REQUEST FOR PROPOSAL

For

Digital Marketing

Issue Date	**: 28-May-2018**
Last Date for submission of proposal	**: 06-Jun-2018**

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1.0 INTRODUCTION AND SCOPE

Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited ("Company") is carrying on life insurance business in India. As part of supporting its Sales & Marketing, the Company is looking to engage service providers for significant Digital Marketing
for which this RFP is being issued.

1.1 Purpose

The purpose of this RFP is to inform potential Bidders of a business opportunity and to solicit proposals for Digital Marketing as per requirements of the Company. Based upon the review and evaluation of proposals offered in response to this RFP, Company may at its sole discretion negotiate and enter into contracts with one or more successful Bidders. As such there will be no volume commitment for the services to be delivered under this RFP by the shortlisted bidder.

Notwithstanding any other provision herein, Bidder participation in this process is voluntary and at Bidder's sole discretion. Company reserves the right to accept or reject any or all bids from a specific or multiple Bidders for any reason at any time. Company also reserves the right at its sole discretion to select or reject any or all Bidder(s) in this process and will not be responsible for any direct or indirect costs incurred by the Bidders in this process.

1.2 Request for Proposal Definitions

Throughout this Request for Proposal, the following definitions are used:

- "Bidder" means a company incorporated under the Companies Act 1956,or a partnership firm (or such other entities or body of individuals/association) that submits, or intends to submit, a proposal in response to this "Request for Proposal";

- "Service Provider" means the Bidder(s) awarded a Contract resulting from this RFP;

- "Contract" means the agreement formed between the Company and the successful bidder as evidenced by an Agreement issued to the Company;

- "Contract Documents" means the Agreement, the Bidders proposal document, the RFP and such other documents as listed in the Agreement, including all amendments or addenda agreed between the parties;

- "Must", "mandatory" or "required" means an absolute minimum function or capacity, which, if not satisfied in the proposal, may result in disqualification in the final evaluation;

- "RFP" means this request for proposal including any amendments, attachments, and/or clarifications pertaining to this RFP that may be issued prior to the closing date; and,

- "Should", "may" or "is desirable" means desirable but not mandatory functions or capacities. Bidders who are able to provide these functions or capacities may be evaluated more favorably than those who cannot. However the final decision shall rest with the company.

2.0 Terms of the RFP

2.1 Acknowledgement

Company is releasing this RFP for Digital Marketing online on its website (www.canarahsbclife.com) with the sole aim of making the process free, fair & transparent and user friendly.

The Bid (as per formats) duly sealed and super scribed **"Response to RFP – Digital Marketing "** should be addressed to **Shaikh Qutubuddin, Canara HSBC Oriental Bank of Commerce Life Insurance Company Ltd, 2nd Floor, Orchid Business Park, Sector-48, Sohna Road, Gurgaon - 122018, Haryana (INDIA)**.

Please note that the Technical and Commercial bid has to be in separate sealed envelopes duly marked as **Technical Bid and Commercial Bid** respectively. Company is not responsible for non-receipt of quotations by the specified date and time due to any reason including holidays. All questions / clarifications should be communicated only on email id **anunay.garg@canarahsbclife.in** marking a copy to **shaikh.qutub@canarahsbclife.in** and **procurement@canarahsbclife.in.** Quotations received after the stipulated time or the Due date or incomplete in any respect are liable to be rejected without any prior notice.

Kindly note below the complete details of our organization

Name	-	Canara HSBC Oriental Bank of Commerce Life Insurance Co. Ltd.
Regd. off. address	-	208, 2nd Floor, Kanchenjunga Building, 18 Barakhamba Road New Delhi - 110001
Corporate Identity no.	-	U66010DL2007PLC248825
Telephone no.	-	+91 0124 4535500
Fax no.	-	+91 0124 4535999
E-mail	-	customerservice@canarahsbclife.in
Website address	-	www.canarahsbclife.com

2.2 Proposal Deadlines

Pre-bid meeting: A pre-bid meeting to give any clarifications will be held at the Company's office on **01-Jun-18 (11 AM- 11.45 AM**). Bidders are welcome to attend the meeting at our **Gurgaon** office and ask their questions in an open forum at the appointed time and venue. Preferably Bidders should send all their queries/clarifications 2 days in advance and confirm participation on pre bid meeting 1 day in advance. All queries and their answers will be put on the Company's website and will be part of this bid document.

Bid Submission: Company must receive duly completed and signed proposals in the manner prescribed no later than **06-Jun-18**.

2.3 Company's Obligations

The submission and receipt of proposals does not obligate the Company in any way to commit to any Bidder(s). The Company shall not be liable for any costs incurred by Bidders in the preparation, presentation

or any other aspect of the proposals received by reason of this request, nor is Company obligated to negotiate separately with any sources whatsoever in any manner necessary to serve Bidder's best interests. Company makes no representation, implied or express, that it will accept and approve any proposal submitted. Any and all Contracts which result from this RFP shall be non-exclusive, non-commitment, as-ordered agreements. Company shall not have any liability to bidders for any interruption or delay in access to the website to obtain the RFP document/details irrespective of the cause. Company will also not be responsible for any damages, including damages that result from, but are not limited to negligence. Also Company will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

2.4 Proposal Evaluation

Proposals submitted may be reviewed and evaluated by any person at the discretion of Company's internal evaluation team, including non-allied and independent consultants retained by Company now or in the future for the sole purpose of obtaining evaluations to proposals.

The Company may, at its sole discretion, negotiate and enter into contracts with one or more successful Bidders for the said services.

Bidders may be asked to further explain or clarify areas of their proposal in writing during the evaluation process.

The evaluation will be done in two stages:-

Stage 1: - Stage 1 consists of two parts as follows:

i) Technical Evaluation - Technical evaluation for the proposed solution via documentation provided. Post technical evaluation, only shortlisted bidders may be called for detailed presentation.

ii) Presentation – Detailed Presentation from the services (presentation should include case studies, work samples, company credentials, competition benchmarking, proposed service solution, proposed methodology etc.).

Stage 2: - Commercial evaluation of the bid - Technically shortlisted bidders (Stage-1) will be consider on the commercial evaluation.

The only information regarding status of the evaluation of proposals that the team will give to any inquiring Bidder shall be whether or not that Bidder has been awarded a Contract. The Company may, at its sole discretion, inform any inquiring Bidder of the reason(s) why it was not awarded the bid.

The Company reserves the right to conduct a reverse e-auction after the completion of the RFP process, the schedule of which will be intimated later to all the pre-qualified bidders. All Bidders must confirm if they are willing to participate in the reverse auction and if they have necessary digital signatures required for the purpose.

2.5 RFP Terms and Conditions Applied to Final Contract

The terms and conditions of the RFP, including the specifications and the completed proposal, will become, at

Company's sole discretion, part of the final Contract (the "Contract") between Company and the selected Bidder. In the event that responses to the terms and conditions will materially impair a Bidder's ability to respond to the RFP, Bidder should notify Company in writing of the impairment. If Bidder fails to object to any condition incorporated herein, it shall mean that Bidder agrees with, and will comply with the conditions set forth herein.

Any exceptions to the terms and conditions or any additions, which Bidder may wish to include in the RFP, should be made in writing and included in the form of an attachment to the applicable Section in the RFP.

2.6 Terms Binding on Bidder

Following the date for submission of proposals, and prior to Contract award, the RFP shall be binding upon Bidder in all respects for a period of 180 days.

2.7 Hold Harmless

In submitting a proposal, Bidder understands that Company will determine at its sole discretion which proposal, if any, is accepted. Bidder waives any right to claim damages of any nature whatsoever based on the selection process, final selection, and any communications associated with the selection.

Company reserves the right to award the Contract to the Bidder(s) whose proposal is deemed to be the most advantageous in meeting the specifications of the RFP. In addition, Company reserves the right to add or waive any requirements contained in this RFP at its sole discretion with regard to proposals submitted. Company's decision on award of Contract shall be final and binding on all the Bidders.

Company shall be at liberty to cancel the RFP / reverse auction process at any time, before ordering, without assigning any reason.

2.8 Confidentiality Provision

The terms of this RFP, the information provided by the Company herein and all other information provided by Bidder in connection with the services offered to be provided by the Bidder pursuant to this RFP, are to be treated by Bidder as strictly confidential and proprietary. Such materials are to be used solely for the purpose of responding to this request. Access shall not be granted to third parties except upon prior consent of Company and upon the written agreement of the intended recipient to treat the same as confidential. Company may request at any time that any of Company's material be returned or destroyed.

Should Bidder choose not to respond to this RFP, please return all materials and any duplicates thereof at:

Title: RFP for "Digital Marketing "
Kind Attn: Shaikh Qutubuddin
Canara HSBC Oriental Bank of Commerce Life Insurance Company Ltd.
2nd Floor, Orchid Business Park,
Sector-48, Gurgaon
Haryana (INDIA) 122018

2.9 Sub-Contracting

The services offered to be undertaken in response to this RFP shall be undertaken to be provided by the Bidder directly employing their employees, and there shall not be any sub-contracting, franchisee, contract to hire, consultant etc. arrangement done by the Bidder. The deputed person should be only on bidder rolls.

2.10 Acceptance of Proposals

Company reserves the right to modify the terms of the RFP at any time at its sole discretion and the same will be uploaded on the website http://www.canarahsbclife.com. The bidders have to remain updated about the same from the website and Company will not be responsible for such information not being downloaded by the bidder. Subsequent to the submission of proposals, interviews and negotiations may be conducted with one or more Bidders, but there will be no obligation to receive further information, whether written or oral, from any Bidder not to disclose the nature of any proposal received.

This RFP should not be construed as an agreement to purchase products or services. Company is not bound to accept the lowest price or any proposal of those submitted. Proposals will be assessed in accordance with the evaluation criteria.

a) The bidder is required to voluntarily disclose at the time of bidding if any of its sister concerns/group companies/relatives are directly or indirectly participating in this RFP.

b) All quotes to be supported by Copy of Pan Card, Certificate of incorporation, GST registration detail and address proof.

c) Company reserves the right to terminate the Agreement/ Contract in case Service Provider gets blacklisted by any other organization/Department of Government of India or State Governments during the course of supply of material or services, if Service Provider is convicted in a legal/tax evasion case or on account of any other legal misconduct of the Service Provider, unsatisfactory past performance, corrupt or fraudulent practices, any other unethical business practices.

d) The bidder shall disclose if any of the bidder(s) are sister concerns/group companies/associates/affiliate entities or any of such entities employees/directors/shareholders are applying for this RFP/RFP process. Further the Service Provider shall disclose if any of its sister concerns/group companies/associates/affiliate entities or any of such entities employees/directors/shareholders are related to the Company and/or to its employees/directors/shareholders.

e) Please submit the flowing document along with proposal.

Vendor Registration form. Duly filled Service Provider profile form along with the document mentioned above in point no. b

The bidder is required to voluntarily disclose at the time of bidding if any of its sister concerns/group companies/relatives are directly or indirectly participating in this RFP.

Duly filled Non-Disclosure Agreement to be printed on non judicial stamp paper of Rs 100/- and signed. Same should be part of the response document.

2.11 Evaluation and Selection

A committee will evaluate proposals against the mandatory criteria as detailed herein. Proposals meeting all the mandatory criteria will then be assessed and scored against the evaluation criteria. Company's decision on evaluation shall be final and binding on all the bidders. Bidders who qualify the evaluation criteria will be

empanelled for services. Commercial bids will be asked from the qualifying bidders post technical evaluation. Any deviations from the skill set / experience / prerequisites/ requirements and/or the terms and conditions of the Tender Document shall be submitted explicitly along with convincing reasons in the format attached (refer Clause 5.1). Company will not provide any justification in case it rejects the deviation and Company reserves all rights to reject or accept any deviation.

In case the Bidder intends to notify any grievance or concerns pertaining to the fairness of the complete process including but not limiting to bid submission or selection of Service Provider then the Bidder may send an e-mail at **whistleblower@canarahsbclife** giving requisite details for seeking any clarification.

2.12 Liability for Errors

While Company has used considerable efforts to ensure an accurate representation of all the details as is required for the proposed services, the information contained in this RFP is supplied only as a guideline for Bidders. The information is not guaranteed or warranted accurate by Company, nor is it necessarily comprehensive or exhaustive.. In the event Company finds that the objectives of the intended outsourcing is better achieved by processes/procedures other than those mentioned in this document, Company shall have the right irrespective of the fact whether it has already received proposals from intending bidders or not, to effect such changes and enter into negotiations with one or more Bidders at its sole discretion for such changed/modified processes.

2.13 Acceptance of Terms

All the terms and conditions of this RFP shall be deemed to be accepted by the Bidder and incorporated in its proposal unless specifically notified otherwise.

2.14 Ownership of Proposals

All documentation, including proposals, submitted to Company will become the property of Company.

2.15 Use of Request for Proposal

This document or any portion thereof, is the property of Company and may not be used or copied for any purpose other than the submission of the Bidder's proposal.

2.16 RFP Schedule

- Company advertises RFP on its website **28-May-18**
- All inquiries/clarifications regarding RFP **01-Jun-18**
- Pre-Bid Meeting **01-Jun-18** (11 AM)
- Bidders' deadline for submitting responses to RFP **06-Jun-18**
- Company informs final selection to bidders **TBD**

2.17 Delay in performance of the obligations by the Bidder

The short listed Bidder(s) must strictly adhere to the schedule, specified in the agreement to be executed between the Company and the Bidder(s) for performance of the obligations arising out of the agreement and

any delay will enable Company to resort to any or both of the following:

i. Time and date stipulated for completion of work is the essence of the contract.

ii. If any part of the contract is not satisfactorily remedied within reasonable time, Company may proceed to do the work at Bidder's risk and expenses without prejudice to any other contractual rights, which Company may have against Bidder in respect of any such non performance.

3.0 Proposal Preparation

This section defines the proposal preparation and submission procedures, which are to be followed by all Bidders. Bidders are cautioned to carefully read and follow the procedures required by this RFP. Please note that deviations may be cause for rejection of your proposal.

3.1 Proposal Format

The Bid (attached formats) duly sealed and super scribed "**RFP Response – Digital Marketing**" for Company should be addressed to **Shaikh Qutubuddin** , **Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited**, **2nd Floor, Orchid Business Park, Sector-48, Sohna Road, Gurgaon - 122018, Haryana (INDIA)**.

Please note that the Technical and Commercial bid has to be in separate sealed envelopes duly marked as **Technical Bid and Commercial Bid** respectively. Company is not responsible for non-receipt of quotations by the specified date and time due to any reason including holidays. All questions / clarifications should be communicated **only** on email id **anunay.garg@canarahsbclife.in** marking copy to **procurement@canarahsbclife.in**, & **shaikh.qutub@canarahsbclife.in.** Proposals received after the stipulated time of the Due date or incomplete in any respect are liable to be rejected. As part of the Bid documents, the Bidder shall provide among other details, the following information and shall also adhere to the instructions mentioned below:

a) Bidder's name and address, Bidder's telephone number, email address and a contact person.

b) One page letter of introduction identifying the Bidder and signed by the person or persons authorised to sign and bind the Bidder to statements made in the proposal. The returned RFP will be referenced as an attachment if/when a contractual agreement is executed. This document has to be uploaded and mapped with this corresponding schedule.

c) Please follow the format of this RFP, placing answers in the text box immediately after sections requiring responses. Please do not enter any information into any part of this document other than the boxes provided. The boxes will expand to accommodate responses of any length.

d) NO CHANGES TO THE LINES, FORMAT OR STRUCTURE OF ANY SPREADSHEETS IS PERMITTED. CHANGING THE SPREADSHEETS IN ANY WAY, OTHER THAN INSERTING THE REQUIRED INFORMATION, SHALL BE

CONSIDERED CAUSE FOR YOUR COMPANY'S DISQUALIFICATION FROM FURTHER ANALYSIS AND PARTICIPATION IN THE RFP PROCESS.

e) Any additional information, brochures, etc., can be provided at the discretion of the Bidder and should be clearly labelled and uploaded.

f) Bidders are requested to submit the draft agreement copy along with the RFP response.

3.2 Notification of Changes

All recipients of this RFP will be notified of any changes if any made to this document prior to the due date of submission of proposals.

3.3 Changes to Proposed Wording

The Bidder will not be permitted to change the wording of its proposal after submission to Company. No words or comments will be added to the general conditions or detailed specifications unless requested by Company for the purposes of clarification.

3.4 Bidder's Expenses

Bidders are solely responsible for their own expenses in preparing and submitting a proposal to Company, if any.

3.5 Completeness of Proposal

By submission of a proposal, the Bidder warrants that all components required to manage the program have been identified in the proposal or will be provided by the Company at no charge.

3.6 Sub Contracting

The services offered to be undertaken in response to this RFP shall be undertaken to be provided by the Bidder directly employing their employees, and there shall be no sub-contracting done by the Bidder.

4.0 Scope

Detailed scope shall be as per Annexure-I.

4.1 Business Continuity:

The Service provider shall mandatorily have a Business Continuity strategy in place.

The same will be taken into consideration as part of the Technical Evaluation.

4.2 Information Security:

Information security requirements shall be put in place by the service provider to ensure protection of confidential information of the Company and its policyholders from intentional / inadvertent disclosures to the unauthorized persons.

The Service Provider shall provide details of their Information Security and the same will taken into consideration as part of the Technical Evaluation.

The Service Provider shall be required to comply with information security directives/changes issued by the Company from time to time.

4.3 Fraud:

The Service Provider shall provide details of their Anti-Fraud controls and the same will taken into consideration as part of the Technical Evaluation.

4.4 Criteria

The purpose of this section is for Bidders to provide information to demonstrate to Company that its services offering satisfy Company's requirements.

The bidder should also demonstrate that it has the financial and organizational infrastructure to fulfil the fundamental requirements set out in this RFP. Bidders not meeting them or not demonstrating that they do meet them may not receive further consideration during the evaluation process.

4.5 Minimum Eligibility Criteria

Bidder is expected to provide response specifically to minimum eligibility criteria‟s and support the same with necessary documentation, wherever applicable.

a) Bidder should be a Company incorporated under the Companies Act. 1956.
b) Bidders must have a valid GST Number & PF Establishment Code issued by the PF Commissioner and other applicable licenses and certificates.

The Bidding organizations must comply with the above mentioned criteria. Non compliance of any of the criteria will entail summary rejection of the offer.

Wherever applicable photocopies of relevant documents / certificates must be submitted as proof in support of the claims made for each of the above mentioned criteria. Company reserves the right to verify / evaluate the claims made by the Bidding Organizations independently.

4.6 Pricing Model

The prices have to be submitted in sealed envelopes as per the format given in **Annexure III.**

5.0 Intent

Please find attached the detail scope of activities proposed to be outsourced, as per Company's current understanding of the processes.

5.1 Deviation Sheet

Deviations from Technical Specifications and Terms and Conditions of the Tender

Sl No	RFP Document Clause	Technical Specification or Terms and Condition in the RFP document	Deviation offered	Reasons and whether deviation adds to the operational efficiency in case of the systems
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Note:

Deviations from any of the terms and conditions of the tender document should be specified

If any deviations from the technical specifications are warranted, reasons for such variations should be specified and if such deviations/ variations add to improvement of the overall performance of the systems, those should be specifically mentioned and supported by relevant technical documentation as specified above.

5.2 Compliance

If there is any deviation reported in managing IT Software & Hardware inventory, 100% software or hardware cost would be charge from the monthly payment.

5.3 Contract

The Contract / Agreement to be signed with the selected bidder(s) shall be as per the format of the Company.

Annexure-I

Scope of Work

Activities to be performed as Digital Marketers – (i) Search Engine Marketing (SEM), (ii) Search Engine Optimization (SEO) (iii) Internet and Mobile Banner Advertising, (iv) Social Media Advertising (v) Other Digital Media Services including emailers.

1. **SEM Services:** Shall broadly include but not limited to the following:
   a) Search Engine Advertising and Marketing campaign on search engines Google, Yahoo!, Bing and any other platforms as may be informed by the Company in writing from time to time. Service Provider shall do the preliminary research for devising SEM strategy for Company's products and /or services as per requirements shared by the Company.
   b) Structuring and setting up of accounts, based on information on product/ services feature and Unique Selling Proposition, target audience, provided by the Company. Service Provider shall prepare the Creative – concept, lay-out, content of Landing Page, Image Ads, text-ad etc. in consultation with the Company. All creatives shall require approval from the Company in writing before being uploaded / going live.
   c) Analysis of campaign to provide consumer insights;
   d) Reporting: Reports shall be sent to the Company as would be detailed in the format agreed between the parties, for monitoring of campaign performance.

2. **SEO Services:** Services shall broadly include but not limited to the following:
   a) Audit of current SEO practices;
   b) Research keyword and traffic opportunity and develop optimization plan;
   c) Identify key bottlenecks;
   d) Provide strategic and procedural guidance to improve the overall search rankings of Company's Website pages as specified;
   e) Implementation of optimization plan on 'ongoing basis'.

3. **Internet & Mobile Banner Advertising:** These advertising services shall broadly include but not limited to the following:
   a) Researching on Sites suitable for Advertising of Company's products / services;
   b) Developing Media Plan for advertising as communicated by the Company;
   c) Finalizing on the media rates and issue Release Orders to the Publishers;
   d) Developing/Adapting banners in various sizes and formats, Text Links required for running the campaign across different web and mobile sites as finalized in the media plan;
   e) Developing Landing Pages required for the purpose of the campaign.

4. **Social Media Advertising:** Social media services shall broadly include but not limited to the following:
   a) Running paid ads basis the required target on face book and other social channels, which ever required.
   b) The ad formats may vary as per the requirement.

5. **Other Digital Media Services:** Other digital media services shall broadly include but not limited to the following:
   a) Emailer campaigns
   b) Analytics account set up for tracking and managing campaigns
   c) **Fees for creation of banners, Content Development and Provisioning Services**.
   d) Developing Landing Pages required for the purpose of the campaign

Annexure – II (Technical Bid)

EVALUATION INPUTS

Please attach related documents to support input

I	**Targeting**	**Bidder's Input**
1	Flexibility to provide location based targeting. Please Specify the locations	
2	Do you provide age based targeting	
3	Do you provide gender based targeting	
II	**Capacity to undertake business**	
1	Will you provide an account manager	
2	No. of employees	
3	Office location	
4	How many companies have you worked with in BFSI space	
5	How many companies have you worked with in Life Insurance space	
6	Please confirm if there was any termination of contract during last 3 years and provide reason for the same.	
7	Please confirm what tools do you use to track/measure campaign performance?	
8	What is the metrics that you use to track the data?	
9	Do you have a creative team who can help in creative adaptations?	

Annexure – III (Commercial Bid)

Company Name :
Contact Person :
Email ID :
Contact No :

Sr No	Element	UOM	Amount
1	**Search Engine Marketing (SEM)**	Percentage of Actual spends	
2	**Fees for SEO Services (for product microsite/landing pages)**		
a	Onsite technical review, benchmarking & Audit	Per month	
b	On-Page & Off page Optimisation (every month)	Per month	
c	Content	Per Word	
d	Quality Directory Submissions & Paid Links		
3	**Internet & Mobile Banner Advertising**	Percentage of Actual spends	
4	**Social Media Advertising**		
a	Average rate for channels other than Facebook, Linkedin, Instagram	CPM	
b	Facebook	CPM	
c	Linked In	CPM	
d	Instagram	CPM	
5	**Other Digital Media Services**		
a	Emailer	CPM	
b	Fees for Analytics account set up for tracking and managing campaigns		
c	Fees for Developing Landing Pages required for the purpose of the campaign		
i	Conceptualization, content, design, html	Per Page	
ii	Adaptation of the page ((Design, content, html in the master template)	Per Page	
d	Master banner – (JPEG/GIF/HTML) Concept, Design and copy	Per Banner	
i	Master Banner Adaptation – (JPEG/GIF/HTML)	Per Banner	

- Taxes will be extra
  Please mention tax percentage

ANNEXURE-IV

Please submit vendor registration document as per attached XLS file

(Registered vendors need not have to submit it again)

Bidders are requested to share the draft of agreement along with RFP response

ANNEXURE-V

(To be printed on stamp paper)

NON DISCLOSURE AGREEMENT

THIS Non Disclosure Agreement (this "**Agreement**") is made on ..... day of ..... 201_ ("**Effective Date**"), by and between:

Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited, a company incorporated under the Companies Act, 1956 having its registered office at Unit No. 208, 2nd Floor, Kanchenjunga Building, 18 Barakhamba Road, New Delhi - 110001, India and corporate office at 2nd Floor, Orchid Business Park, Sector-48, Sohna Road, Gurgaon 122018, Haryana (hereinafter referred to as the '**Company"** which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective subsidiaries, affiliates, successors and permitted assigns and affiliates) of the ONE PART, AND

_____ a company incorporated under the Companies Act, 1956 having its registered office at _____ _____ (hereinafter referred to as the '**Service Provider"** which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective subsidiaries, affiliates, successors and permitted assigns and affiliates) of the OTHER PART

(The Company and the Service Provider (jointly and severally) hereinafter are referred to as '**Parties**' collectively and ' **Party**' individually).

WHEREAS

(i) The Parties are, or will be, evaluating, discussing and negotiating a potential contractual relationship concerning the _____ (the '**Project**').

(ii) The Parties may, in these evaluations, discussions and negotiations, disclose to each other information that is technically and /or commercially confidential.

"Confidential Information**"** means (a) any information disclosed by either Party to the other Party, either directly or indirectly, in writing, orally, electronically, other media format, and/or in tangible objects, including, without limitation, algorithms, mask works, business plans, customer data, customer lists, customer names, financial analysis, forecasts, formulas, hardware configuration information, know-how, ideas, designs, discoveries, market information, marketing plans, processes, products, product plans, research, specifications, software, source code, trade secrets or any other information whether designated as "confidential," "proprietary" or not or any third Party information that the disclosing Party has an obligation of confidentiality to protect (collectively, the "Disclosed Materials") and (b) any information otherwise obtained, directly or indirectly, by a receiving Party through inspection, review or analysis of the Disclosed Materials. Information disclosed orally shall be considered Confidential Information only if such information is stated as such at the time of disclosure and is confirmed in writing as being Confidential Information within thirty (30) days after the initial disclosure.

Exceptions**:** Confidential Information shall not, however, include any information that (i) is available in the public domain; or (ii) is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information, as shown by documents and other competent evidence in the receiving Party's possession; or iii) is required to be disclosed by the receiving Party by order of a court, administrative agency or governmental body, or by any law, rule, regulation, subpoena, or any other administrative or legal process.

Non-use and Non-disclosure: Each Party agrees not to use, directly or indirectly, in whole or in part, any Confidential Information of the other Party other than for the purposes of the Project and as specifically provided for in this Agreement. Receiving Party may disclose the other Party's Confidential Information to employees of the receiving Party on a need to know basis. If a receiving Party is required by law to make any disclosure that is prohibited or otherwise constrained by this Agreement, the receiving Party will provide the disclosing Party with prompt written notice of such requirement so that the disclosing Party may seek a protective order or other appropriate relief. Subject to the foregoing sentence, such receiving Party may furnish that portion (and only that portion) of the Confidential Information that the receiving Party is legally compelled or is otherwise legally required to disclose; provided, that the receiving Party provides such assistance as the disclosing Party may reasonably request in obtaining such order or other relief.

Maintenance of Confidentiality: Each Party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other Party. Each Party shall ensure that its employees who have access to the other Party's Confidential Information are legally obligated not to disclose such Confidential Information, prior to any disclosure of Confidential Information to such employees. No Party shall make any copies of the other Party's Confidential Information except upon the other Party's prior written approval. A Party receiving Confidential Information shall promptly notify the Party disclosing such Confidential Information of any use or disclosure of such Confidential Information in violation of this Agreement of which the receiving Party becomes aware. The Parties shall at all times have systems in place having adequate security measures required for the protection of the Confidential Information from leakage or unauthorized usage.

Return of Materials: All documents, data and other tangible objects (in whatever media or format) containing or representing Confidential Information that have been disclosed by either Party to the other Party, and all copies or extracts thereof that are in the possession of the other Party, shall be and remain the property of the disclosing Party and shall be promptly returned to the disclosing Party upon the disclosing Party's written request and on expiry or termination of this Agreement.

No License, Testing or Publicity: Nothing in this Agreement is intended to grant any rights to either Party under any discovery, disclosed invention, patent, mask work right, copyright, trade secret, trademark or service mark, or other intellectual property right of the other Party, nor shall this Agreement grant any Party any rights in or to the other Party's Confidential Information. Nothing herein grants any rights whatsoever to the Parties to test, disassemble, decompile, reverse engineer, replicate, or otherwise copy any of the Confidential Information or a Party's intellectual property. No Party shall use or cause to be published in any kind of media or communication the name, logo or other identifying information of any of the Parties to this Agreement without the prior expressed written consent of the specific Party.

Term: The Agreement shall be valid until its expiry or termination as per the below terms:

The obligations of each receiving Party under this Agreement shall survive until such time as all Confidential Information of the other Party disclosed hereunder becomes publicly known and made generally available through no action or inaction of the receiving Party.

The Parties shall return all Confidential Information to the disclosing Party on or before the termination of this

Agreement.

c) The Company may terminate this Agreement by giving 30 (Thirty) days of notice in writing to the Service Provider. Nothing in this Agreement shall obligate either Party to proceed with any transaction between them.

Availability of Equitable Relief: Each Party understands and agrees that its breach or threatened breach of this Agreement will cause irreparable injury to the other Party and that money damages will not provide an adequate remedy for such breach or threatened breach, and both Parties hereby agree that, in the event of such a breach or threatened breach, the non- breaching Party will also be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance. The Parties' rights under this Agreement are cumulative, and a Party's exercise of one right shall not waive the Party's right to assert any other legal remedy. Should any proceeding or litigation be commenced between the Parties hereto concerning the terms of this Agreement, or the rights and duties of the Parties hereto, the prevailing Party in such proceeding or litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for the prevailing Party's attorneys' fees.

Governing Law and Jurisdiction**:** This Agreement shall be subject to the laws of India and the Parties agree to the exclusive venue and jurisdiction of the courts situated in New Delhi.

10. Counterparts and Facsimiles: The Parties may execute this Agreement in counterparts, each of which is deemed an original, but all of which together constitute one and the same Agreement.

11. Expenses: Each of the Parties shall be responsible for its own expenses. Receiving Party shall be completely responsible for its cost and expenses in conducting any evaluations, and reporting the results of an evaluation, unless other specific arrangements are made in writing prior to the expenses being incurred.

12. Notice: All notices required or permitted to be given under this Agreement to either Party shall be in writing and delivered to the address set out in the first paragraph of this Agreement or as changed by the Parties by written notice delivered to each other from time to time in accordance with this Agreement. Notice shall be deemed given upon actual receipt.

13. Miscellaneous: Nothing in this Agreement shall be construed as creating an agency, partnership, joint venture, or other business relationship or association between the Parties. No provision of this Agreement may be waived except by a writing executed by the Party against whom the waiver is to be effective. A Party's failure to enforce any provision of this Agreement shall neither be construed as a waiver of the provision nor prevent the Party from enforcing any other provision of this Agreement. No provision of this Agreement may be amended or otherwise modified except by a writing signed by the Parties to this Agreement. If any provision of this Agreement is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law.

IN WITNESS WHEREOF, this Agreement was duly executed on behalf of the Parties on the day and year first above written.

By: _____

Name: _____

Title:_____

Witness:

By:_____

Name: _____

Title: _____

Witness: