street, Kolkata – 700071
MICR Number of the Branch	: 700019018
IFSC No. of the Branch	: IDIB000R024

❖ Non-furnishing of EMD/s along with the Pre-Qualification cum Technical bid shall disqualify the Bidder and his Commercial bids shall not be entertained.

❖ The EMD amount submitted by the Bidder will be returned, without any interest, to the unsuccessful Bidders after issuance of Purchase Order to the successful bidder.

❖ For the successful Bidder the EMD amount, without any interest, will be refunded on submission of Performance BG as Security Deposit which will not carry any interest till certification support model period is completed. The Performance Guarantee should be as per format given in **Section – V**.

❖ This RFP Document is not transferable.

2.15. Procedure for Submission of Bids:

a. The proof of EMD, in the form of Bank Guarantee BG/ DD/ NEFT/ RTGS, should be uploaded on the GeM portal along with the bid documents. Bids without valid EMD upload will be treated as non-responsive and are liable to be rejected.

b. Original copy of the letter of authorization shall be indicated by written power of-attorney.

- c. Proof of payment of RFP fee/ Cost of RFP Documents via NEFT/RTGS/DD of Rs. 5,000/- drawn in favour of National Insurance Company Limited should be uploaded on the GeM portal along with the bid documents.

NOTE:

- (1) Prices must NOT be indicated in the Pre-qualification cum Technical Bid and if indicated the Bid shall be rejected. Prices are to be indicated only in the prescribed format in Commercial Bid.
- (2) SSI Units registered with NSIC and MSME can avail the following benefit on submission of relevant certificate:
- Exemption from payment of Tender Fee.
 - Exemption from payment of EMD (Earnest Money Deposit).

Only Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by department of Micro, Small and Medium Enterprises (MSME) are exempt from submission of EMD (Bid Security) and tender fees. Bidders claiming exemption of EMD under this rule (170 of GFR) are however required to submit a signed Bid securing declaration accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of 12 months from being eligible to submit bids. Non submission against the same at Pre-qualification stage, will disqualify the bidder.

2.16. It is proposed to have a **Two Bid System** for this RFP.

Online Documents:

- The **Pre-qualification cum Technical Bid** should be submitted online on GeM portal.
- The **Commercial Bid** should be submitted online on GeM portal.

Prices are to be indicated only in the prescribed format in Commercial Bid.

- The Bidder shall bear all costs associated with the preparation and submission of its bid, and NICL shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the RFP process.
- NICL reserves the right to extend/modify the last date/time for submission of bids.
- Successful Bidder shall provide price-breakup of all the line items quoted in Commercial bid separately.
- **Check-list for scanned Documents to be uploaded with bid (except those are specified as offline/Hardcopy documents):**

Pre-Qualification cum Technical Bid comprises the following:

- i. Bidder's Particulars
- ii. Certificate of Incorporation / Registration Certificate of the company/agency/firm/NGO/Trust/Registered Society.
- iii. **Valid GST Registration Certificate** and **PAN Card** copies signed by authorized signatory.
- iv. Power of attorney of the bidder representative on non-judicial stamp paper.

- v. Proof of Earnest Money Deposit and Tender Fee.
- vi. Proof for Net Worth in last three financial years
- vii. Declaration regarding Conflict of Interest as mentioned in Section V of RFP.
- viii. Integrity Pact on non-judicial stamp paper.
- ix. **Technical Bid Letter** signed by the authorized representative.
- x. **Valid Udyam Certificate** (for MSME bidders) for exemption from EMD and claiming purchase preference as per Public Procurement Policy for MSEs.
- xi. **Valid Empanelment Certificate** from Department of Empowerment of Persons with Disabilities, Ministry of Social Justice & Empowerment, Govt. of India as per OM 04th Feb 2025.
- xii. **IAAP Certification** of the proposed audit team member(s).
- xiii. **Work Orders / Agreements / Completion Certificates** (or other proof) of prior experience in Accessibility Audits for websites and mobile applications, preferably from Central/State Govt. Ministries, Departments, PSUs, or autonomous bodies.

Note: ***National Insurance Company Limited shall not be responsible for nonreceipt/non- delivery of the RFP documents due to any reasons whatsoever***

SECTION – III

- **Scope of Work**
- **Contents of Particulars of Pre-Qualification cum Technical Bid**



Trusted Since 1906

National Insurance Company Limited Head Office, Address: Premises No.18 – 0374

Plot No.- CBD-81, New Town, Kolkata, 700156

SCOPE OF WORK

3.1. Scope of Work for Accessibility Audit (NICL Corporate Website, Portals and Mobile Application)

Conduct a comprehensive Accessibility Audit of the NICL's corporate website, portals, and mobile application listed in Annexure-E, in compliance with the latest WCAG (Level AA), GIGW, RPWD Act, 2016, IS 17802 (Parts 1 & 2), and other applicable Government of India guidelines.

The audit aims to ensure full compliance with:

- Latest **Web Content Accessibility Guidelines (WCAG)**, preferably Level AA
- Latest **Guidelines for Indian Government Websites (GIGW)**
- **Rights of Persons with Disabilities (RPWD) Act, 2016**
- **Indian Standard IS 17802 (Parts 1 & 2)**
- Any other applicable national or international accessibility standards
- Relevant **Government of India guidelines** issued from time to time

1. Comprehensive Accessibility Assessment

The accessibility assessment shall include all **pages/screens, pre-login and post-login** as well as all links/URLs within the same domain or sub-domain in both **UAT and Production Environments**. The vendor shall ensure compliance with: Latest WCAG Level AA, GIGW, RPWD Act, IS 17802 (Parts 1 & 2) and other applicable standards.

a. Automated Accessibility Testing

Use industry-standard licensed tools (e.g., Axe, WAVE, Lighthouse, Site improve, Accessibility Scanner etc.) to detect issues such as:

- Missing or improper alt text.
- Poor colour contrast.
- Incorrect ARIA labels.
- Non-focusable elements.
- Keyboard traps.

b. Manual Accessibility Testing

Verify:

- **Keyboard navigation** (tabbing order, focus indicators, etc).
- **Screen reader compatibility** (NVDA, JAWS, VoiceOver, TalkBack, etc).
- **Form accessibility** (labels, error identification, validation feedback, etc).
- **Media alternatives** (captions, transcripts, control of autoplay, etc).
- **Mobile responsiveness & accessibility** across devices.

c. Assistive Technology Testing

Validate compatibility with:

- Screen readers (JAWS, NVDA, VoiceOver, TalkBack, etc).

- Screen magnifiers (e.g. ZoomText).
- Voice input tools (Dragon NaturallySpeaking, OS in-built tools, etc).
- Assistive gestures and focus indicators on mobile OS.

d. PDF and Document Accessibility Testing

- Ensure all tagged PDFs and documents are:
 1. Properly structured with headings, tables, lists, etc.
 2. Accessible to screen readers across all browsers on Windows, macOS, Android, iOS and other relevant platforms.
 3. Correct in reading order, form field tagging, and image alt text.
- Evaluate with Adobe Acrobat Pro, PAC 2021, and similar tools.

e. Compliance Mapping

Map findings against:

- Latest WCAG Level AA success criteria.
- Latest GIGW accessibility requirements.
- IS 17802 (Parts 1 & 2)
- RPWD Act, 2016.
- Any updated Government of India accessibility guidelines.

2. Responsive Web Design Testing (RWDT) & Accessibility Conformance Reporting

The vendor shall conduct **RWDT** across browsers, devices, and screen sizes, and generate an **Accessibility Conformance Report (ACR)**.

a. RWDT Coverage

- Validate responsiveness of the Website, Mobile app and Portals on different devices, resolutions, and orientations.
- Check touch target size, gesture support, consistent labelling, and adaptive layouts.

b. Accessibility Conformance Report (ACR)

The vendor shall provide an **Accessibility Conformance Report (ACR)** as per:

- **IS 17802 Part 1 (Requirements) and Part 2 (Conformance determination & template)**
- In a structured format such as the **Voluntary Product Accessibility Template (VPAT)** or **any other format specified by Ministry of Electronics and Information Technology, Government of India.**
- The ACR must include:
 - Summary of findings categorized as Critical, Major, Minor
 - Screenshots, logs, and supporting evidence
 - Compliance matrix mapped to latest WCAG AA, GIGW, RPWD Act, and IS 17802 requirements

c. Interim Reports

Submit interim accessibility audit reports after each round of testing, including:

- Preliminary findings.
- Prioritized issues.
- Suggested remediation roadmap.

3. Reporting, Remediation Guidance & Re-Evaluation

a. Detailed Accessibility Audit Report

Provide comprehensive reporting with:

- Severity-based categorization (Critical, Major, Minor)
- Evidence (screenshots, test scenarios, tools used)
- Recommendations for remediation with references to latest WCAG, GIGW, RPWD, IS 17802 (Part 1 & 2).
- Compliance matrix clearly showing gaps and achieved criteria

b. Remediation Support & Post-Fix Verification

- Provide actionable remediation guidance and knowledge support
- Conduct re-evaluation audit after fixes are applied
- Validate that all resolved issues comply with required standards
- Update the report to reflect compliance status

c. Continuous Review and Revalidation Accessibility Audits

- The Supplier shall conduct thorough regression testing after the fixes are implemented for the issues identified in the previous findings till the submission of the first **Accessibility Conformance Report (ACR)**, including multiple iterations, if any.
- The Supplier shall then conduct **revalidation accessibility audits** after Modifications.
- Each repeat audit shall be followed by an **updated Accessibility Conformance Report (ACR)** for the additional changes, reflecting the revised compliance status against latest WCAG, GIGW, RPWD Act, and IS 17802 standards.
- The bidder must quote a fixed price on a Per Page basis for the corporate website and portals and Per Screen basis for the mobile application. Upon notification of Modifications by NICL, the successful bidder will be required to conduct a complete accessibility audit of the affected pages/screens. The quoted **per page price** will be the discovered rate and shall remain **fixed and valid** throughout the entire contract period, irrespective of the complexity of the content.
- Post IAAP certification till the STQC certificate is issued, any changes will be part of the primary scope.
- This process ensures that **accessibility compliance is continuously maintained** and not limited to a one-time audit engagement.

d. **Accessibility Compliance Certificate**

Issue final Accessibility Compliance Certificates, signed by an IAAP-certified Agency/Professional, after each - corporate website, portals, and mobile application listed in Annexure-E comply with latest WCAG Level AA, GIGW, RPWD Act, 2016, and IS 17802 (Parts 1 & 2).

4. **Extended Accessibility Context (to be observed and reported if relevant)**

The vendor shall highlight issues overlapping with accessibility, including:

- **Functional barriers:** non-operable interactive elements, inaccessible forms, improper focus handling.
- **Usability considerations:** Poor heading hierarchy, inconsistent navigation, small touch targets.
- **Content barriers:** Images of text without alt, auto play media, non-inclusive language.
- **Security-related barriers:** Inaccessible authentication methods (e.g., CAPTCHA without alternatives, inaccessible OTP or MFA flows, session timeouts not announced to assistive technologies).
- **Legal/policy visibility:** Inaccessible disclaimers, cookie banners, or consent forms.

5. **Methodology and Timelines of Audit**

The Accessibility Audit shall be conducted in phases to ensure timely completion and delivery of Accessibility Conformance Reports (ACRs). Each phase will also include regression testing/post-fix verification to validate remediation of identified issues till final STQC certification.

a) **NICL Corporate Website**

- Kick-off & Planning: Within 1 week from issuance of Purchase Order (PO).
- Initial Audit Execution (comprehensive assessment, automated + manual testing, assistive technology testing in UAT+ Production Environment): Within 1 week of providing necessary access to the Supplier.
- Audit Report & Interim Findings: After each cycle of remediation and regression testing.
- Final Accessibility Conformance Report (ACR) & Compliance Certificate in Production Environment: Within 1 week of remediation measures taken by NICL (No later than October 2025).

b) **NIMA Mobile Application (Android & iOS)**

- Audit Execution (including assistive technology testing): Weeks 1–6.
- Draft Audit Report & Interim Findings: By the end of Week 7.
- Final Accessibility Conformance Report (ACR) & Compliance Certificate: By the end of Week 11 (No later than November 2025).

c) **NICL Portals (as listed in Annexure-E)**

- Audit Execution (including assistive technology testing): Weeks 1–6.
- Draft Audit Report & Interim Findings: By the end of Week 7.
- Final Accessibility Conformance Report (ACR) & Compliance Certificate: By the end of Week 10 (No later than November 2025).

6. Knowledge Transfer & Training

The vendor shall ensure **capability-building for NICL teams** through:

- **Accessibility training sessions** for admin, developer and UI/UX designers.
- **Awareness workshops** on accessibility principles and inclusive design.
- **Knowledge transfer documents**, including accessibility checklists, remediation guides, and test scenarios.
- A **non-technical executive summary** report for leadership, highlighting:
 - Current compliance level.
 - Priority areas for remediation.
 - Roadmap for maintaining accessibility

Contract Period

The period of contract shall be **1 (one) year** from the date of appointment of the IAAP-certified Agency/Professional.

NICL reserves the right to **extend the contract for an additional period of 1 (one) year**, based on performance, mutual agreement, and requirements under optional items, at the discovered rates.

CONTENTS OF PARTICULARS OF PRE-QUALIFICATION CUM TECHNICAL BID

Annexure – A

Bidder's Particulars:

- a. NAME AND ADDRESS OF THE BIDDER:
- b. LOCATION OF CORPORATE / HEAD OFFICE OF BIDDER:
- c. DATE OF INCORPORATION:
- d. WHETHER ABLE TO COMPLETE AUDIT AND CERTIFICATION WITHIN THE TIME PERIOD SPECIFIED IN SECTION-III (SCOPE OF WORK) FROM DATE OF ISSUE OF PURCHASE ORDER FOR '**RFP No. NICL/IT/RFP/19/2025/ACCESSIBILITY_AUDIT**': YES/NO
- e. INCOME TAX PAN NUMBER:
(PLEASE ATTACH PHOTOCOPY OF LATEST TAX CLEARANCE CERTIFICATE)
- f. GST REGISTRATION NO.:
(PLEASE ATTACH GST REGISTRATION CERTIFICATE)
- g. NAME & ADDRESS OF THE CONTACT PERSON TO WHOM ALL THE REFERENCE SHALL BE MADE WITH
TEL. NO./ FAX/ E-MAIL:
- h. IS THE BIDDER **BLACKLISTED/DEBARRED/DENIED** BY ANY GOVERNMENT DEPARTMENT/PUBLIC
SECTOR UNDERTAKING AS ON DATE OF BID SUBMISSION?
IF YES, GIVE DETAILS:

SIGNATURE :

NAME :

DESIGNATION:

DATE :

SEAL OF THE COMPANY

Annexure-B

Profit/Net Worth in last 3 financial years (Whichever applicable)

Financial Years	Profit/Net Worth (in Rs. Lakhs)
2022-23	
2023-24	
2024-25	

Signature of Witness

Signature of Bidder

Dated:

Dated:

Place:

Place:

Seal

Note: The above data should relate only to the Company (Bidder) who has submitted the RFP. Data relating to sister companies, group companies, parent company, subsidiary companies shall not be considered. Above data should be supported by relevant Financial Statements (Audited).

Annexure-C

Work orders executed in last 3 financial years (2022-23, 2023-24 and 2024-25)

SI No	Name of the Client	Description of Accessibility Audit Services Executed	Year of work order	Amount (in Lakh)

Signature of Witness

Signature of Bidder

Dated:

Dated:

Place:

Place:

Seal

Annexure-D

CERTIFICATION & AREA OF CERTIFICATION

SI No	IAAP Certified Professionals on roll	Certification	Certifying Institute	Validity (Date)

Signature of Witness

Signature of Bidder

Dated:

Dated:

Place:

Place:

Seal

Annexure-E

DIGITAL PLATFORMS OF NICL

SI No	Application Name	URL	Remarks
Websites			
1	NICL Corporate Website	https://nationalinsurance.nic.co.in/	NICL Website
Portals			
2	External Portal	https://nicportal.nic.co.in/	For Customer, Surveyor, Intermediary, TPA, Hospitals, Employee
		https://niconline.co.in/	
Mobile Apps			
3	NIMA	Android: https://play.google.com/store/apps/details?id=com.nic.nima&pcampaignid=web_share	NIMA APP
		iOS: https://apps.apple.com/in/app/national-insurance-nima/id6459829006	

3.2 TECHNICAL BID LETTER

To,
National Insurance Company Limited.,
H.O. Address: Premises No.18-0374,
Plot No. CBD-81, New Town, Kolkata700156

Ref: RFP No. **NICL/IT/RFP/19/2025/ACCESSIBILITY_AUDIT**: for 'Accessibility Audit'. We declare:

1. That we are Certification Body(s)/Channel Partner(s) of
2. That we/our principals are equipped with adequate capability for providing the required services under the RFP and that our establishment is open for inspection by the representatives of the NICL.
3. We hereby offer to supply the 'Accessibility Audit' at the prices and rates mentioned in the Commercial Bid as per **Section – IV** of the RFP Document.
4. **Period of Certification Documentation:** We hereby undertake that, in the event of acceptance of our Bid, the supply of Accessibility Audit Services shall be carried out and delivered within the due date of engagement as stipulated in the RFP. We further confirm that we shall perform all incidental services related to the audit, including reporting, remediation guidance, validation of fixes, and submission of the final Accessibility Compliance Certificate/Report, within the agreed timelines.
5. **Terms of Certification Documentation:** The prices quoted are inclusive of all charges, for conducting Accessibility Audit Services of NICL's Corporate Website, Portals, and Mobile Application (Annexure-E), covering assessment, reporting, Accessibility Conformance Reports (ACR), remediation validation, and final compliance certification.
6. We enclose herewith the complete Technical Bid as required by you. This includes:
 - a) Technical Bid Letter
 - b) Technical Details of Accessibility Audit Services offered with Statement of Deviation from Schedule of Requirements
 - c) Statement of Deviation from General Terms and Conditions
 - d) Format of certification support model
 - e) Undertaking of Authenticity for 'Accessibility Audit Upgrade'
 - f) All brochures and documents of all the Items
7. We agree to abide by our offer until execution of the entire order or one year from the date of placement of purchase order whichever is later.
8. We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the '**Bidder**' and we do hereby

undertake to supply as per these terms and conditions. The deviations from the above terms and conditions from the Schedule of Requirements are only those mentioned in Statement of Deviation from Schedule of Requirements, Statement of Deviation from RFP Terms and Conditions.

9. Certified that we are:

A sole proprietorship firm and the person signing the RFP is the sole proprietor/
constituted attorney of the sole proprietorship

OR

A partnership firm and the person signing the RFP is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney.

OR

A company and the person signing the RFP is the constituted attorney.

(Note: Delete whatever is not applicable. All corrections/deletions should invariably be duly attested by the person authorized to sign the RFP documents.)

10. We do hereby undertake that; we will abide by all the Terms and Conditions as stipulated in the RFP.

11. We also undertake that until a formal contract is prepared and executed, this bids together with your written acceptance thereof and placement of Letter of Intent awarding the contract shall constitute a binding contract between us.

12. We further confirm the following:

- Rates quoted are the best possible and conform to those, if any, offered by us to any other organization.
- We hereby agree to maintain the quoted pricing and scope of engagement as per our proposal, until full execution of the order. However, if there is a downward revision in applicable taxes, duties, or any price-linked components relevant to the certification services, between the date of issuance of the Purchase Order and the date of actual Engagement of Services, the resulting financial benefit shall be passed on to National Insurance Company Limited (NICL).
- Further, if any updated guidance, version upgrade, corrigendum, or revision to Accessibility Audit standards or controls is formally released or adopted by the relevant authorities prior to the Engagement of Services, the Supplier shall implement the latest applicable version or guidelines (from the same Certifying Body or standard setting entity), **at no additional cost** to NICL.
- **Price Freeze and Version Cut-off for Certification Engagement:** The Supplier agrees that the prices quoted shall remain firm and unchanged for the entire duration of the engagement, from the date of issuance of the Purchase Order until the completion of final certification and submission of all audit deliverables, unless there is a statutory revision in taxes or duties that warrants reduction as per the clause above. In the event that a revised version of Accessibility Audit or any supplementary guidelines or corrigenda are released by the certifying authority **before the commencement of initial**

audit, the Supplier shall align the engagement and documentation accordingly, without any additional financial implication to NICL.

- That, in case any service orders are placed with the us, we shall be in a position to submit a certificate as under:

“We, the Bidder, confirm that we are duly authorized and/or empanelled by the Department of Empowerment of Persons with Disabilities (DEPwD), Ministry of Social Justice & Empowerment, Government of India and/or have IAAP-certified accessibility professionals on our team, to offer the proposed Accessibility Audit services in accordance with applicable guidelines and standards. We further undertake full responsibility and shall indemnify and hold harmless National Insurance Company Limited (NICL) from any legal action, claims, or damages arising due to infringement of intellectual property rights, including copyright, by any third party in relation to the tools, documentation, or methodologies used in the execution of the said certification services.”

- We have read, understood, and agree to accept all the terms and conditions of this RFP Document.

Dated this _____day of

Details of the Enclosures.

Signature of the Bidder Full Address:

Contact No. & Email:

Note: Any other relevant point deemed fit by the Bidder may be incorporated in the Bid Letter.

3.3 STATEMENT OF DEVIATIONS FROM GENERAL TERMS AND CONDITIONS

Dear Sir/Madam,

Following are the deviations from General Terms and Conditions. These deviations and variations are exhaustive. We confirm that except these deviations and variations all other General Terms and Conditions of the RFP are acceptable to us.

SI No	Section No.	Clause No.	Page No.	Statement of deviations and variations

Signature of Witness

Signature of Bidder

Dated :

Dated :

Place :

Place :

Seal

SECTION – IV

Contents of Particulars of Commercial Bid



National Insurance Company Limited Head Office, Address: Premises No.18 – 0374

Plot No.- CBD-81, New Town, Kolkata, 700156

4.1. PRICE SCHEDULE FOR 'ACCESSIBILITY AUDIT'

Tender RFP NO: NICL/IT/RFP/19/2025/ACCESSIBILITY_AUDIT for Accessibility Audit of the NICL's corporate website, portals, and mobile application listed in Annexure-E, in compliance with the latest WCAG (Level AA), GIGW, RPWD Act, 2016, IS 17802 (Parts 1 & 2), and other applicable Government of India guidelines.

Table A

Line items for Accessibility Audit in the current year:

Sl. No.	Unit Type / Scope	Audit Activity / Service	Estimated Quantity of Pages / Screens	Total Price (Exclusive of Taxes)	Tax Applicable (%)	Total Price (Inclusive of Taxes) in ₹
1	Corporate Website	Accessibility Audit from IAAP Certified Agency/Professional and Certification as per latest WCAG (Level AA), GIGW, RPWD Act, 2016, IS 17802 (Parts 1 & 2)- inclusive of initial audit & report, subsequent revalidation audits till STQC certification, final Accessibility Conformance Report (ACR), etc.	230			
2	Mobile Application (Android & iOS)		75			
3	Portals (as listed in Annexure-E)		120			
Total Price (in ₹)						

Note:

- The L1 price would be decided on the basis of 'Total Price' as given in Table A.
- The number of pages/screens might vary.

TABLE B**Price discovery of accessibility audit for Modifications post deliverance of ACR and STQC certification:**

Sl. No.	Unit Type / Scope	Audit Activity / Service	Total Price (Exclusive of Taxes)	Tax Applicable (%)	Total Price (Inclusive of Taxes) in ₹
1	Corporate Website and Portals (as listed in Annexure-E)	Accessibility Audit on Per Page basis for the corporate website and portals			
3	Mobile Application (Android & iOS)	Accessibility Audit on Per Screen basis for the mobile application			
Total Price (in ₹)					

Note: Minimum number of pages/screens will be based on mutual agreement.**TABLE C****Price discovery of Accessibility Conformance Report for the subsequent Year:**

Sl. No.	Unit Type / Scope	Audit Activity / Service	Estimated Quantity of Pages / Screens	Total Price (Exclusive of Taxes)	Tax Applicable (%)	Total Price (Inclusive of Taxes) in ₹
1	Corporate Website	Accessibility Audit from IAAP Certified Agency/Professional and Certification as per latest WCAG (Level AA), GIGW, RPWD Act, 2016, IS 17802 (Parts 1 & 2)- inclusive of initial audit & report, subsequent revalidation audits till STQC certification, final Accessibility Conformance Report (ACR), etc.	230			
2	Mobile Application (Android & iOS)		75			
3	Portals (as listed in Annexure-E)		120			
Total Price (in ₹)						

Price discovery of accessibility audit for Modifications post deliverance of ACR and STQC certification for the subsequent year:

Sl. No.	Unit Type / Scope	Audit Activity / Service	Total Price (Exclusive of Taxes)	Tax Applicable (%)	Total Price (Inclusive of Taxes) in ₹
1	Corporate Website and Portals (as listed in Annexure-E)	Accessibility Audit on Per Page basis for the corporate website and portals			
3	Mobile Application (Android & iOS)	Accessibility Audit on Per Screen basis for the mobile application			
Total Price (in ₹)					

Note: All prices shall be in Indian rupees.

- The price should be inclusive of audit charges, travel accommodation expenses of the auditor.
- The price should be exclusive of GST.
- Winning bidder should provide hardcopy of the price breakup given in Table A and Table B in the letterhead within 2 working days from declaration of L1 bid.
- NICL reserves its right for entering into separate contract for Year 2 after the end of the 1-year contract.

Signature of Witness

Signature of Bidder

Date :

Date :

Place:

Place:

Seal:

SECTION – V

- **Format of Contract**
- **Format of Performance Bank Guarantee**
- **Format of Conflict of Interest**
- **Format of Integrity Pact**



Trusted Since 1906

National Insurance Company Limited Head Office, Address: Premises No.18 – 0374

Plot No.- CBD-81, New Town, Kolkata, 700156

5.1. Format of Contract

FORMAT FOR CONTRACT BETWEEN SUPPLIER AND NATIONAL INSURANCE COMPANY LIMITED (NICL)

THIS Memorandum of Understanding/Agreement is made on this _____ day of _____, 202_ BETWEEN M/s. _____ and _____ carrying on business at (hereinafter referred to as “SUPPLIER” and shall include its heirs, successors or permitted assigns) of the First Part and NATIONAL INSURANCE COMPANY LIMITED, a Company registered under the Companies Act, 1956 having its registered Head Office at Address : Premises No.18-0374, Plot No. CBD-81, New Town, Kolkata 700156 (hereinafter referred to as “PURCHASER” and shall include its heirs, successors or permitted assigns) of the Second Part.

WHEREAS the Supplier engages, delivers and supports the Accessibility Audit services being party of the Second Part herein.

AND WHEREAS the Purchaser intends to engage the Supplier for the delivery of Accessibility Audit Services for its designated platforms, and has duly informed the Supplier of the scope, objectives, and intended outcomes of the certification engagement.

AND WHEREAS the Supplier has assured that the Accessibility Audit services they would provide shall be fit for the purposes of the Purchaser, and has been agreed to relieve the “PURCHASER” from the principle of “CAVEAT EMPTOR” being the Purchaser being a mere consumer of the Accessibility Audit Services. Hence, the Purchaser is entitled to rely on the Supplier for the fulfilment of the purposes of the audit engagement, including assessment, reporting, remediation guidance, and compliance certification.

AND WHEREAS the Purchaser invited RFPs from Suppliers for submitting bids for supply of ‘Accessibility Audit Services’ mentioned in the Purchaser’s Invitation to RFP containing broad terms and conditions for the purchase, provision of services, audit methodology, reporting requirements, implementation guidance, and compliance obligations to be fulfilled by the Supplier as detailed in the RFP documents.

AND WHEREAS the Supplier submitted a bid and bids were submitted by some other Suppliers / Channel Partners.

AND WHEREAS out of the several bids, when opened, the Purchaser found the price quoted by the Supplier for ‘Accessibility Audit’ to be the lowest of the submitted bids.

AND WHEREAS the Purchaser would place orders on the Supplier for purchasing ‘Accessibility Audit Services’ as mentioned in the RFP and in the Offer Papers on the terms, conditions and specifications mentioned therein and in the Purchase Order issued on 2025.

AND WHEREAS the parties herein intend to set out the terms and conditions for the purchase, provision, implementation guidance, post-certification support, and all matters related to ‘Accessibility Audit Services,’ and to define the mutual rights and obligations of the parties herein.

NOW THESE PRESENTS WITNESSETH and the parties herein agree as follows:

1. Scope:

The Invitation to RFP and the RFP/offer documents shall form part of and shall be deemed to have been incorporated in these presents but in case of any conflict between any term in the said documents and in these presents the term of these presents shall have overriding effect and the said two documents have to be read and shall have effect subject to these presents.

2. Definition:

To be reproduced from **SECTION – I and SECTION -II** of RFP.

3. The ‘Accessibility Audit:

(Please mention here the specifications offered and accepted)

4. Price:

- The supplier agrees to the price as mentioned in the Purchase Order given by NICL dated_____. It is agreed that the prices shall remain firm throughout the validity of the Contract. Any reduction in the contract price from the date of signing until the delivery of the Accessibility Audit and the Accessibility Conformance Report (ACR) at the destinations on account of reduction in duties, taxes and levies or for any other reason will be passed on to NICL.
- The Supplier agrees to maintain the methodology, tools, and scope of the Accessibility Audit until the execution of the entire order. However, if newer versions of accessibility testing tools, standards, or guidelines are released before the delivery of the Accessibility Audit and Accessibility Conformance Report (ACR), the Supplier shall ensure that the audit and ACR reflect the latest standards and tools, without any price implication.

5. Taxes and Duties:

Supplier will be entirely responsible for making the payments in respect of all taxes, stamp duties, fees, etc. in connection with Engagement of Services of ‘Accessibility Audit’ at site including taxes and levies to be charged in connection with local levies, transportation and incidental services required for the execution of the Accessibility Audit, including coordination with authorities as necessary. In case any waybill or road permit is to be obtained, the Supplier shall make necessary arrangements for obtaining / submitting the same and liaison with authorities as required. All applicable taxes, levies, duties and octroi, if any, payable at the place of Engagement of Services will be reimbursed by NICL subject to production of original receipt.

6. Contract Amendment:

No variation in the satisfaction of the terms of the Contract shall be made except by the written amendment agreed and signed by the parties.

7. Assignment:

To be reproduced from sub-section **1.24** of **SECTION – I** of RFP

8. Sub-Contract:

To be reproduced from sub-section **1.25** of **SECTION – I** of RFP

9. Delays in the Supplier Performance:

To be reproduced from sub-section **1.15** of **SECTION – I** of RFP

10. Corrective Action Assistance Post Deliverance of Accessibility Conformance Report:

If, following the delivery of the Accessibility Conformance Report (ACR) but prior to final STQC certification, the vendor's services are found to be deficient or the audited digital properties fail to meet the stipulated accessibility standards, the vendor shall rectify all defects, errors, or omissions at no additional cost.

During this rectification period, the Purchaser reserves the right to continue the live operation of its digital properties. Such continued use shall not constitute acceptance of the deficient work, nor shall it waive the Purchaser's right to demand full compliance as per the contract terms.

11. Termination for Defaults:

The Purchaser may, without prejudice to any other remedy for Breach of the Contract, by written notice of default to the Supplier, terminate the Contract in whole or in part:

- a) If the Supplier fails to deliver the Accessibility Audit and the Accessibility Conformance Report (ACR), or to render the related services within the time period(s) specified in the Contract, including any extensions of the audit or implementation support period granted by the Purchaser, or
- b) If the Supplier fails to perform any other obligations under the Contract.

12. Resolution of Disputes:

All disputes and/or differences in respect of which the Supplier and the Purchaser have not been able to amicably resolve through negotiations shall on the initiative of either party be referred to the adjudication by a Sole Arbitrator to be nominated by the General Manager, IT of NICL whose decision shall be final and the Arbitration proceedings shall be conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 with any statutory modifications thereof, if required.

Performance under these presents shall, if reasonably possible, continue during the arbitration proceedings and payment due to the Supplier by the Purchaser shall not be withheld, unless they are the subject matter of the arbitration proceedings.

13. Compliance with Terms and Conditions:

The Supplier will comply with all the Terms and Conditions given in RFP and RFP Offer.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day, month and year first above written.

14. Address for communication:

Any notice by one party to the other pursuant to the contract shall be sent by email/letter and confirmed in writing to the addresses specified below:

Purchaser address:

Chief Manager-IT

National Insurance Company Limited, Head Office, IT Department, Address:

Premises No.18-0374, Plot No. CBD-81, New Town, Kolkata-700156

Contact Person: D K Sahu

Contact No.: 8335080388

E-mail: dk.sahu@nic.co.in

Vendor address:

SIGNED SEALED AND DELIVERED FOR_(Vendor)

By the hands of Shri/Smt.

In presence of Shri/Smt.

In presence of Shri/Smt.

SIGNED SEALED AND DELIVERED FOR NICL

By the hands of Shri/Smt.

In presence of Shri/Smt.

In presence of Shri/Smt.

5.2 GENERAL FORMAT FOR PERFORMANCE BANK GUARANTEE (Service Assurance Bank Guarantee)

PERFORMANCE BANK GUARANTEE FOR PAYMENT (TO BE SUBMITTED IN NONJUDICIAL STAMP PAPER OF APPROPRIATE VALUE PURCHASED IN THE NAME OF THE ISSUING BANK)

To
National Insurance Company Ltd. Head Office
Premises No.18-0374, Plot No. CBD-81, New Town, Kolkata-700156

Dear Sirs,

In consideration of your having placed a Purchase Order for purchase of 'Accessibility Audit (with..... and your agreeing to pay the aforesaid Messer's

..... (hereinafter referred to as 'The Supplier' and shall

include his heirs, successors and permitted assigns) a sum of `..... (Rupees.....) as and by way of payment in terms of the Contract /

Supply Order / Purchase Order No. dated with you (hereinafter referred to as 'Contract') on your agreeing to furnish to you with our guarantee in the manner hereinafter contained, we

.....(Bankers Name) located at with registered office at

DO HEREBY COVENANT AND AGREE AS FOLLOWS:

1. We Bank Ltd. having our office located at do hereby undertake to indemnify National Insurance Company Limited or their heirs, successors or permitted assigns (hereinafter referred to as NICL) and keep indemnified to the extent of the sum of ` (Rupees) from and against all losses and damages that may be caused to NICL in relation to the payment to be made by NICL to the Supplier as aforesaid by reason of any default or defaults on the part of the Supplier in the timely delivery of the Accessibility Audit, the Accessibility Conformance Report (ACR), or in the proper performance of any of the services or obligations under this Contract, in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof and in the event of any default or defaults on the part of the Supplier as aforesaid we shall forthwith on demand and without demur pay to NICL any sum not exceeding in the total the said sum of ` (Rupees) as may be claimed by NICL to be due from the Supplier by way of refund of such payment or any portion or otherwise as NICL's losses and / or damages, costs charges or expenses incurred by reason of such default or defaults on the part of the Supplier as aforesaid.
2. Notwithstanding anything to the contrary, NICL's decision as to whether the Supplier has made any such default or defaults and the amount or amounts to which NICL is entitled by reasons thereof will be binding on us and we shall not be entitled to ask NICL to establish their claim or claims under this guarantee, but will pay the same forthwith on NICL's demand without any protest or demur.
3. This guarantee shall continue and hold good until it is released by NICL upon the Supplier's application after the completion of the Accessibility Audit and submission of the Accessibility Conformance Report (ACR) for the website, portals, and mobile application listed in Annexure-E, in accordance with the terms and conditions; provided always this guarantee shall in no event remain in force after the day of without prejudice to NICL's claim or claims arisen and demanded from or otherwise notified to us in writing on or before the seventh day after the said date of expiry of the guarantee which will be enforceable against us notwithstanding that the same is or not enforced after the said date.
4. Should it be necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this agreement till such time with the Supplier's consent on the request by NICL.
5. NICL will have the fullest liberty without affecting this guarantee, either to vary, or to modify and to revoke any of the terms and conditions of the said contract or to extend the time of performance of the Supplier or to postpone for any time or from time to time any of NICL's rights or powers against the Supplier and either to enforce or to forbear to enforce any of the terms and conditions of the said contract and we shall not be released from our liability under this guarantee by the exercise of NICL's liberty. With reference to matters aforesaid or by reason of any time being given to the Supplier, or any other forbearance, act or omission on NICL's part or any indulgence by NICL to the Supplier or by any variation or modification of the said contract or any other act, matter or things whatsoever, which under the law relating to sureties, would but for the provisions hereof, have the effect of so releasing us from our liability hereunder provided always nothing herein contained will enlarge our liability hereunder beyond the limit of ` (Rupees) as aforesaid or extend the period of the guarantee beyond the said day of unless expressly agreed to by us in writing.

6. This guarantee shall not in any way be affected by NICL's taking or varying or giving up any securities from the Supplier or any other person, firm or company on their behalf or by winding up, dissolution, insolvency or death as the case may be of the Supplier or his company/firm.
7. In order to give full effect to the guarantee herein contained, NICL shall be entitled to act as if we were your principal debtors in respect of all NICL's claims against the Supplier hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.
8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the Supplier from time to time arising out of or in relation to the said contract and in respect of which NICL's claim in writing is lodged on us on or before the seventh day after expiry of this guarantee.
9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been lodged / given / submitted when the same is posted.
10. This guarantee and the powers and provisions herein contained, are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees hereto before given to NICL by us and now existing un-cancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. This guarantee shall not be affected by any change in the constitution of the Supplier or us nor shall it be affected by any change in your constitution or by amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.
12. This guarantee shall come into force simultaneously with NICL's making the aforesaid payment to the Supplier and shall not be revoked by us whether before its coming into force or any time during its currency without NICL's prior consent in writing.
13. We further agree and undertake to pay to NICL the amount demanded by NICL in writing irrespective of any dispute or controversy between NICL and the Supplier.
14. Notwithstanding anything contained hereinabove our liability under this agreement is restricted to `..... Rupees) . Unless a written claim is lodged on us for payment under this guarantee within seven days of the date of expiry of this guarantee i.e. on or before all NICL's rights under this guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities there under, irrespective of whether or not the original guarantee is returned to us, discharged.
15. We have power to issue this guarantee in NICL's favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED ON THE DAY OF _____

FOR & ON BEHALF OF THE BANK LTD.
FOR & ON BEHALF OF (BANKER'S NAME)
Branch Manager (Banker's seal)
Address _____

P.S.: The amount referred to above will be as per the terms of payment specified.

5.3 INTEGRITY PACT

IEM Details: <https://nationalinsurance.nic.co.in/en/independent-externalmonitors-iems>

On non-judicial stamp paper

INTEGRITY PACT

Between

National Insurance Company Limited (NICL) hereinafter referred to as "The Principal" And
_____ hereinafter referred to as "The Bidder/ Contractor" Preamble

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

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

Section 1- Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process, treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidders could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offense under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2- Commitments of the Bidder(s)/ Contractor(s)

1. The Bidder(s)/ Contractors(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractors(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution:

a. The Bidder(s)/ Contractors(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/ Contractors(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/ Contractors(s) will not commit any offense under the relevant IPC/PC Act, further the Bidder(s)/ Contractor(s) will not use improperly any information or documentation provided by the Principal, including service plans, audit strategies, or business details, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/ Contractors(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.

e. The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, committed to or intended to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

2. The Bidder(s)/ Contractor(s) will not instigate third persons to commit offenses outlined above or be an accessory to such offenses.

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

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process.

Section 4 - Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5- Previous transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anticorruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes an incorrect statement on the subject, he can be disqualified from the tender process.

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

1. In case of Subcontracting (only, if allowed in writing by the Principal, refer **Section - 46**), the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The Principal will disqualify from the tender process, all Bidders who do not sign this Pact or violate its provisions.

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

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

Section 8- Independent External Monitor

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instruction by the representatives of the parties and performs his / her functions neutrally and independently. The Monitor would have access to all Contract documents,

whenever required. It will be obligatory for him / her to treat the information and documents of the Bidder(s)/ Contractor(s) as confidential. He/ she reports to the Chairman Cum Managing Director, NICL.

3. The Bidder(s)/Contractor(s), accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to the project documentation. The same is applicable to Subcontractors.

4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman Cum Managing Director, NICL and recuse himself / herself from that case.

5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will inform the Management of the Principal and request the Management to discontinue or take corrective action or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

7. The Monitor will submit a written report to the Chairman Cum Managing Director, NICL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and should the occasion arise, submit proposals for correcting problematic situations.

8. If the Monitor has reported to the Chairman Cum Managing Director, NICL, a substantiated suspicion of an offense under relevant IPC PC Act, and the Chairman Cum Managing Director, NICL has not within the reasonable time taken visible action to proceed against such offense or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

9. The word '**Monitor**' would include both singular and plural.

The Principal has appointed below independent external monitors for this program:

1. **Shri Animesh Chauhan**

Address: Flat No. 948, G Block, 6th Avenue, Gaur City 1, Sector 4, Greater Noida (West) Uttar Pradesh-201009

e-mail id: animeshchau@gmail.com

2. **Shri S Srinivasan**

Address: Flat No. D-5-107, Block No. 5, V-Floor, Kendriya Vihar, B.B. Road, (Bangalore-Bellary Road), Yelahanka, Bangalore-560064 Karnataka

e-mail id: s.srinivasan1980@gmail.com

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the Bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman Cum Managing Director of NICL.

Section 10- Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is Registered Office of the Principal, i.e. Kolkata.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original locations.
4. Issues like Warranty/ Guarantee etc. shall be outside the purview of IEMs.

Witness 1:
(Name & Address)
(For and on behalf of the Bidder/ Contractor)

(Office Seal)

Witness 2:
(Name & Address)

Place:

Date:

Witness 1:
(Name & Address)
(For and on behalf of the Principal)

(Office Seal)

Witness 2:
(Name & Address)

BID SECURITY FORMAT (EMD): (In case of EMD in form of BG)

To perform an end-to-end accessibility audit and certification process for the digital properties listed in Annexure-E. The service, to be delivered by an IAAP-certified Agency/Professional, must include the initial audit, expert guidance for remediation, revalidation of all fixes, preparation of the final Accessibility Conformance Report (ACR), and complete facilitation to achieve the final compliance certification.

(To be given by the bank in appropriate stamp paper)

Whereas (Hereinafter called the 'Bidder') has submitted its bid datedfor the provision of initial audit, expert guidance for remediation, revalidation of all fixes, preparation of the final Accessibility Conformance Report (ACR), and complete facilitation to achieve the final compliance certification in website, portals, and mobile application listed in Annexure-E (hereinafter called the 'Bid').

KNOW ALL MEN by these presents that WE of having our registered office at (hereinafter called "the Bank") are bound unto the National Insurance Company Limited having registered office at Premises No.18-0374, Plot No. CBD-81, New Town, Kolkata-700156 (hereinafter called "the Purchaser") in the sum of Rs. 25,000/- (Rupees Twenty Five Thousand only) for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by Day of 2025.

The conditions of the obligations are:

If the Bidder, having its Bid during the period of bid validity specified by the Bidder on the Bid Form or if the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity.

a. Withdraws his bid at any time before the LOI or Purchase Order or Advice for execution is issued against the RFP.

OR

b. Fails or refuses to execute the work after having been identified L1 before or after LOI/Purchase Order/Advice for execution is issued.

OR

c. Fails or refuses to furnish the Performance Guarantee of 3% of the Contract Value.

OR

d. Fails or refuses to execute the Contract

OR

e. Fails or refuses to execute the work as per the Contract.

OR

f. Services rendered were not in compliance with agreed scope of certification support or the Certification Body raised non-closure of NCs.

OR

g. Fails to execute the work within time schedule as per RFP.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or more of the above conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to one year from the date of submission of the RFP, and any demand in respect thereof should reach the Bank not later than the above date.

(Authorized Signatory of the Bank)

Sample Format of absence of Conflict of Interest to be submitted by Bidder in their Official Letterhead

To
NATIONAL INSURANCE COMPANY LIMITED
Head Office: Premises No.18-0374, Plot No. CBD-81, New Town, Kolkata-700156 Dear Sir,
Sub.: **NICL/IT/RFP/19/2025/ACCESSIBILITY_AUDIT**

Re: Declaration regarding Conflict of Interest (COI) in Public Procurement

We, hereby declare that the participation by our bidding firm or any of our affiliates that are neither involved in the consultancy contract to which this procurement is linked; nor we are part of more than one bid in the procurement; nor our bidding firm or our organization personnel have relationships or financial or business transactions with any official of Procuring Entity i.e. M/s National Insurance Company Limited who are directly or indirectly related to the tender or execution process of contract; nor have access to information to gain unfair advantage in the procurement process. We declare that our bidding firm’s participation in this service procurement for Accessibility Audit Services does not involve hardware supply or related conflicts. We also confirm that:

We, or our constituent do not have common controlling shareholding or other ownership interest Any constituent of us.....is not a constituent of another Bidder.

We, do not have the same legal representation with any other Bidder for the purpose of the bid.

We, do not have any relationship with any other Bidder that puts us in a position to allow access to each other’s information or to influence the bid of any other Bidder.

We,have not participated in preparation of any document, design or technical specification for the project.

Signature of Bidder
Date:
Place:

Seal

Confidentiality and Non-Disclosure

1. Definition of Confidential Information: “Confidential Information’ shall include, but not be limited to, all audit reports, Accessibility Audit and Accessibility Conformance Report (ACR) data, processes, assessment methodologies, security or technical designs, risk registers, and any technical, commercial, or operational information exchanged or accessed in the course of the Accessibility Audit engagement.”
2. Obligations of Confidentiality: Each Party, acting as the Receiving Party, undertakes that it shall:
 - Maintain the confidentiality of all Confidential Information disclosed by the Disclosing Party, during the term of this engagement and for a period of ten (10) years following its termination;
 - Use such Confidential Information solely for the purpose of performing its obligations or exercising its rights under this engagement, and not for personal gain or that of any third party;
 - Restrict disclosure of Confidential Information to its directors, officers, employees, professional advisors, or group companies, only on a need-to-know basis for the performance of contractual obligations;
 - Ensure that all such recipients are subject to confidentiality obligations no less stringent than those stated herein and shall remain liable for any unauthorized disclosure made by them.
3. Return or Destruction of Confidential Information: Upon written request of the Disclosing Party, the Receiving Party shall promptly destroy, erase, or return all Confidential Information, unless retention is required by Applicable Law or for purposes of enforcing rights or obligations under this engagement.
4. Exclusions from Confidentiality: The obligations under this section shall not apply to any information that the Receiving Party can demonstrate:
 - Is or becomes public knowledge other than through a breach of this agreement;
 - Was lawfully in the possession of the Receiving Party prior to its disclosure by the Disclosing Party;
 - Is lawfully obtained from a third party with no obligation of confidentiality; or
 - Is independently developed without reference to the Confidential Information of the Disclosing Party.
5. Disclosure Required by Law or Authority: In cases where the Receiving Party is legally compelled to disclose Confidential Information:
 - It shall, to the extent permitted by law, provide prior written notice to the Disclosing Party to allow reasonable opportunity for the Disclosing Party to seek protective measures;
 - It shall use reasonable efforts to obtain written assurances from the recipient authority regarding the continued confidentiality of such information.
6. Compliance with DPDP Act, 2023: The Supplier agrees to comply with the provisions of the Digital Personal Data Protection Act, 2023 (CG-DL-E-12082023-248045) and all subsequent rules, notifications, or guidelines issued thereunder, for any data collected, processed, or accessed during the course of Accessibility Audit Services.
7. NICL-Specific Security Protocols:
 - The Supplier shall not publish, disclose, or reuse in any form, without NICL’s prior written consent, any information related to NICL’s security architecture, safeguards, or existing ISMS environments.
 - Any use of NICL’s name, logo, or reference to this engagement in the Supplier’s marketing or communication material shall be strictly prohibited without prior explicit written approval from NICL.

8. Special Conditions for Government Demands:

In the event that any Indian Government authority seeks disclosure of NICL's data:

- The Supplier shall first obtain formal concurrence from NICL before any disclosure is made;
- The Supplier shall resist any illegitimate or informal demands for disclosure that are not permitted under Indian law or regulatory framework.

Conflict of Interest and Eligibility Restriction

The Bidder shall submit a declaration that neither it nor its associated entities, subcontractors, or affiliates have been engaged by NICL or its IT Department as consultants or advisors for preparation, vetting, or strategy formulation of this RFP. Any such engagement shall be deemed a conflict of interest, and such Bidder shall be debarred from participation.

A mandatory declaration must be submitted in the format provided in Annexure – Conflict of Interest Declaration.

-/- To,
The Chief Manager (IT)
National Insurance Company Limited Head Office,
New Town, Kolkata-700156

Subject: Declaration on Conflict of Interest

Sir,

We hereby declare that neither we, nor any of our affiliates, sub-contractors or associated entities, have participated in the drafting, consultancy, strategy development, or advisory roles in the preparation of the RFP for Accessibility Audit.

We further confirm that:

We have not rendered services to NICL that would constitute a conflict under applicable rules.

We understand that failure to disclose such conflict shall result in disqualification from the bidding process.

Authorized Signatory:

Name:

Designation:

Company Seal:

Date:

Place:

**** End of Document ****